

**EXPRESSION OF INTEREST (EOI) FOR  
“DESIGN, MANUFACTURE, SUPPLY, INSTALLATION AND COMMISSIONING  
OF AN INTERGRATED SYSTEM INCLUDING PLATE PRESERVATION LINE  
AND PLATE STRAIGHTENING MACHINE FOR M/S. HOOGHLY COCHIN  
SHIPYARD LTD (HCSL), KOLKATA”**

Tender No: HCSL/PROJ/39/2018-19 dated: 18th Sep 2018

This document consists of 32 pages

(Last date of submission of tender is on or before 15:00 hrs of 10 Oct 2018).

The contact point for any clarification / correspondence is the following

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## **1. INTRODUCTION&OBJECTIVE**

Hooghly Cochin Shipyard Ltd (HCSL) is located in Nazirgunge, Kolkata and is a JV company promoted by Cochin Shipyard Limited (CSL) and Hooghly Dock and Port Engineers Ltd (HDPEL). The details and documents of EOI can be obtained from the office of GM (BD&NP), Cochin Shipyard Limited (CSL), Kochi, 682 015 who shall be handling the tender process for and on behalf of HCSL. The E-tender documents can be downloaded from CSL website [www.cochinshipyard.com](http://www.cochinshipyard.com) or <http://www.eprocure.gov.in>. All corrigenda, addenda, amendments and clarifications to the request for Expression of Interest will be hosted only in the website [www.cochinshipyard.com](http://www.cochinshipyard.com) or <http://www.eprocure.gov.in>. and will not be published in the newspapers or any other media. Bidders shall keep themselves updated with all such developments till the last date and time of submission of EOI.

Firms to note that tender procedure/administration will be handled by Cochin Shipyard Limited(CSL) on behalf of HCSL and contract will be placed by Hooghly Cochin Shipyard Limited (HCSL). Firms which respond to this tender and subsequently getting pre-qualified will only be considered for further limited tendering process.

This Expression of Interest (EOI) is for the short listing of reputed and experienced manufacturers for an integrated system including supply, installation, testing and commissioning of one no. plate preservation line (shot blasting equipment, automatic painting, drying chamber, conveyors, system control panel, ducting fume & dust extraction system etc) and plate straightening machine for HCSL project. Final selection will be done through competitive tendering process by inviting bids only from qualified and short listed bidders who have participated in the present EOI.

## **2. SCOPE OF WORK**

The scope of work shall include:

- a) Supply of Integrated system with One (1) set of plate preservation line and plate straightening machine consisting of
  1. Plate straightening machine with rollers - 1 set
  2. Shot blasting equipment with rollers - 1 No
  3. Automatic paint equipment with rollers - 1 No
  4. Drying chamber with rollers - 1 set
  5. Conveyors - Input/intermittent/output conveyors/independent conveyor
  6. System control panel - 1 Lump Sum
  7. Ducting - 1 Lump Sum
  
- b) The design, manufacture, delivery, off load & move to erection site, on-site assembly, erection, testing, commissioning and setting to work of the plate preservation line with plate straightening machine and all necessary peripherals inclusive of all necessary temporary works required. Brief performance requirements of the proposed integrated system with plate preservation line and plate straightening machine are provided in clause 4.

- c) The supply of an initial stock of operating spare parts. Recommendations for spare parts necessary to maintain the plate preservation line with plate straightening machine in service over the initial five (5) years of operation.
- d) Comprehensive operating, maintenance & spare parts manuals and drawings for the plate preservation line and plate straightening machine. List of major consumables for 2 years operation shall also be provided for all machineries
- e) Necessary operating and maintenance training at site at Nazirgunge, Kolkata for Employer's nominated personnel for 7 days during commissioning. Further 7 days training to be extended as per dates specified by CSL/HCSL. Free of cost training at manufacturer's works. Training at site also will be free of cost.
- f) Guarantee against damage or failure due to defects in design, material and workmanship for a period of 24 months from the date of final acceptance of the engineer/HCSL for the plate preservation line and plate straightening machine.
- g) All civil foundation work related to this integrated system will be carried out by HCSL through construction contractor. Detailed drawings / information to carry out these foundation works to be furnished by the supplier of this integrated system.
- h) Cost of service AMC for entire system including plate preservation line and plate straitening system to be quoted separately. The cost for AMC will not be considered while arriving at L1.

Scope of supply will be mentioned in detail in the Limited Tender Enquiry to be issued to prequalified plate preservation line and plate straightening machine manufacturers later.

