Tender No: HCSL/OPS/SB/TEN/103/2022-23 Dated: 04.02.2023

NOTICE INVITING TENDER

Sealed competitive tenders are invited on behalf of Hooghly Cochin Shipyard Limited (HCSL) from experienced vendors for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer Scope of Work, General Terms and Conditions and Special Terms attached.

Tender No. & date	HCSL/OPS/SB/TEN/103/2022-23, Dt.- 04.02.2023
Scope of work	**Procurement of Wooden Fender for Box Caisson Gate at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah. (Detailed specification is enclosed separately)**
Type of Tender	Singe Bid
Cost of tender form	**NIL**
Earnest Money Deposit (EMD)	**NIL**
Last date & time of receipt of tender	25.02.2023 at 1500 Hrs.
Date & time of opening of technical bid	25.02.2023 at 1530 Hrs.
Tenure of contract	**Within 30 Days** (from the date of issuance of Purchase Order).
Officer - in - Charge	Name: Saikat Kumar Biswas Designation: Deputy Manager (Materials) Email: saikat.biswas@hooghlycsl.com Phone No: 8250792208 Name: Sreerag. G Designation Manager (Materials) Email sreerag.g@hooghlycsl.com Phone No 9482608957

Tender reference number highlighting due date & time of submission of tender should be clearly indicated on top of the respective envelopes.

Sealed tenders in Single over system (Prequalification cum Technical and Price Bid in a single cover) addressed to The DGM (P&O) shall be **dropped in the HCSL tender box or courier to Hooghly Cochin Shipyard Ltd (HCSL), Satyen Bose Road, Danesh Sk Lane (PO), Nazirgunge, Howrah, West Bengal, PIN -711109 to reach us on or before the due date and time. Mail Quotations are not acceptable.**

1. **Minimum qualification criteria for participating in the tender will be as follows:**

i. Bidder should be experienced in the business of supplying wood (hard/soft wood) or wooden products for minimum period of three years. Supporting documents (work completion certificate/Tax invoice/Payment advice etc) for the same should be submitted along with the bid.

ii. Audited Balance sheets showing turnover, Profit & Loss statement of the firm for the preceding 03 years (2019-20, 2020-21, 2021-22) should be submitted along with the application for prequalification.

iii. The Tenderer should enclose copy of Trade License, PAN, GST registration certificate, Income tax returns for last three FY.

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)

The tender documents can be downloaded from HCSL website www.cochinshipyard.in or www.hooghlycsl.com or www.eprocure.gov.in. The tender documents are available on above mentioned link. All corrigenda, addenda, amendments and clarifications to this tender will be hosted in the website www.cochinshipyard.in or www.hooghlycsl.com or www.eprocure.gov.in and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.

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

Officer - in - Charge for the above work:

Name: Saikat Kumar Biswas
Designation: Deputy Manager (Materials)
Email: saikat.biswas@hooghlycsl.com
Phone No: 8250792208

Name: Sreerag. G
Designation Manager (Materials)
Email sreerag.g@hooghlycsl.com
Phone No +91 9482608957

Only for query in connection with material certificates, make & grade (Please contact the below person)

Name: Rakesh Kumar Sagar
Designation: Manager (Naval Arch.)
Email: rakeshkr.sagar@hooghlycsl.com
Phone No: +91 9508921575

For Hooghly Cochin Shipyard Limited

TABLE OF CONTENTS

Sl. No.	Description	Annexure
1	Scope of Supply & Important Instruction	1
2	Technical Specification Check list	2
3	Price Bid Format	3
4	General Terms & Conditions	4
5	Special Terms & Conditions	5
6	Commercial Checklist	6
7	Vendor details	7
8	NEFT Mandate Form	8
9	List of deviation	9
10	Format of Bank Guarantee towards SD	10
11	Form of Self Declaration	11
12	Form of Legal Cases	12

For **HooghlyCochin Shipyard Limited**

Signature and Seal of the Bidder(s)

ANNEXURE- 1

A) SCOPE OF SUPPLY

Procurement of Wooden Fender for Box Caisson Gate at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah for Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah (Detailed specification is enclosed separately).

B) IMPORTANT INSTRUCTION

Suppliers shall take notice on the following points for its strict compliance

As the items are critically required, non-compliance of any of the following points will invite disqualification of the submitted offer without any further communication/ notice from this office in this regard.

I. For the consideration of the offer and its price bid opening, suppliers should ensure the compliance of following points (which are mandatory in line with this particular tender) as stipulated in the general terms and conditions of enquiry and techno-commercial check list herewith.

