



हुगली कोचीन शिपयार्ड लिमिटेड

(भारत सरकार का उद्यम)

HOOGHLY COCHIN SHIPYARD LIMITED

(A Govt. of India Enterprise)

Tender no- HCSL/PUR/TEN/2026/176

Dt- 31.07.2026

TENDER NOTICE

Competitive Offers are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) for the under mentioned work/supply, so as to reach the undersigned on or before the date and time mentioned below. Please refer technical specification, General Terms and Conditions as attached.

Tender No. & date	HCSL/PUR/TEN/2026/176, Dt- 31.07.2026
Scope of Supply / Work	Supply of Flow Meters for 4 nos of 40T BP TUGS at Hooghly Cochin Shipyard Limited, Nazirgunge, Unit, Howrah.
Type of Tender	Two Bid
Last date & time of receipt of tender	07.08.2026 at 1500 Hrs.
Date & time of opening of technical bid	07.08.2026 at 1530 Hrs.
Delivery Period	The material is required at yard within 20 days from date of PO/LOI for 1 st and 2 nd shipset within 45 days from date of PO/LOI for 3 rd and 4 th shipset
Officer - in - Charge	Name: Girish Gupta Designation: Asst. Manager (Materials) Email: girish.gupta@hooghlycsl.com Phone No: +91 8085278430 Name- Sreerag G Designation- Manager (Materials) Email- sreerag.g@hooghlycsl.com Phone No- +91 9916087168

Tender to be submitted by Email only. Tender reference should be clearly indicated on the subject of the Mail.

Tenders should be submitted in two separate files as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected)** indicating the tender number, due date of the tender in the Mail and addressed to The Assistant General Manager (Material), Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah.

For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)

Registered Office : Administrative Building, HCSL Premises, Satyen Bose Road,
P.O.- Danesh Shaikh Lane, Nazirgunge, Howrah, West Bengal - 71109, India
☎ +91 (33) 2688 8282 ✉ contact@hooghlycsl.com 🌐 www.hooghlycsl.com

Shipyard : Nazirgunge Unit, Satyen Bose Road, P.O. Danesh Sk. Lane,
P.S. Sankrail, Howrah, West Bengal - 711 109,
☎ +91 (33) 2955 8283

CIN : U35900WB2017GOI223197, GSTIN : 19AAECH3640L1ZD

Tender administration: Tender procedure/administration/evaluation including correspondences and awarding of contract will be done by M/s. Hooghly Cochin Shipyard Limited, Howrah, West Bengal.

Officer - in - Charge for the above work:

Name: Girish Gupta
Designation: Asst. Manager (Materials)
Email: girish.gupta@hooghlycsl.com
Phone No: +91 8085278430

Name- Sreerag G
Designation- Manager (Materials)
Email- sreerag.g@hooghlycsl.com
Phone No- +91 9916087168

For any technical queries:

Name: Rakesh Kumar Sagar
Designation: Senior Manager
Email: rakesh.kumar@hooghlycsl.com
Phone No: +91 9508921575

sd/-

For Hooghly Cochin Shipyard Limited

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Sd/-

For Hooghly Cochin Shipyard Limited

Signature and Seal of the Bidder(s)

Minimum Pre-qualification criteria for participating in the tender will be as follows:

- i. Successful experience for supply of oil flowmeter to any State/Central Govt., Shipyards, shipping companies, MNCs, Industries etc. within the last 3 years ending last day of month previous to the one in which applications are invited.(Respective Purchase Order along with certified invoices and delivery challan or satisfactory completion certificate from the Client for work done should be submitted along with technical bid).
- ii. Audited Balance sheets showing turnover, Profit & Loss account of the firm for the preceding 03 financial years (FY 2022-23, 2023-24, 2024-25) should be submitted along with the application for prequalification).
- iii. The Tenderer should enclose copy of PAN, GST registration certificate, Income tax returns for last three Financial Year (FY 2022-23, 2023-24, 2024-25).
- iv. Offers from joint ventures/consortium will not be accepted.
- v. Net worth of the bidder must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)