### **3. ELIGIBILITY CRITERIA**

#### **3.1 GENERAL**

- a) The Bidder shall be:
  - i. Single Firm  
Note:No Consortium / Joint venture of is allowed for this EOI
- b) Bidder should be in the field of supply, erection and commissioning of plate preservation line for the last ten (10) years. Certificate of incorporation of the company shall be submitted. The certificate should be notary vetted in case of Indian bidders, and embassy attested in the case of foreign bidders.
- c) Plate straightening machine can be included as bidders own make or as a brought out item by the bidder. However the manufacturer of the plate straitening machine should be in the field of supply, erection, testing and commissioning of plate straightening machine for the last ten (10) years. Certificate of incorporation of the plate straightening company shall be submitted by bidder. The certificate should be notary vetted in case of Indian bidders, and embassy attested in the case of foreign bidders.

- d) Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc as per Annexure 9.

### **3.2 TECHNICAL EXPERIENCE**

- a) The bidder should have manufactured, supplied, erected, tested and commissioned at least three (3) nos. of plate preservation line for a minimum plate size of 6mtr(L)x2.5 mtr(W)x 6mm(thickness) plates or higher in the last 15 years from the date of issue of this EOI for a shipyard / port / dockyard/heavy engineering works/railway works. Out of the three, minimum one plate preservation line must have been installed and commissioned in India
- b) The manufacturer of the plate straightening machine should have manufactured, supplied, erected, tested and commissioned at least three (3) nos. of plate straitening for a minimum plate size of 6mtr(L)x2.5 mtr(W)x 6mm(thickness) plates or higher in the last 15 years for a heavy engineering works/railway works. Out of the three, minimum one plate straightening machine must have been installed and commissioned in India

#### **Note:**

- i. In line with the experience criteria, the bidder shall submit the Notary Vetted / Embassy attested copy of Purchase Order (PO) along with commissioning Report for 3.2 a issued by the Class Surveyors / Third Party Inspection Agency (TPIA) or Completion Certificate issued by the bidder's reputed client as relevant stating the above. Notary vetting of documents is applicable for Indian bidders only, and in the case of foreign bidders, the attestation is to be done by Indian Embassy.
- ii. In line with the experience criteria, the bidder shall submit the Notary Vetted / Embassy attested copy of Purchase Order (PO) along with commissioning Report for 3.2 b issued by the Class Surveyors / Third Party Inspection Agency (TPIA) or Completion Certificate issued by the plate straightening machine manufacturer's reputed client as relevant stating the above. Notary vetting of documents is applicable for Indian bidders only, and in the case of foreign bidders, the attestation is to be done by Indian Embassy.
- iii. Performance certificate issued by the bidders reputed client not older than 6 months prior to last date of submission of this EOI are also to be submitted for above three projects. Incase of plate straightening machine, the bidder should submit the performance certificate issued to the plate straightening machine manufacturer by its reputed client.
- iv. The documents / certificates submitted by bidder will be verified with source directly by CSL/HCSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.
- v. CSL/HCSL reserves the right to obtain clarifications or confirmation directly from the bidder's clients. CSL/HCSL reserves the right to visit the preservation line installations carried out by the bidder in order to have firsthand information regarding the performance of the preservation line and after sales support rendered by the firm. The Bidder shall co-

ordinate for obtaining approval / consent for the above mentioned visit whereas travelling and all other expenses for the same shall be borne by CSL/HCSL.

- vi. Detailed test QAP documents and the detailed technical specification with make and model of the executed projects mentioned in Clause 3.2a and b shall be submitted for reference
- vii. Detailed technical specification of all equipments for this integrated system shall be submitted including plate straightening machine, shot blasting machine, automatic painting machine, drying chamber ,conveyors, system control panel ,dust fume and dust extraction system etc including list of major consumables and spares for two years operation..
- viii. The bidder shall be willing to test the equipment to be supplied at his premises before dispatch and in customer (HCSL) premises for final acceptance
- ix. Client list to be provided by bidder for plate preservation line and plate straightening machine.

### **3.3 FINANCIAL CAPABILITY**

- a) The Bidder shall have average annual turnover equivalent to Rs. 10 Crores (INR) for the last three fiscal years(2015-16,2016-17,2017-18).
- b) The bidder shall have an average net worth equivalent to Rs. 4 Crores at the close of preceding 3 (three) financial years(2015-16,2016-17,2017-18).
- c) The profit after tax shall be positive for last three consecutive financial years of the bidder (2015-16,2016-17,2017-18).
- d) Exchange rate as on the financial closing date of the respective country will be considered for conversion to INR.
- e) The Applicant (firm) who had applied for CDR / SDR / S4A / RP / CIRP in three years viz., 2015-2016, 2016-2017, 2017-18 and till the due date for submission of the bid is not eligible to participate in this request for EOI. The undertaking that the Applicant has not applied for CDR / SDR / S4A / RP / CIRP shall be submitted.
- f) The bidder shall furnish solvency certificate issued by a nationalized / scheduled bank to the tune of Rs. 4 Crores or equivalent. In case of international bidders, solvency certificate shall be issued by any international reputed bank. Format placed at **Annexure – 4** shall be followed. The applicant shall submit the solvency certificate, not older than 3 (three) months prior to last date of submission of this EOI.