1. Pre-Qualification Criterion.
2. Payment terms.
3. Validity of offer.
4. Security deposit.
5. Guarantee.
6. **Lab test certificates to meet the Specification.**
7. Liquidated damage.
8. Risk purchase
9. **Grade** of offered item.
10. Self-certified copy of MSE/NSIC certificate **in relevant** field, if applicable
11. Price bid to be submitted strictly as per the price bid format attached at Annexure-3
12. Un priced bid as per Annexure-3 to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable & details like quoted/nil/included to be mentioned for each line item

II. **MSME/ NSIC BENEFITS:**

A. The following benefits are extended for all the firms who are registered with District Industries Center and come under the category of **Micro and Small** Enterprises holding a valid Entrepreneurs Memorandum (EM) part ii certificate or Udyog Aadhaar Certificate. However, in order to avail the benefits as per public procurement policy for MSME's orders, 2012, all MSE bidders are required to declare their Udyog Aadhaar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.

- Tender Forms Shall Be Issued Free of Cost.
- Payment of earnest money deposit (EMD) is exempted.
- The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.

B. For all firms who are registered with National Small Industries Corporation (NSIC) and come under Micro and Small Enterprises holding a valid NSIC certificate, the below benefit also extended in addition to above.

Waiver of security deposit (SD) for the performance of the contract (3% of the order value by the way of bank guarantee till the supplies are completed), up to financial limit as mentioned in NSIC certificate. However, to ensure performance of the item during the guarantee period a performance bank guarantee (PBG) (5% of order value by the way of bank guarantee) to be submitted by the firm as applicable.

C. This tender shall be based on MSME order dated 23rd march 2012, pertaining to public procurement policy.

D. When supply/service as per tender is divisible in nature, MSE's within price band of L1+15 percent shall be allowed to supply a portion up to 25% of requirement by bringing down their price to L1 price where L1 is non MSE's. If multiple vendors satisfy the above condition, requirement shall be divided equally. In this scenario, preference shall be given to SC/ST vendors to such an extent that they are allowed to supply minimum 4% out of the 25% in line with the aforementioned MSME order. SC/ST vendors shall submit a valid certificate from district industries center / NSIC, for qualifying in the above criteria.

E. In the case of tender item non-splitable or non-divisible, MSE's quoting price band L1 + 15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSE's, considering spirit of policy for enhancing the government procurement from MSE's.

F. Traders are exempted from the benefits from Public Procurement Policy, for MSEs Order, 2012. As mentioned in O.M. No. 5/2(2)/2021-E/P & G/Policy dated 02.07.2021, Retail and Wholesale traders can register on Udyam Registration Portal for the purpose of Priority Sector Lending (PSL) only.

III. It is reiterated that offers submitted without compliance of any one of the aforesaid points will not be considered for its evaluation and summarily be rejected on commercial background without any further clarification/ notice/ communication in this regard from M/S Hooghly Cochin Shipyard Ltd., even though the offer is technically acceptable.

For Hooghly Cochin Shipyard Limited

Annexure -3

Price Bid Format

Sl. No.	Material Description	Size (in mm)	Unit	Total Qty	Rate/Unit	Amount	GST Amount	Total Rate including GST
-	-	-	-	A	B	C=A X B	D	E = C + D
1	First class, Grade A all seasonal Sal Wood (Shorea Robusta) from Himalayan region	300x225x3000	nos	04				
2		300x250x4000	nos	14				
3		300x250x700	nos	04				
Total Amount without GST (INR)- [C1+C2+C3]								
Total GST Amount (INR)- [D1+D2+D3]								
Total Amount with GST (INR)- [E1+E2+E3]								
In words								

1. Quotation for all line items is mandatory. Partially quoting for few line items shall result in rejection of the bid.
2. All materials to be supplied FOR HCSL store basis.
3. Quoted rate should be inclusive of all charges considering entire Scope of Work and Technical Specification. Grade certification charges and Freight charges, if any also should be included in Unit Rate and not to be mentioned as a separate line item
4. Price Bid to be submitted strictly as per format. Modifying the format will result in rejection of the bid.
5. L1 Bidder will be evaluated based on the combined cost of all the items excluding GST.

Signature and Seal of the Bidder(s)

TECHNICAL SPECIFICATION

Specification, Dimension and Quantity of Wooden Fenders				
Sl. No.	**Material Description**	**Specification**	**Dimension (in mm)**	**Quantity (in nos.)**
1	Sal Wood (Shorea Robusta)	First class, Grade A all seasonal Sal Wood (Shorea Robusta) from Himalayan region	300 x 225 x 3000	04
2			300 x 250 x 4000	14
3			300 x 250 x 700	04

NOTE:

1. Wooden Fenders to be tested in any Govt. approved Laboratory for Grade Certification & Physical test (Tensile strength, compressive strength etc.). Original Lab Certificate to be produced during Material delivery.