Technical Specification

Rev. No.	Pages	Description	Date	Sign.
0	04	First Issue	27-07-2026	Rakesh

This document contains 04 pages



HOOGHLY COCHIN SHIPYARD LTD.
HOWRAH - 711109

YARD NO	01124001, 01224002, 01324003, 01424004	40 T BOLLARD PULL ASD TUG													
OWNER	INDUSTRIAL HANDLING PRIVATE LIMITED	PURCHASE TECHNICAL SPECIFICATION FOR FLOW METER													
APPROVED	RAKESH KR. SAGAR														
CHECKED	A.K. MISHRA														
PREPARED	PRAVEEN CH.														
DATE	27-07-2026	Doc. No.: PTS-01124001-073													
ISSUED TO	DEP.														
	NO.														

This document/specification is the property of Hooghly Cochin Shipyard Limited, and it must not be copied or the contents there of or any information received in conjunction therewith must not be imparted /shared to any third party or utilized for any other purpose. The receipt of the document/specification implies that the conditions as mentioned herein are accepted.

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SCOPE OF SUPPLY & QUANTITY:

This Document Indents to supply of Flow Meter for the Fuel oil system for Main Engine & DG.

Sl.NO	Description	Pipe Size	Qty/Vessel	Total Quantity
1	DG Inlet & Outlet	12 mm OD (Tube)	04Nos	16 Nos
2	Main Engine Inlet	25NB	02 Nos	08 Nos
3	Main Engine Outlet	15NB	02 Nos	08 Nos

TECHNICAL SPECIFICATIONS:

- a. The following Flow meter shall be supplied.

MAIN ENGINE (Inlet & Outlet)	
Parameters	Requirements
Type	DIGITAL Flow Meter
Mounting	Flanges End Connection
Application	Fuel Oil Line
Flow range	0-1200 Litre/hour
Body material	SS316 / Carbon Steel (Suitable for the Fuel oil system)
Flange Dimensions	PN10, EN1092-1 Type 01 PN10 Flat Face
Calibration	Factory calibration with calibration certificate
Standards	Suitable for Marine Applications
DG (Inlet & Outlet)	
Type	DIGITAL Flow Meter
Mounting	Socket End Suitable to 12 mm OD
Application	Fuel Oil Line
Flow range	0-200 Litre/hour
Body material	SS316 / Carbon Steel (Suitable for the Fuel oil system)
Calibration	Factory calibration with calibration certificate
Standards	Suitable for Marine Applications

- b. No Fuel shall be escaped from the Flow meter through the pipeline.
c. Equipment shall have easy access for maintenance, repair and installation.

CERTIFICATE, TESTING AND INSPECTION:

Each Flow Meter shall be inspected, tested and certified at manufacturer's test in accordance with the maker's standard.

GUARENTEE:

The Equipment and accessories shall be guaranteed against defective Design, material and workmanship and performance till, for a period as mentioned in commercial terms and conditions.

SUPPLY OF DOCUMENTS:

Documents to be submitted along with the Offer:

- a. Dimensional drawing of the equipment along with foot print.

- b. Material of construction.
- c. List of accessories.
- d. Deviation list (if any)

Documents to be submitted within 3 weeks after placement of Order/LOI/As per final agreement.

- a. Detailed Bill of material.

Documents to be submitted along with delivery to the yard (2 sets/ vessel)

- a. Manufacturer's Test certificate as applicable (3 copies / vessel along with original)
- b. Test and Inspection results.
- c. Packing list (with reference to each item of Bill of materials)
- d. Material of construction.
- e. List of instructions and accessories fitted to the Flowmeter supplies as loose.

GENERAL REMAKRS:

- a. Name plate (s) and Instrumentation

The name plate shall be written in English indicated in SI unit. All equipment shall be provided with identification marking/ name plates made as per manufactures standard and label plates indicating equipment type, capacity, electric rating etc. Instrumentation shall also be indicated in SI unit.

- b. Liability

Manufacturer shall bear all responsibilities for the shop trials and the delivery of the machinery or equipment.

- c. Painting

Painting schedule shall be as per manufacturer's standard and the painting scheme shall be specified.

- d. Special Tools

Special tools if any required for installation have to be supplied with the equipment.

- e. Piping Flange

Piping end connection shall be as per EN1092-1 Type 01 PN10 Flat Face as applicable.