#### **Note:**

- i. The Bidder shall enclose a certificate issued by its Statutory Auditors with their seal and signature, stating its net worth , revenues and profit for the past three fiscal years along with the bid. Certificate shall be as per the format enclosed at **Annexure-1**.

- ii. Present Order Book position of the bidder shall be submitted as per **Annexure - 8**. The same shall be certified by the concerned statutory auditors of the bidder.
- iii. Bidders shall meticulously take notice that each of the aforesaid report is very critical for this tender and any wrong submission or submission with inadequate supporting documents or any mismatch in the documents will result in summarily rejection / disqualification of the submitted offer or even at any point of time whatever may be the status of the process.

**4. PERFORMANCE REQUIREMENTS OF THE PROPOSED PRESERVATION LINE WITH PLATE STRAIGHTENING MACHINE:**

**i) Basic Requirement:**

The layout as per Appendix A is tentative and the manufacturer should best optimize the layout considering a maximum length of 52 mtr as shown in the layout. The covered area for integrated system including plate preservation system and plate straightening system is 8mtr(W) x 52 mtr(L)

The dust extraction system for shot blasting system may be kept outside the covered area and the vendor to consider the same while designing the integrated system layout including ducting.

The detailed layout for integrated system based on the tentative layout (Appendix A) should be submitted along with EOI including foundation drawing and power requirement.

The shop lay out for the preservation line and plate straightening shed is enclosed as Appendix B.

The preservation line with straightening machine is used for Straightening, blasting, painting and drying of MS plates and should suffice following basic requirement

- Straightening for 6 to 12 mm plates
- Shot blasting and painting of 6 to 20mm plates
- The full system should be suitable for output of 3 mtr/min.
- The speed of all conveyors should be adjustable with synchronized operation from single point

The supplier shall indicate the requirement of compressor and compressed air requirement for the effective functioning of the complete system.

**ii) Plate straightening (mangling) machine:**

*a) Size of plates to be straightened:*

Length	: 10 M
Breadth	: 3 M
Thickness	:6 mm to 12 mm
UTS of plate material considered	:41 to 48 kg/mm <sup>2</sup>
Yield point of plate material considered	:24 to 28 kg/mm <sup>2</sup>

iii) **Shot blasting machine:**

a) *Size of plates to be blasted:*

- |           |   |               |
|-----------|---|---------------|
| Length    | : | 10 M          |
| Breadth   | : | 3 M           |
| Thickness | : | 6 mm to 20 mm |
- b) Blasting surface : Both sides of the plate
- c) surface finish required after blasting : SA 2.5
- d) Abrasive to be used : Steel shots
- e) Power supply : AC 415V, 3 phase, 50 Hz
- f) Dust collector : The units of cartridge reverse pulse jet dust collector of suitable capacity provides intermittent cleaning of filter element without interruption to the blasting process.

iv) **Automatic Painting machine:**

Paint is mixed in the mixing tanks and transferred to the paint tanks, by transfer pumps. Paint is sent to the spray guns at required pressure by means of airless paint spray guns. The equipment consists mainly of high pressure airless pump with accumulator, paint transfer pump, paint mixing tank and paint tank & solvent tank

- |                           |   |  |
|---------------------------|---|--|
| a) Paint type             | : | Zinc rich primer                             |
| b) Coating thickness      | : | 25 to 30 microns                             |
| c) Type of spray pump     | : | High pressure Air-less Pump with accumulator |
| d) Sensing system         | : | photo electric sensor                        |
| e) Tank capacity          | : | 200 Liter (minimum)                          |
| f) Painting surface       | : | Both side of the plate                       |
| g) Fume extraction system | : | To be included                               |

v) **Drying machine (Air blowing type)**

Atmospheric air is sucked in and ventilated to the inside of the chamber by forced draft fan. Ventilated air is sucked and extracted by exhaust fan outside of chamber. This flow of air dries steel plates after application of shop primer.

- vi) **Conveyors**- Suitable conveyors as shown in Appendix A to be considered for the preservation line and plate straightening machine. The independent conveyor at output side is considered for plate transfer from preservation line to inside of preparation shop.

vii) **System control panel**



System control panel incorporating all necessary electrical switchgears and controls, starters, VFD, PLC for the complete preservation line(with synchronization ) and plate straightening etc.

**viii) Ducting**

Ducting for all exhaust system as part of the preservation line including stack height upto required statutory level.