2. Wooden Fenders should be accurate in dimensions with good finishing.

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.

g) Supplied material to be verified defect free, and to be accepted by Officer of HCSL.

h) Payment towards all on account bills shall be normally paid within 30 working days from the date of receipt of error free certified bill by the Officer of HCSL as far as possible.

i) To avoid non-acceptance, ensure to indicate P.O.NO, ITEM NO, PART NO. AND VENDOR CODE in the Delivery Challan accompanying the material.

j) (i) The invoice shall be compliant with GST Law. (ii) GST liability is to be discharged and ensure filing of outward supply details on GSTN portal within timeline prescribed. (Covered under GST Terms and Condition at (B) (iii) Any debit note/supplementary invoice if any, is to be raised within September month following the respective financial year or filing of annual return by HCSL, whichever is earlier. (iv) Any loss of tax credit due to the reason attributable to supplier shall be recovered from supplier along with Applicable interest and penalty.

12. Materials offered shall confirm to HCSL specification.

13. **Force Majeure condition**: - 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.

14. **Liquidated Damage: -** 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 in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further GST will be applicable upon LD and the same also will be deducted along with LD. However LD applicability is without prejudice to HCSL right to terminate contract for delayed delivery or other actions as per Risk Purchase clause.

15. **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, HCSL shall have the following rights.
    a) To terminate the contract with 07 days' notice forfeiting.
    b) To initiate alternate procurement action at the risk and cost of the supplier.

Annexure - 4

GENERAL TERMS AND CONDITIONS

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.

2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ambiguous offers are likely to be rejected.

3. Offer shall be submitted in the prescribed form to M/s Hooghly Cochin Shipyard Ltd (HCSL), Nazirgunge Works, Satyen Bose Road, P. O. Danesh Sk. Lane, Howrah - 711 109, West Bengal at the designated tender box and has to be addressed to The DGM, P&O (HCSL).

4. All applicable taxes, duties, transportation, delivery, etc at HCSL Nazirgunge, should be included in the rate quoted, unless specified otherwise. HCSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.

5. Indigenous tenderers should quote prices for delivery of materials at HCSL stores and in the case of foreign bidders the same shall be on Ex Works / FOB basis only. C&F prices shall also be indicated in the offer. Insurance in all cases shall be arranged by the bidders, unless it is specifically mentioned.

6. Bidders to note that no advance payment will be made by HCSL against work order issued.

7. 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.

8. **Delivery Period is 30 days from the date of issue of PO.**

9. Material unloading scope is under HCSL Account.

10. Delivered material weight will be re-verified by HCSL Weigh Bridge, if required.

11. **PAYMENT TERMS:**

a) For general items HCSL payment term is 100% within 30 days of receipt and acceptance of materials at HCSL stores after inspection.

c) 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. 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.

b) If the bidder is not agreeable to submission of SD/ warrantee 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. However in cases where total quoted value is less than 20 lakhs,(ie split order etc) and the order value of entire tendered items is more than Rs 20.0 lakhs , the aforesaid loading will be applied on individual items in following cases.

- The bidder has not quoted for entire tendered quantity
- HCSL has technically / commercially rejected a few items in the tender

c) SD to be submitted within 7 Days of receipt of order from yard.

d) Format of bank guarantee along with enquiry to be agreed, in general.

e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to HCSL designated bank (for overseas bidders)

23. Supplier should depute only persons who are entitled for exemption for income tax in India for any site work. In case the supplier does not depute such persons, the tax liability will be to supplier's account.

24. Packing Material should be eco-friendly.

25. Supplier should follow the statutory requirements of products offered.

26. After submission of tender, no unsolicited correspondence will be entertained.

27. 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.

28. In any case of the above conditions is not acceptable to the tenderer, it should be specifically indicated in the tender failing which it will be presumed that all the terms and conditions are acceptable.

29. 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.

30. If an agent submits bid on behalf of the 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.

For Hooghly Cochin Shipyard Limited

16. **Warranty/ Guarantee: -** 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 of 24 months from date of despatch of items. Should such damage/ failure occur within the Guarantee period, supplier should immediately rectify the failure by repair/ replacement of any such part found to be under performing/ defective, at supplier's own expenses.
Further, replaced/repaired items shall be guaranteed for 12 months from date ofrepair/replacement.