PRICE BID FORMAT

Tender Enquiry No: **HCSL/PUR/TEN/2026/176, Dt. 31.07.2026**

Sub: Supply of Flow Meter. for 4 nos of 40T BP TUGS at Hooghly Cochin Shipyard Ltd. Nazirgunge Unit, Howrah.

Sl. No.	Description	Quantity per Vesel	Total Quantity	UOM	Unit Rate (Excl GST)	Total Amount (Excl GST)
			A		B	C=AxB
1	Flowmeter (suitable for 12 mm OD Tube)	4	16	No		
2	Flowmeter (suitable for 25NB Pipe)	2	8	No		
3	Flowmeter (suitable for 15NB Pipe)	2	8	No		
5	Total Amount Excl GST (Rs.)					
6	Total GST Amount (Rs.)					
7	Total Amount including GST (Rs.)					
8	Total Amount including GST (Rs.)- In Words_____					

NOTE- Price Bid Instructions

1. Bidder has to submit the price bid as mentioned in the format only, otherwise bid will be rejected. Modifying the format may result in rejection of the bid.
2. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of the bid.
3. Quoted rate should be FOR HCSL stores basis inclusive of all charges considering entire Scope of Work, transportation & delivery Charges, if any, also should be included in Unit Rate and not to be mentioned as a separate line item.
4. L1 Bidder will be evaluated based on the combined cost of all the items excluding GST.

Important Note:

5. “**Unpriced Bid**” to be submitted along with techno commercial bid with details like percentage of taxes and duties applicable and details like quoted/Nil/included/ by HCSL to be mentioned for each line item

Signature and Seal of the Bidder

SPECIAL INSTRUCTION TO BIDDER

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate files as **PART-I"TECHNO-COMMERCIAL" & PART-II "PRICE" (Password Protected)** indicating the tender number, due date of the tender in the subject of the Mail and addressed to The Assistant General Manager (Materials).

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS: -

- I. Specification & Technical Literature, if any.
- II. Other conditions, if any
 - a. Pre-Qualification Criteria (Annexure-1)
 - b. Signed and stamped copy of Scope of supply & Technical Specification (Annexure-2)
 - c. Unquoted Price bid (Annexure-3)
 - d. Special Instruction to Bidder (Annexure-4)
 - e. General Terms and Conditions (Annexure-5)
 - f. Make In India (Annexure- 6)
 - g. Restriction of bidders sharing land border with India (Annexure-7)
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 - l. Form of Legal Cases (Annexure-12)
 - m. SD/Bank guarantee format. (Annexure-13)
 - n. Integrity pact format (Annexure-14)
 - o. Product Specification, detail list of items to be supplied including brand name and accessories etc., to be provided for verification.

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

- a. Price against item.
- b. Taxes & duties as applicable shall be indicated.

Note:

- i. Modification or alteration of the price bid format attached is strictly prohibited. Otherwise Bid will be liable for rejection.
- ii. In case Price bid is placed inadvertently in the Techno-Commercial Part or in case Price bid is not password protected, Bid will be straightway rejected.

4. While submitting the bid, bidders are requested to note that the e-mail ID starting with following words may probable be treated as spam, not always necessary-
info, support, admin, sales, customer support,helpdesk,mail,mailadmin, billing, hello,careers.

Bidders are requested to submit the bid by e-mail (Price part password protected) only to both the following email address clearly mention the tender reference in the subject line for easy identification.

girish.gupta@hooghlycsl.com
sreerag.g@hooghlycsl.com

5. The Techno-commercial part alone will be opened initially on the due date and time of tender. The price part will be opened only after evaluation of the Techno commercial part. Bidders will be intimated the date of opening of the price part, whose techno- commercial bids are acceptable in due course. Password of price bid will require to be shared at the time of price bid opening.
6. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as “List of Deviations”.
7. After submission of quotation / price bid opening, no unsolicited correspondence will be entertained.
8. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing amending the data/conditions already submitted with the tender.
9. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
10. The bidder shall submit a signed & stamped copy of the tender document including Annexures and Enclosures along with their bid as token of acceptance of terms & Conditions.