## **5. INSTRUCTION TO APPLICANTS**

This Expression of Interest (EOI) is for the short listing of reputed and experienced manufacturers for an integrated system including supply, installation, testing and commissioning of one no. plate preservation line (shot blasting equipment, automatic painting, drying chamber, conveyors, system control panel, ducting fume & dust extraction system etc) and plate straightening machine for HCSL project. Subsequent to pre-qualification, Limited Tender Enquiries will be sent only to the shortlisted bidders .The LTE will be floated on two bid system as techno commercial and financial bid. Please note that EOI is fully under the discretion of CSL/HCSL. Furtherance of EOI and finalization of specification of the proposed plate preservation line with plate straightening machine is fully under the right of CSL/HCSL and shall be binding on the bidders.

### **5.1 RIGHT TO ACCEPT PROPOSAL**

CSL/HCSL reserves the right to modify, expand, restrict, scrap this proposal or reject any Expression of Interest without assigning any reason.

### **5.2 CLARIFICATIONS**

During evaluation stage of the Expression of Interests, CSL/HCSL may, at its discretion, ask bidders for clarifications on their proposal. The bidders are required to respond within the time frame prescribed by CSL/HCSL. CSL/HCSL reserves the right to make inquiries with any of the bidder's clients.

### **5.3 SITE VISIT**

The applicants are advised to visit the site of HCSL at Nazirgunge, Kolkata and familiarize themselves with the site before submitting the proposal at their cost.

The bidder is expected to acquaint himself with the site conditions, accessibility to site, statutory rules and regulations, labour situation, wage and benefits applicable to labourer's, working hour. The submission of a bid against this EOI implies that he has made himself aware of all the above situations and conditions.

Contact person 1	Contact person 2
<b>Assistant General Manager ( New Projects)</b> Nazirgunge Works, Hooghly Cochin Shipyard Ltd., Satyen Bose Road (BGRS Road), PO Danesh SK Lane, PS Sankrail, Howrah, Kolkata – 711109 Mob: 9995788342	<b>Harikrishnan Namboodiri K K, Deputy Manager (New Projects),</b> Nazirgunge Works, Hooghly Cochin Shipyard Ltd., Satyen Bose Road (BGRS Road), PO Danesh SK Lane, PS Sankrail, Howrah, Kolkata – 711109 Mob:8129600649

#### 5.4 LANGUAGE

The proposal and all associated correspondences shall be in English. All supporting document or printed literature submitted along with the offer shall also be in English. Supporting documents, which are not translated to English, will not be considered for pre-qualification.

#### 5.5 EVALUATION

The offer will be examined on the basis of response to qualification criteria & scope of work defined by CSL/HCSL. If required, applicants may be invited to make a presentation to CSL/HCSL to demonstrate their capabilities, experience, methodology etc. at a suitable date and time determined by CSL/HCSL.

#### 5.6 INTEGRITY PACT

The bidders shall sign and submit an “Integrity Pact (IP)” to be executed between the bidder and Hooghly Cochin Shipyard Limited along with the bid as per **Annexure-6**. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.  
Mr. P.K. Vijayakumar, IRS (Retd), Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002

#### 5.7 DISQUALIFICATIONS

CSL/HCSL may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if they have:

- a) Submitted the Proposal documents after the response deadline.
- b) Not submitted satisfactory documentary evidence and proof as per eligibility criteria mentioned at clause 3 above.

- c) Made misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements.
- d) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e) Failed to produce clarifications related thereto, when sought within time specified by CSL/HCSL
- f) Submitted more than one proposal.
- g) Declared ineligible by the Government of India / State Govt. / Public Sector Undertaking.
- h) Applied for CDR / SDR / S4A / RP / CIRP in three years viz. 2015-2016, 2016-2017, 2017-18 and till the due date for submission of EOI.
- i) Not meeting any other applicable criteria / clauses in the current EOI.

**6. PROFORMA FOR SUBMISSION OF EXPRESSION OF INTEREST SHALL CONSIST OF:**

- b) Covering letter indicating interest to undertake HCSL project (Format attached as **Annexure – 2**).
- c) Company profile with legal status, date of establishment, organization chart, Certificate of incorporation etc as per **Annexure-5**
- d) Power of Attorney as per **Annexure-3**.
- e) Integrity pact as per **Annexure – 6**.
- f) Capabilities with respect to infrastructure facilities of the bidder.
- g) Detailed Technical Specification with arrangement drawings matching with HCSL requirements. The detailed layout for integrated system based on the tentative layout (Appendix A) should to be submitted along with foundation drawing and power requirement
- h) Makes of major components.
- i) Execution plan with scope & methodology.
- j) Tentative Bar chart indicating major milestone activities.
- k) Approval / Quality certification / Registration with any Govt. Agency.
- l) Technical Experience details as per **Annexure-7** with supporting documentary evidence.
- m) Certificate regarding financial capability as per **Annexure -1** stating net worth & annual turnover during the past three (3) years.
- n) Solvency certificate as per **Annexure-4**
- o) Documents regarding present order book position as per **Annexure-8**.
- p) Declaration by contractor as per **Annexure 9**
- q) All pages of the EOI document, including amendments if any shall be duly signed and sealed by the authorized representative of the bidder as a token of the acceptance of all terms and conditions stated therein the document.
- r) Deviations or suggestions, if any.