17. **MSEs, Startups and Make in India:** Local Suppliers (Make In India), MSE firms and Start-ups will be eligible for various Relaxation in pre-qualification criteria and other Benefits as per orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxations in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab, for further reference.

18. Suppliers are allowed to depute their authorized representative to be present at the time of opening of the price bid.

19. **Indian Agent** - Hooghly Cochin Shipyard Ltd. (HCSL) is a 100-percentage subsidiary of Cochin Shipyard ltd (CSL) under ministry of shipping, Govt. of India Enterprise and prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with HCSL, the commission payable by the supplier to such an agency shall be intimated. The Indian agent shall be enlisted with Director General of Supplies and Disposals under the compulsory registration scheme of Ministry of Finance.
If manufacturer's effect supplied through Agents only, authorization in writing from manufacturers in favor of the Agent for supply to HCSL shall be furnished. If Indian Agent submits offers on behalf of foreign manufacturers, copy of the Agency Agreement between them and their mutual interest in the basis to be furnished. In case where an Agent participates in a tender on behalf of a foreign manufacturer with specific authorization from the manufacturer, he should not quote on behalf of another foreign manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item. In other words, one Agent cannot represent two suppliers or quote on their behalf in a particular tender.

20. **Jurisdiction:** All questions, disputes or difference arising under, out of, or in connection with contracts shall be subjected to the exclusive jurisdiction of the Courts at Kolkata, India.

21. **Cost of Tender and EMD (Earnest Money Deposit)**: NIL

22. **Security Deposit/ Warrantee Bank Guarantee:**

a.i The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour 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.

a.ii) 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 mutually agreed plus 90 days. However, in the case of items where WBG is not applicable (as in 21), the SD shall be valid for item delivery at yard plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Hooghly Cochin Shipyard Limited, Kolkata.

a.iii) The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency).

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, along with 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 along with 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 wouldbe a ground for immediate termination and further legal action in accordance with law.
2	Wordings of certificate to be submitted along with 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 along with 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.

Tender condition - Preference to Make in India	
A	Purchase preference in accordance with Public procurement (Preference to Make in India Order – 2017) Order from Department of Promotion of Industry and Internal Trade P – 45021 /2/2017/–B.E –II dt ,4.6.2020 and as amended from time to time shall be applicable as per below
1	In the procurement of all goods/services/works in respect of which there is sufficient local capacity/local competition , only Class I Local suppliers shall be eligible to bid irrespective of purchase value
2	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores , only Class I local suppliers along with Class II local suppliers shall be eligible to bid.
	Purchase preferences for Class I local suppliers
B	In the procurement of goods/works covered under 2 above and which are divisible in nature , Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity , next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on . If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.
2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone , Class I local supplier shall get purchase preference over Class II/Non local supplier as per below

3	If L1 is not a Class I local supplier , lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted .In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference
C	Local content requirement to categories a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.
1	Class I –Local content equal to or greater than 50%
2	Class II–Local content greater than 20% , less than 50%
3	Non local –Local content less than 20%
D	Declaration of local content
1	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.
2	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content
3	Verification of the Certificates issued by the bidder shall be carried out by HCSL onrandom basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.
4	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs
5	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.

SPECIAL INSTRUCTIONS FOR SINGLE BID SYSTEM

1. **MODE OF SUBMISSION OF TENDERS**

   Tenders should be submitted in ONE Single sealed cover superscripted in capital letters as "TECHNO-COMMERCIAL" & "PRICE" Bid indicating the tender number, due date and name & address of the tender.

2. **TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS**
   a. Stamped and signed copy of all pages of **tender document and corrigenda (if any)** with all supporting document.
   b. Technical Specification check list as per **Annexure 2.** to be compiled **"Other Material Grade NOT acceptable".**
   c. Techno-commercial check list as per **Annexure 6** with supporting documents if required.
   d. Vendor Details as per **Annexure 7.**
   e. NEFT mandate Form as per **Annexure 8.**
   f. List of Deviation (if Any) as per **Annexure 9.**
   g. Security Deposit format as per **Annexure 10.**
   h. Self-Declaration as per **Annexure 11**
   i. Legal Case Format as per **Annexure 12**
   j. Audited Balance sheets showing turnover, Profit & Loss statement of the firm for the preceding 03 years (2019-20, 2020-21, 2021-22) should be submitted along with the application.
   k. Copy of Trade License, PAN, GST registration certificate, Income tax returns for last three FY.