Sd/-

For Hooghly Cochin Shipyard Limited

GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. HCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2.	Offers furnished should be free from overwriting. Corrections and additions, if any, must be attested. The offers shall be submitted only through email. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3.	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered should be submitted alongwith part-1 techno-commercial bid in the case of two-bid tenders. Non receipt of the document may lead to rejection of offers.	
4.	Bidders can contact Officer-in-charge of the work which is indicated in the Tender Notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted.	
5.	SPECIFICATIONS:- a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer.	
	b) Materials offered shall conform to HCSL specifications.	
6.	Packing materials should be eco friendly.	
7.	Supplier should follow the statutory requirements of product offered.	
8.	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
9.	Taxes and duties, if any, payable extra are to be indicated in the techno commercial part and price part.	
10.	For indigenous vendor MSEs, Startups and Make in India a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab for further reference.	MSE Details: Udyam no. _____ Category: _____

11.	Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture, FAT etc.). Items are required at yard within 20 days from date of PO/LOI for 1st and 2nd shipset within 45 days from date of PO/LOI for 3rd and 4th shipset <table><tr><td>For indigenous vendor</td><td>Indigenous tenderers should quote prices for delivery of materials at HCSL store. Address: Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109. Insurance for transit shall be arranged by the vendor.</td></tr><tr><td>For Foreign vendor</td><td>Foreign Bidders should quote prices CIF Kolkata port, India basis</td></tr></table>	For indigenous vendor	Indigenous tenderers should quote prices for delivery of materials at HCSL store. Address: Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109. Insurance for transit shall be arranged by the vendor.	For Foreign vendor	Foreign Bidders should quote prices CIF Kolkata port, India basis	
For indigenous vendor	Indigenous tenderers should quote prices for delivery of materials at HCSL store. Address: Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk. Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109. Insurance for transit shall be arranged by the vendor.					
For Foreign vendor	Foreign Bidders should quote prices CIF Kolkata port, India basis					
12.	<u>PAYMENT TERMS:</u> a.) HCSL payment term is within 45 days of receipt and acceptance of all items against each complete ship set at HCSL stores. b) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. <table><tr><td>For Foreign vendor</td><td>Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.</td></tr></table> d) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (ie till completion of supplies or for a period as specifically agreed + 90 days). In case interest as above is not agreeable to be paid, the same will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid. e) For deviation in Payments terms from HCSL standard terms, if any, aforesaid interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid. f) Part payment shall be considered only if specifically agreed against partial supplies.	For Foreign vendor	Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.			
For Foreign vendor	Bank charges (including LC charges, if any) inside India will be to HCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.					

13.	<u>a) Security Deposit/ Warrantee Bank Guarantee:</u>	
	i) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties etc.) in the form of demand draft drawn in favor of Hooghly Cochin Shipyard Ltd. towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per HCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.	
	ii)The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.	
	iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period plus 90 days.	
	The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is INR 20 lakhs and above (or equivalent foreign currency)	
	b) If the bidder is not agreeable to submission of SD/ warantee bank guarantee as per HCSL general terms and conditions of enquiry, HCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.	
	c) SD to be submitted within 2 weeks of receipt of order from yard.	
	d) Format of bank guarantee along with enquiry to be agreed.	
	For Foreign vendor	e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to HCSL designated bank.
14.	<u>Risk Purchase</u> : If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, HCSL shall have the following rights.	
	a. To cancel the order partially or full with 15 days notice and to forfeit the security deposit, if any.	
	b. To impose tender holiday for the vendor for an appropriate period as decided by HCSL.	
	c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/contract value (excluding taxes and duties) is INR 20 lakhs and above (or equivalent foreign currency). Cases of value less than INR 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm	
15.	<u>Liquidated Damage:</u>	
	In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to HCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price of delayed material, subject to a maximum of 10% of the total basic price of delayed material (Total basic price is the order value excluding freight, taxes, other charges etc. However LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per risk purchase clause.	
	For indigenous vendors	GST will be applicable upon LD and the same also will be deducted along with LD.