## **7. GENERAL**

- a) CSL/HCSL reserves the right to accept or reject any of the EOI without assigning any reason anytime or incurring any liabilities towards the firms. Submission of the EOI shall not automatically make the applicant eligible to receive the Limited Tender Enquiry (LTE).
- b) CSL/HCSL will treat the completed EOI forms as confidential. Materials submitted by the firms will not be returned.
- c) The LTE to be issued subsequently to mentioned in detail in the Limited Tender Enquiry to be issued to
- d) All corrigenda, addenda, amendments and clarifications to the request for Expression of Interest will be hosted only in the website [www.cochinshipyard.com](http://www.cochinshipyard.com) or <http://www.eprocure.gov.in>. and not published in the newspapers or any other media. Bidders shall keep themselves updated with all such developments till the last date and time of submission of EOI.
- e) Supply, installation, testing and commissioning of the integrated system shall be completed within 7 months from the date of issue of purchase order.
- f) Installation and commissioning at site shall be performed to the satisfaction of Engineer/HCSL owner or third party agency such as IRS,DNV or LLOYD engaged by HCSL.
- g) All installation and commissioning arrangements including mobile equipments (Hydra),tools, tackles, labour etc shall be in the scope the bidder.
- h) The place of arbitration and jurisdiction shall be at Kolkata.
  - i) Risk Purchase: If the supplier fails to supply the items ordered within the delivery date or violate any of the terms and conditions of the purchase order, CSL/HCSL shall have the following rights.
    - a. To terminate the contract with 15 days notice fore feiting the security deposit.
    - b. To initiate alternate procurement action at the risk and cost of the supplier

## **8. SUBMISSION OF EXPRESSION OF INTEREST**

Applications (01 ORIGINAL + 01 COPY ) for pre-qualification in connection with the Restructuring and Augmentation of M/s. Hooghly Cochin Shipyard Ltd (HCSL), Kolkata shall be

Addressed to:

General Manager (BD&NP)

New Projects Department

Cochin Shipyard Limited

Perumanoor P O, Kochi – 682015, Kerala, India

Phone: +91 484 2501904 / 1903 / 1902

Email: [najeeb.eh@cochinshipyard.com](mailto:najeeb.eh@cochinshipyard.com), [nitin.narayan@cochinshipyard.com](mailto:nitin.narayan@cochinshipyard.com)

Clarification if any shall also be sent to the above Email ID's.

- Enquiry No. & Date : HCSL/PROJ/39/2018-19 dated 18th SEP 2018
- Last date and time of Receipt of EOI : **10th Oct 2018**, IST 1500 hrs

The contact point for any clarification / correspondence is the following

1) **Nitin Narayan**, Senior Manager (New projects)

Telephone: +91 484 2501904, HP: +9687606221

Email: [nitin.narayan@cochinshipyard.com](mailto:nitin.narayan@cochinshipyard.com)

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Email: [najeeb.eh@cochinshipyard.com](mailto:najeeb.eh@cochinshipyard.com)

With a copy to consultant M/s KITCO as below

2) [sajithkumarev@kitco.in](mailto:sajithkumarev@kitco.in), [mail@kitco.in](mailto:mail@kitco.in), [arunvenu@kitco.in](mailto:arunvenu@kitco.in),  
[shuhaibt@kitco.in](mailto:shuhaibt@kitco.in)

### **Consultants/Engineer**

M/s. KITCO Limited,  
Femith's,  
PB No.4407,  
Puthiya Road,  
NH Bypass,  
Vennala,  
Kochi-682 028

## 9. LIST OF ANNEXURES

- Annexure – 1: Format for Financial capability
- Annexure –2: Application for qualification
- Annexure-3: Format of Power of Attorney
- Annexure –4: Format of solvency certificate
- Annexure-5: Structure and Organization
- Annexure –6: Format of Integrity Pact
- Annexure –7: Experience: Relevant Projects Completed
- Annexure- 8: Present Order book position
- Annexure –9: Declaration by Contractor

Appendix-A: Tentative layout of plate preservation line and plate straightening system  
Appendix –B: The shop lay out for the preservation line and plate straightening shed

-Sd/-

General Manager (BD&NP)

नितिन नारायण  
**NITIN NARAYAN**  
वरिष्ठ प्रबंधक  
**Senior Manager**  
कोचीन शिपयार्ड लिमिटेड  
**Cochin Shipyard Ltd.**  
कोच्ची / Kochi - 682 015

**FORMAT OF FINANCIAL CAPABILITY**

FINANCIAL DETAILS OF..... (APPLICANT)

Sl No	Financial Year	Annual Turnover	Profit after Tax	Net worth as at the end of the financial year
1				
2				
3				

*Note: The annual reports shall be attached with annual turnover figures highlighted.*

Signature of the authorized representative of Applicant with seal and date

**Certificate from the Statutory Auditors:**

This is to certify that.....(*name of the Applicant*) has received the payments shown above in the respective years and that the net worth is as computed.