3. **PRICE PART**

   In Price Part as per Price Bid format (**Annexure 3**) should be signed and stamped kept in same cover and submitted strictly as per tender schedule.

4. **Validity:** The offer should be valid for a minimum period of **45 Days from the date** of Techno-Commercial Bid opening.

5. HCSL reserves the right to alter, modify the scope of supply at their discretion.

6. The Techno-commercial part and Price part will be opened on the due date of tender. Tenderers **are allowed to attend the Bid opening.**

7. The Tenderer shall ensure that their Indian Agent is not representing any other suppliers for the same Tender. In other words, Indian Agents are not permitted to represent more than one firm for a particular Tender.

8. Details of optional items, if any, should be indicated under separate heading in the technical bid and the respective price details should be given in the price bid.

9. After submission of quotation / price opening, no unsolicited correspondence will be entertained.

10. For Post Bid Queries 05 days time will be given. If Queries are not closed within 05 days Bid will be rejected. 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.

11. Price part should be submitted exactly in the Price Format as provided. Price should be quoted separately for

each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.

12. Check lists, technical & commercial, duly filled & signed should be submitted along with Part-I "Techno-Commercial" bid. Non-receipt of this document may lead to rejection of the offer.

13. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.

14. The tender document to be submitted by the bidder in duly signed and sealed format.

15. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any).

For Hooghly Cochin Shipyard Limited
DGM (P&O)

Annexure 6

TECHNO-COMMERCIAL CHECK LIST				
SL. NO.	**DESCRIPTION**	**COMPLIANCE**		**REMARKS**
		YES	**NO**	
1.	Submission of Tender in one (01) part – Techno-commercial & Price			
2.	Delivery date confirmation to yards delivery schedule			
3.	Validity of offer – 45 Days			
4.	Payment Terms - confirm your offered mode of payment			
	100% of the amount will be released after the completion of work against the order as per the scope of work, technical specifications and terms and conditions to the full satisfaction and acceptance of HCSL Officer-in-charge and on furnishing bill in triplicate.			
5.	The Prices offered should remain firm till the completion of delivery, in case the purchase order is placed with you.			
6.	Delivery of material at HCSL store including freight & insurance charges.			
7.	For indigenous suppliers: Have you quoted the rates for delivery at Hooghly Cochin Shipyard (FOR HCSL store) basis.			
8.	A copy of price offers without price to be included in the techno- commercial offer. Please confirm			
9.	Have you considered Taxes, duties, levies, packing & forwarding etc., if any, in the offer.			
10.	Compliance with Pre-qualification criterion			
11.	L.D. payable as per relevant Clause in the General terms of enquiry.			
12.	Disputes in connection with contract subject to jurisdiction of courts at Kolkata India.			
13.	Termination of contract/Risk purchase as per relevant clause in the General terms of enquiry.			
14.	You should furnish Original Lab Test Certificate including Physical Test (like tensile stress, compression stress etc) certificate from Govt. approved lab.			
15.	Confirm all other terms and conditions of enquiry are acceptable.			
16	MSME/NSIC, if yes document required along with technical bid, in relevant sector			
17	Vendor details to be submitted as per Annexure 7			
18	Bidder should be experienced in the business of supplying wood (hard/soft wood) or wooden products for minimum period of three years. If yes, supporting documents (work completion certificate/Tax invoice/Payment advice etc) for the same should be submitted along with the bid.			

Annexure – 7

VENDOR DETAILS (to be submitted along with TECHNICAL 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)	
8	EMD Details (DD No. Name of Bank)	
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/de barred 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:

Annexure 8

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)
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

(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 (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

Annexure 9

COMPLIANCE STATEMENT- SPECIAL INSTRUCTIONS FOR TENDERERS AND TECHNICAL SPECIFICATION	**PAGE 1 OF 1**

Tender Name: **Procurement of Wooden Fenders for Box Caisson Gate at Hooghly Cochin Shipyard Limited, Nazirgunge Unit, Howrah**

TENDER NO: HCSL/OPS/SB/TEN/103/2022-23 DATE: 04.02.2023.

We hereby confirm and truly declare that our Offer / Bid No. .....dated .....is 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.	**Description / Tender Reference**	**Reasons for Deviation**

Name of tenderer:

Date: Name & Designation Seal & Signature

(Company Seal)

Annexure 10

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.

NOW THEREFORE 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 up to 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) underthe 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 fulfillthe 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 byyour 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 up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee onlyand 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 workinghours 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.

Annexure - 11

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:.....

Annexure - 12

(Sample Format)

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

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

SIGNATURE OF BIDDER