16.	<u>Guarantee</u> a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period from delivery of items until 12 months from delivery of items to Yard. Should such damage/failure occurs within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses.		
	b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.		
	c) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.		
17.	<u>Jurisdiction:</u> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Kolkata, West Bengal, India. Alternate dispute resolution mechanism can also be considered.		
18.	<u>Force Majeure condition:</u> Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, HCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.		
19.	For Foreign vendor	<u>Indian Agent:</u> a) Hooghly Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Hooghly Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.	
		b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to HCSL shall be furnished.	
		c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.	
		d) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.	
	e) Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender		
20.	<u>PRICING:</u> Bidders should quote prices for delivery of materials as below.		
	For indigenous vendors	b. Indigenous Firms shall quote prices for delivery of materials at HCSL stores basis in INR only.	

	For Foreign vendor	c. Foreign Bidders should quote prices CIF Kolkata port, India basis. d. Offer to be submitted generally in USD/EUR/INR currency and to be mentioned in price bid. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous/import orders. e. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid	
21.	Validity: a. Prices should be valid for acceptance for a period of four months from the date of tender opening.		
	b. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.		
	c. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.		
	d. Unpriced bid (price bid without price) duly signed is to be submitted alongwith techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.		
	e. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the HCSL, the tender is liable to be rejected and the same shall be intimated.		
	f. After submission of quotation/price offer no unsolicited correspondence will be entertained.		
22.	g. Hooghly Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.		
	L1 computation shall be based on total landed cost of all items, including cost of spares, tools, certification, service engineer charges, if applicable, required as per tender (excluding GST/IGST). Calculation of total landed cost: 1. For Indigenous bidder: The landed cost is the quoted price on FOR HCSL store basis. 2. For foreign bidders: The landed cost will be arrived by adding the custom		

	duty, GST, approx. custom clearance and transportation charges (from port to HCSL store) etc. on quoted price of CIF, Kolkata port basis.		
23.	For Indian (HSS basis)/ Foreign vendor	For all import consignments directly imported in HCSL's name customs duty is not applicable at import clearance. Customs clearance at Kolkata port and transport till HCSL stores shall be to HCSL account.	
24.	<u>Integrity Pact:</u> As per Government of India (Central Vigilance Department), HCSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit).		
25.	SUB CONTRACTING AND ASSIGNMENT Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of HCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.		
26.	<u>General:</u> a. Prior to price bid opening, HCSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender.		
	b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.		
	c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno-commercial bids would be acceptable after the evaluation. Suppliers shall not depute their representative to HCSL at the time of tender opening.		
27.	<u>Purchase Order:-</u> a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by HCSL on the basis of agreed terms and conditions of tender.		
	b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case HCSL doesn't receive the above, it will be deemed as accepted.		
28.	<u>Inspection: -</u> a) HCSL reserve the right to inspect the goods after receipt at HCSL store / prior to dispatch (by HCSL or HCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at HCSL store. The customs clearance charges of above (If any) shall be to supplier account.		

	b) In case HCSL deutes its personnel / Third Party Inspectors to inspect items in the supplier premises prior dispatch, in such cases supplier shall provide all necessary facilities for inspection, testing and performance checks at his works on case to case to basis. The accepted items samples shall be identified with stamps/ permanent marks and reference of the same shall be given in the inspection report. Location of stamping shall be mentioned in the inspection report.	
	c) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.	
	d) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to HCSL. In case the defective materials are not taken back within the said period, HCSL reserves the right to dispose the same without further intimation.	
	e) The supplier shall compensate HCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the HCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the HCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
29.	HCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	
30.	HCSL reserves the right to commercially reject the offer if compliance is not issued to General Terms and Condition without any further clarification / notice / communication in this regard from M/s. Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.	
31.	Items supplied from border sharing countries with India are restricted as per Annexure-7.	
32.	Bidder has to submit the list of spare parts, tools & other accessories etc. as per Annex-1 along with the technical bid.	
33.	Preservation & Packing: - The preservation and packaging of the equipment to ensure that there is no damage and deterioration during transit and the period when the item is in storage in store house. - Duration of validity of preservation to be indicated. - Methodology for receipt inspection without affecting preservation (for main equipment and loose supplied items) is to be indicated by the OEM including any requirement for re-preservation. - The procedure for re-preservation to be supplied by the firm. - Requirement of special provisions for storage and transportation to be specifically indicated. Any consumables required for preservation/ re-preservation beyond a stipulated time period to be clearly indicated by OEM.	