Name of Statutory Auditors:

Designation:

Name of firm:

*(Signature of the Authorized Signatory Auditors)*

*(Seal of Firm)*

**APPLICATION FOR QUALIFICATION**

Letter of Proposal / Bid-Covering Letter  
(On Applicant's Letter Head)

(Date and Reference)

To

General Manager (BD & NP)  
Cochin Shipyard Limited  
Perumanoor PO  
Kochi - 682015

Dear Sir,

Sub: Expression of Interest for Manufacture, Supply, installation and commissioning of plate preservation line and plate straightening machine for HCSL Nazirgunge project of Hooghly Cochin shipyard Ltd.

With reference to your Request for EOI referred above, We, (name of the applicant) having examined all relevant documents and understood their contents, hereby submit our Proposal for the short listing of plate preservation line and plate straightening machine manufacturers and state that:

1. All information provided in the Proposal and in the Appendices is true and correct.
2. We shall make available to HCSL any additional information it may find necessary or require to supplement or authenticate the Proposal.
3. We are not under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings.
4. We have not applied for CDR / SDR / S4A / RP / CIRP in the last three financial years and till the time of submission of the EOI.
5. We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.

Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative)

(Name of the Applicant / leader)



**FORMAT OF POWER OF ATTORNEY**

Mr. / Mrs. /Ms. \_\_\_\_\_ (Name of the Person(s),  
 domiciled at acting as \_\_\_\_\_ (Designation and name of the  
 company), and whose signature is attested below, is hereby appointed as the Authorized  
 Representative and authorized on behalf of  
 \_\_\_\_\_ (Name of the company) to provide  
 information and respond to enquiries etc. as may be required by the Employer for the project of  
 \_\_\_\_\_ (Project title) and is hereby further authorized to  
 sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_ )

For \_\_\_\_\_  
 (Name & designation of the member of company)

Note:-

3) *Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender, eg., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the “Partnership Deed” should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender.*

*The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so*

*signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.*

**SOLVENCY CERTIFICATE**

Certified that to the best of our knowledge and information (Insert name of applicant)....., a customer of our bank is respectable and can be treated as capable for executing the work up to a limit of Rs. ....(Rs.....).

It is clarified that this certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature

Manager,

Bank

Note: This certificate may be issued on the letter head of the bank and addressed to the General Manager (BD & NP), Cochin Shipyard Ltd

STRUCTURE AND ORGANIZATION

1. Name of Applicant :

Address :

Phone :

Fax :

Email :

Contact details of designated representative :

Registered office

Address :

2. Description of company detailing various activities dealt by the firm:

3. Legal status:

4. Date of establishment:

5. Number of years' experience:

6. Please indicate here or attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative)

(Name of the Applicant)

Seal of the company

**Note: Applicant to attach Certificate of Incorporation, notary vetted in case of Indian bidders, and embassy attested in the case of foreign bidders.**

## PRE CONTRACT INTEGRITY PACT

### 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 General Manager, Cochin Shipyard Ltd(CSL) having its registered office at Cochin, Kerala 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 inconformity 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:-

### **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.

### **Commitments of BIDDERS**

3. 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:-
  - 3.1 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.
  - 3.2 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 of 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.
  - 3.3 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.
  - 3.4 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.
  - 3.5 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.

- 3.6 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.
- 3.7 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.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 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.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 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.
- 3.13 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** as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) 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 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 Monitors**

- 8.1 The PRINCIPAL has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.  
Mr. P.K. Vijayakumar, IRS (Retd)  
Madhavam, Vaniyan Lane  
Punkunnam P.O  
Thrissur 680002  
Mobile: 8547381122  
Email: [vkmenon78@gmail.com](mailto:vkmenon78@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 Monitor notices, 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 Monitor has 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 Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor 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 Monitor 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 Monitor the option to participate in such meetings.
- 8.8 The Monitor 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**

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

**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 5years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. Incase 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 BIDDER**

Name of the Officer CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness

Witness

1.....

1.....

2.....

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.