34.	<u>Termination Clause:</u> (a) This purchase order may be terminated upon the occurrence of any of the following events (i) By agreement in writing of the parties hereto; (ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party; (iii) By the other party, upon either party; • Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or • Having a reasonable petition filed seeking its “dissolution or liquidation, not stayed or dismissed within sixty (60) days; or • Ceasing to do business for any reason. (iv) In cases where maximum limit of LD is reached and still the items are not delivered. (v) For fraud and corruption or other unacceptable practices. (b) Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing. (c) HCSL may by notice in writing to supplier terminate the order after issuing due notice i.e. 15 days’ notice period. HCSL shall be entitled to compensation for the loss limited to the order value. (d) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by HCSL for the material delivered/work done as per the payment milestones	
35.	<u>Limitations of Liability:</u> Neither party shall be liable to the other party for any indirect and consequential damages. Neither party shall be liable to the other party for any loss of profits or loss of production.	
36.	<u>Indemnity clause:</u> Supplier will indemnify HCSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by HCSL's unlawful acts or omissions.	
37.	<u>Malicious Code:</u> The Bidder will be overall responsible for all cyber/information security related aspects pertaining to the Systems Projects & ICT goods and services and will be the single point of contact for addressing all Cyber/information security related issues for the goods and services supplied by the Bidder as part of the contract. It will be responsibility of the Bidder to enter into such agreements/contracts with the OEMs as may be necessary to ensure that all cyber/information security aspects are addressed holistically and comprehensively. The Bidder will provide list of tests conducted by OEM or an accredited certification agency along with list of such test reports for the Systems Projects & ICT goods and services provided as part of contract.	

38.	For indigenous vendors	<u>Goods & Service Tax:</u> (a) Please note the HCSL GST registered number as 19AAECH3640L1ZD. GST registration is prerequisite for entering into the business with HCSL. Your firms GST registration shall be indicated. Offers received from GST unregistered suppliers / service providers are liable for rejection. (b) Indicate the applicable rate of GST for services in line with GOI published rate scheduled for services along with SAC. (c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be made good through Debit note / Credit note. (d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.	
39.	For indigenous vendors	<u>Input Tax Credit:</u> (a) Bidders shall ensure timely delivery of services and submit the tax invoices to HCSL as per the GST law. In case, GST input tax credit is delayed / denied to HCSL due to non / delayed receipt of services and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or owing to the bidder not paying the taxes to the Government within prescribed time as per the law or any other reasons not attributable to HCSL and solely attributable to the bidder, the GST amount charged to HCSL, shall be recoverable from the bidder along with interest levied / livable and any other penalties on HCSL and the vendor shall indemnify against all costs to HCSL, and consequences therefrom. (b) In case bidder delays declaring particulars in respect of any invoice in the GST return required to be filed by such bidder, and GST credit availed by HCSL is denied or reversed subsequently as per GST law, GST amount paid by HCSL towards such ITC reversal as per GST law shall be recoverable from vendor / bidder along with interest levied / livable on HCSL and any other penalties on HCSL and the bidder shall hold HCSL indemnified against all cost and consequences there form. (c) Bidders shall submit the invoices as per the provisions of GST law. The bidders invoice shall contain the HSN code / SAC and GSTIN number of the bidder and HCSL as well along with other particulars. The GST charged (IGST / CGST + SGST / UTGST) shall be clearly indicated in the invoice. (d) In case any credit, refund or other benefit is denied or delayed to HCSL due to any non-compliance of GST legislation such as failure to pay GST to the government (includes late filing of GST return) or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder or service provider, the bidder or service provider would reimburse the loss to HCSL or HCSL may recover the same, but not limited to, the tax loss, interest and penalty.	

		The Bidders should submit the copy of Latest GST Return filed statement/ form in GSTR-3B.	
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Specify Yes / No

Make in India Certificate

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as amended from time to time we M/s....., hereby certify the following facts for our offered product against bid number

Schedule	Item description	Local content in %	Class of local supply Local content(> 50%)-Class 1 Local content(20-50 %)-Class 2 Local content(<20%) – Non local	Location of local value addition (Location shall be the specified as address or name of city or district)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition

Sign and stamp

Tender conditions for Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020	
A	Requirement of registration
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts , including turkey contracts , contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects,alongwith the offer as proof of registration with competent authority , failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above alongwith tender documents for consideration of offer (Wordings are as per Clause below) .If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
2	Wordings of certificate to be submitted alongwith tender documents
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).
2	Wordings of certificate to be submitted alongwith tender documents for Works involving possibility of sub contracting
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered(Evidence of valid registration by the competent authority shall be attached wherever applicable)
B	Validity of registration
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order.If the bidder is validly registered at the time of acceptance /order placement , registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance , department of Expenditure.

D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any ,member of a consortium or joint venture , every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore , including any agency , branch or office controlled by such person , participating in a procurement process.
2	"Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation
	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION		PAGE 1 OF 1
Tender Name: Supply of of Flow Meters for 4 nos of 40T BP TUGS at Hooghly Cochin Shipyard Limited, Nazirgunge, Unit, Howrah.		
TENDER NO: HCSL/PUR/TEN/2026/176		
DATE: 31.07.2026		
We hereby confirm and truly declare that our Offer / Bid No.datedis in full compliance with the documents issued against the Tender No. -----dated -----, except for the deviations listed below: LIST OF DEVIATIONS (HCSL reserves the right to reject offers with deviations)		
Sl. No.	Tender Reference & Description	Reasons for Deviation/Remarks
Name of tenderer: Date: Name & Designation Seal & Signature (Company Seal)		

NEFT MANDATE FORM**(ON THE LETTER HEAD OF THE COMPANY)**

Electronic Payment Mandate Form

(Mandate for receiving payments through RTGS/NEFT Hooghly Cochin Shipyard Ltd)

- 1) Vendor Name
- 2) Vendor Address with Phone No
- 3) Vendor Code
- 4) Permanent Account No. (PAN)

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- 5) Particulars of Bank Account
- a. Name of the Bank

- b. Name of the Branch

- c. Branch Code
- d. NEFT Code of the Bank
- e. City Name
- f. Branch Location
- g. Branch Telephone No.
- h. Bank IFSC Code
- i. 9-Digit MICR Code

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- (Where MICR is starting with "0". Please take the correct code from your bank for proper identification of city, bank, branch)
- i. Type of the Account (S.B
Current or
Cash Credit) with code

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(010/011/013)
- j. Account Number (as
appearing on the cheque book)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
- 6 Email Address of Vendor
- 7 Date of Effect of RTGS/NEFT in
your Bank

(Please enclose a cancelled un-signed cheque leaf to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

(.....)

Signature of Employee

Bank Certificate

We certify that _____ has an Account
No. _____ with us and we confirm that the details given
above are correct as per our records.

Date:

Place:

(.....)
Authorized official of Bank

VENDOR DETAILS (to be submitted along with BID)

1	Name of Bidder/Firm	
2	Registered office Address of Company/firm in Kolkata/Howrah: Local office address at Kolkata/Howrah (if held):	
3	Telephone No./Fax No./Mobile No:	
4	E-mail address:	
5	Names of the contact person & Designation:	1) 2) 3)
6	Type of Entity-Proprietorship/Partnership firm/company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	Cost of Tender Details (DD No. Name of Bank)	NIL
8	EMD Details (DD No. Name of Bank)	NIL
9	PAN Card Number (Self-attested copy of PAN card has to be Submitted)	
	GST Registration No. (Self-attested copy has to be Submitted)	
10	Whether the agency has been blacklisted/debarred or given tender holiday or contract terminated before expiry of the contract period by any govt. autonomous bodies/organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (Please tick as applicable) If yes, please furnish details on a separate sheet

- Certified that the above information is true to the best of our belief and information.

Place:

Date:

Signature of Supplier/Authorized signature of firm/agency:

Name of Supplier or authorized signatory of firm/agency:

Designation:

Self-Declaration to be given by the bidder in Letter head

Bid's Reference No. & Date:

Bidder's Name & Address:

Person to be contacted:

Designation:

Telephone No.:

Fax No.:

Email:

1. We do hereby declare that we have not been debarred/black listed by HCSL or by any of the Public Sector Undertaking or Government department etc.