**EXPERIENCE: RELEVANT PROJECTS COMPLETED**

Please fill in information about the relevant projects completed during the last fifteen years:

Name of company:

Sr No.	Name of Client	Main Technical Particulars	Contract value and date	Year of commissioning	Details of documentary evidence provided
1					
2					
3					
4					
5					

I/ We hereby solemnly certify that the above furnished information is correct and true to the best of my / own knowledge and records available in the company.

Signature of authorized signatory

Name:

Designation:

Date:

(Company seal)

**PRESENT ORDER BOOK POSITION**

Name of company:

Give information about all ongoing projects in progress, including those where the company has received a letter of intent, but a formal contract has not been awarded.

The below details would not be considered for PQ evaluation. This is for information only

<b>Sr. No</b>	<b>Name of Client</b>	<b>Project &amp; location</b>	<b>Contract value</b>	<b>Scheduled date of completion of work</b>
1				
2				
3				
4				

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if HCSL demands

Signature of Statutory Auditor:

Name & Address

(Company Seal)

**DECLARATION BY CONTRACTOR**

1. We are not under a declaration of ineligibility issued by Govt. of India / any state govt. in India / Public Sector Undertakings/ employer.
2. “I / we have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the pc act in connection with the bid.”
3. I / we agree that the decision of HCSL in selection of contractors will be final and binding to me/us.

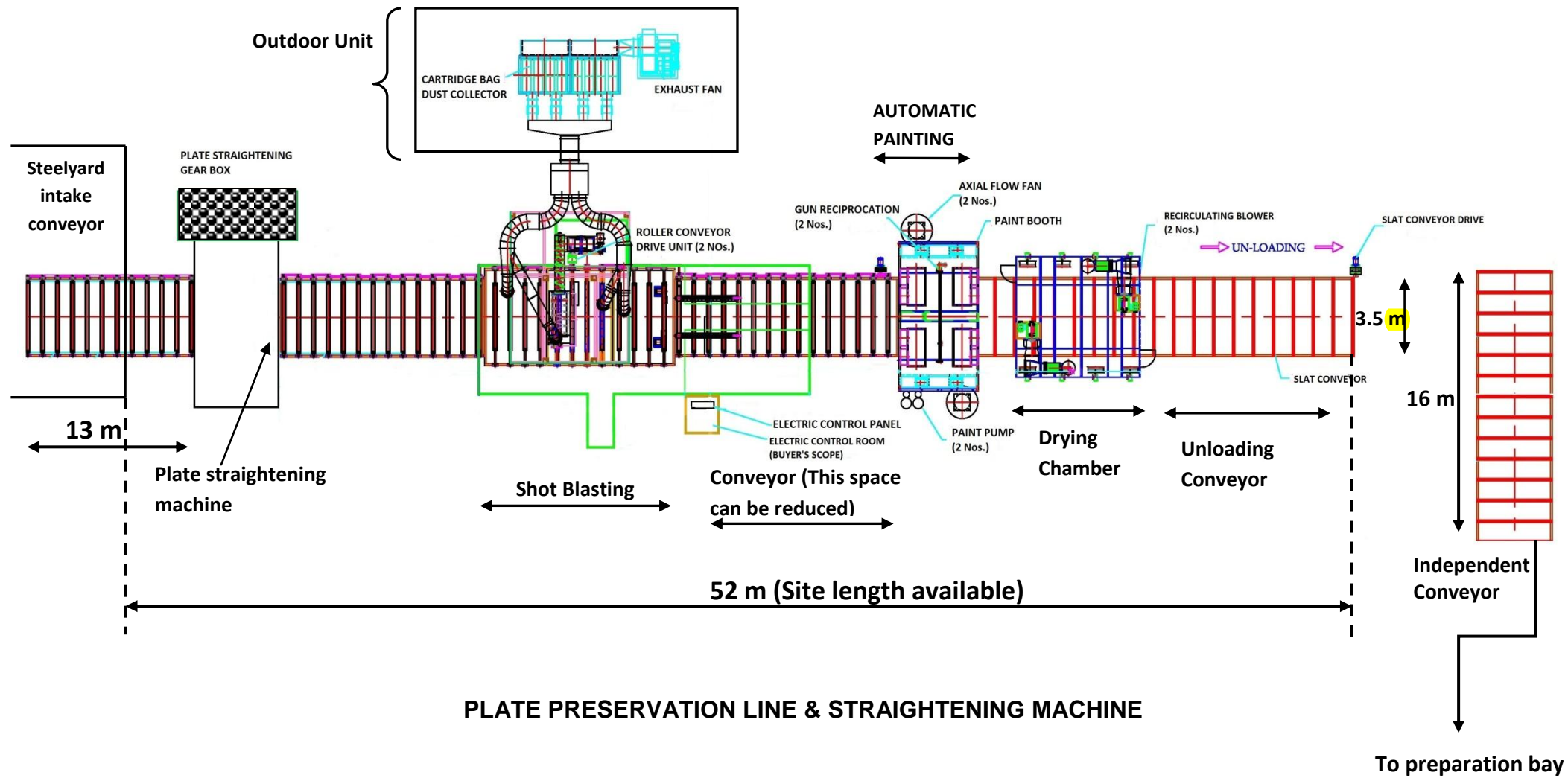
Signature:

Name & Designation:

Company seal:

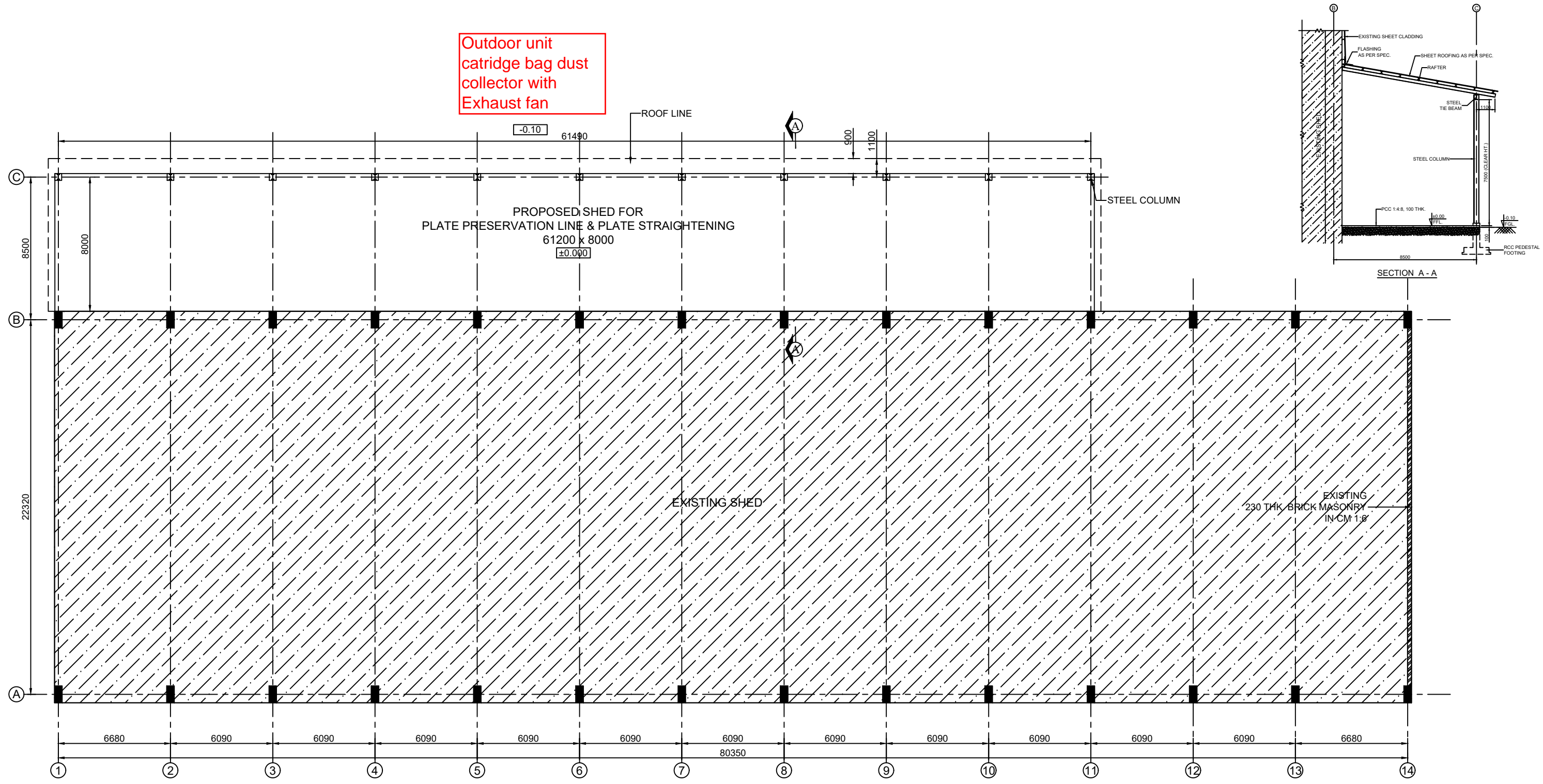
Date:

NB: To be furnished on the Bidder Letter Head



# APPENDIX - B

Outdoor unit  
catridge bag dust  
collector with  
Exhaust fan



PLAN - EXTENSION OF EXISTING SHED (FOR BLASTING & PAINTING)

PROPOSED AREA = 507.50m<sup>2</sup>