2. If HCSL finds that, we have been blacklisted/ debarred by any of the Public Sector Undertaking or Government department, and then HCSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, security deposit, performance guarantee etc. will be forfeited by HCSL. Further we are confirming herewith that, any loss that has happened to HCSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)

Name:

Designation

Phone No.:

Seal:

Date:

Place.....

Details of legal cases pending against the firm for the last five years

SSL. NO.	ORGANISATION AGAINST WHOM THE LITIGATION IS INVOLVED	BRIEF DETAILS OF DISPUTE	AMOUNTS INVOLVED (Rs.)	PRESENT STATUS	Remarks

SIGN & STAMP OF BIDDER

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/
WARRANTY GUARANTEE**

To

HOOGHLY COCHIN SHIPYARD LTD

(Govt. of India Enterprise,)

Satyen Bose Road,

Danesh SK Lane (PO),

Nazirgunge, Howrah,

West Bengal - 711109.

WHEREAS(Name & Address of Supplier)
(hereinafter called " **the Supplier**") has undertaken , in pursuance of
Contract.....No.....Dated:.....
...to execute(Name of Contract and brief description of
works)(hereinafter called " **the Contract**").

AND WHEREAS it has been stipulated by **HOOGHLY COCHIN SHIPYARD LTD** (The
Buyer – hereinafter called "**HCSL**") in the said contract that the Supplier shall furnish **HCSL**
with a Bank Guarantee for the sum specified therein as security for compliance with the
Supplier's obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOWTHEREFORE we.....(Name of the Bank) having its Head Office
at.....(Address of Head Office)and acting through its branch office
at.....(Address of the executing branch)(hereinafter called " the Bank")
hereby affirm that we are the Guarantor and responsible to **HCSL**, on behalf of the Supplier
upto a total of.....(amount of Guarantee) in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total
the Guarantee Amount upon receipt by us of your demand in writing accompanied by the
following documents:

1. Your signed statement certifying that the Supplier is in breach of his
obligation(s)under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written
notice by email from you to make good the aforesaid breach and that the Supplier
still failed to fulfill the Contract within 30 days of such notice. A copy of such notice
given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized
by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms
of the Contract or of the Works to be performed there under or of any of the Contract
documents which may be made between **HCSL** and the Supplier shall in any way release us

from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed(only).

2. This Bank Guarantee shall be valid upto (date)and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if HCSL serve upon us a written claim or demand on or before.....(validity date).

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the

guarantor:.....

Name of

Bank:.....
.....

Address:.....

Date:.....

1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

PRE-CONTRACT INTEGRITY PACT

HOOGHLY COCHIN SHIPYARD LIMITED

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of....., between, on one hand, the President of India acting through Deputy General Manager, Hooghly Cochin Shipyard Ltd (HCSL) having its registered office at Howrah, West Bengal, India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s..... represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure..... and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows: -

1. Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that

particular BIDDER in comparison to other BIDDERS.

- 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 1.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 1.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 1.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 1.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.
- 1.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 1.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 1.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 1.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 1.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 1.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 1.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 1.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 1.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

- (i) Bank Draft of Pay Order in favor of HCSL.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/

Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar the BIDDER from participating in the future bidding processes of HCSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.
- viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- x. Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitor

8.1 The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

i. Dr. Rajan S Katoch, IAS (Retd)
A-91, Alkapuri, Bhopal (MP) - 462022.
Mobile: 8800919222;
Email: rkatoch@nic.in

ii. Dr. Vinod Bihari Mathur, IFoS (Retd.)
D302, Arborea Luxury Homes, Tarla
Nagal, Near Doon Helidrome, Dehradun,
Uttarakhand – 248001.
Mobile: 9412054648;
Email: vbm.ddn@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitors notice, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by

the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.

8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10 Law and Place of Jurisdiction

10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

10.2 A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at.....on.....

PRINCIPAL

Name of the Officer

Designation

Dept./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.....

2.....

Witness

1.....

2.....

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.