

## CORRIGENDUM

Tender no: SBO/698/Design Collaboration/781/2011, dt: 26-11-2011.

The following amendments to the tender notice , specifications and terms & conditions may be noted.

### A. Notice Inviting Tender:

Clause no .7 – This shall be read as “ Offer shall be valid for a period of 36 months from the date of finalization of the contract”.

Clause no. 8 – This shall be read as “EMD of Rs. 1.0 lakh is to be submitted by way of DD drawn in favour of HSL or a Bank Guarantee can be submitted for equal amount as per HSL’s standard format available in HSL’s web site [www.hsl.nic.in](http://www.hsl.nic.in) / Tenders / Standard terms & conditions for all tenders. For unsuccessful bidders EMD will be returned soon after finalization of the contract & for successful bidder EMD will be returned after submission of PBG as per order terms.”

Clause no.10 – This shall be read as “PBG for an amount of 10% of contract value shall be submitted from any nationalized bank as per HSL’s standard format available in HSL’s web site [www.hsl.nic.in](http://www.hsl.nic.in) / Tenders / Standard terms & conditions for all tenders”.

Clause no.12 – This shall be read as “The party should guarantee for the performance of the vessel constructed as per their design and drawings till completion of sea trials successfully”.

Clause No.13 -- This shall be read as “ LD @0.5% per week or part there of subject to a maximum of 5% of the contract value for the delayed submission of drawings will be levied”.

### B. General Terms & Conditions:

Clause no: 1.9 This shall be read as “Where the contractors are not in a position to submit their tenders, they shall inform HSL before the due date their inability to quote.”

Clause no.7 – This shall be read as “HSL reserves the right to conclude parallel rate contracts and also to get contracted work done outside irrespective of the value of the work when such course is considered necessary like when the party is not able to meet the yard’s schedules, not able to meet quality parameters etc.”.

### B. Eligibility Criteria and Capabilities for Selection of Design Collaborator:

Please see the revised document ( Annexure – I mod.) attached to this corrigendum. This supersedes the earlier document attached to tender enquiry.

### C. Detailed Scope for Design Collaboration :

Please see the revised document ( Annexure – II mod.) “ **GLOBAL TENDER FOR DESIGN COLLABORATION**” attached to this corrigendum. This supersedes the earlier document attached to tender enquiry.

### D. Draft Memorandum Of Understanding:

Please find enclosed a draft format ( Annexure – III) for the proposed **Memorandum Of Understanding**.

All other terms & conditions shall remain unaltered.

All bidders should invariably confirm in their techno commercial bid that they have gone through the corrigendum and its attachments before submission of their offer.

Pre-Bid meeting is scheduled at 1000hrs. On 18-01-2012.

The last date for submission of bids is extended up to 1400 hrs., 10-02-2012 and Techno-commercial offers will be opened at 1430 hrs. On 10-02-2012.

Manager(SBO)

**Eligibility Criteria and Capabilities for Selection of Design Collaborator**

S.No	HSL Requirement	Minimum Quantity	To be filled by Design Agency indicating the available quantity
<b>1.</b>	<b>Manpower:</b> The Design House Team shall have minimum following personnel		
a)	<b>Naval architects:</b> 2 members having design experience of minimum 10 years and 5 members of minimum 2 years experience	As given	
b)	<b>Marine / Mech. Engineers:</b> 2 members having design experience of minimum 10 years and 10 members of minimum 2 years experience	As given	
c)	<b>Electrical/Electronics Engineers:</b> 1 member having design experience of minimum 10 years and 3 members of minimum 2 years experience	As given	
d)	<b>Weapons/ Electronic Warfare Engineers:</b> <b>The agency with whom you are tying up has to be indicated</b>	As given	
e)	<b>Model Testing: Shall be carried out by a reputed Agency.</b>		
<b>2.</b>	<b>Infrastructure Details:</b>		
a)	<b>Hardware</b> i. No. of Work stations -- 3 Nos.	As given	
b)	<b>No. of Ship Building Software licenses for the following:</b> i. TRIBON M3 / AVEVA a) Initial design (lines, surface, Calc & Hydro) – 2 nos b) Hull --- 2nos c) Outfit -- 1 no. d) Piping -- 2 nos e) Electrical -- 1 no.	As given	
	ii. NAPA	2Nos.	(Preferred)
	iii. Auto Cadd	10 Nos	
	iv. Nupas Cadmatic	2 Nos.	(Preferred)
	v. FORAN	1 No.	(Preferred)
	vi. Ship Constructor	2 Nos.	(Preferred)

Note: Note: The output should be compatible to the software available at HSL. At present HSL has TRIBON M3/ AVEVA.

<b>3. The Design team shall be capable to undertake the following :</b>			
	a) Conceptual/Basic design	YES / NO	
	b) Functional design	YES / NO	
	c) Detailed design	YES / NO	
	d) Production drawings	YES / NO	
<b>4. Projects handled :</b>			
	a) List of Major projects handled	Minimum 1 for the opted category	
	b) <b>Minimum Criteria to take up this project:</b> One project of similar type of vessel has to be designed (Basic, functional design and detail/production design) and the same will be presently in operation condition. However the scaling of the project will be considered during selection criteria. Details of the project/ship to be furnished.	Certificate to be enclosed	
	c) Customer satisfaction certificate for the ship/project.		
<b>5.</b>	Collaboration/ tie ups/ transfer of technology/joint ventures valid for next 2 years are to be indicated, details of the same are to be indicated and copies to be enclosed.	Details to be mentioned with supporting documents	
<b>6.</b>	Specific mention is to be made that the design organization can take up design of this project on their own or will carry out with foreign/other Indian collaborator. If design house seeks the help of other agency, complete details of the same are to be furnished	Complete In-house / Design with the help of foreign agency	
<b>7.</b>	Annual audited financial reports for the past 3 years are to be submitted to examine the financial capability of the firm.	To be enclosed <b>otherwise offer will not be considered</b>	
<b>8.</b>	In the absence of above data, HSL will not able to assess the capabilities of the design house and the offer will be ignored and no further correspondence will be entertained in this regard.	HSL have complete right to accept /Reject the offer basing on the above criteria	

		indicated by the firms.	
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- Note:
1. A committee will inspect/ examine the facilities against the indicated list before finalizing if required.
  2. The minimum quantities indicated are for IPV class of vessel. However, for other bigger class of vessels the quantities shall be proportionately higher and HSL will finally decide the suitability.

**GLOBAL TENDER FOR DESIGN COLLABORATION**

1. HSL is a major shipyard located on the east coast of India. It has built almost all types of commercial vessels and also few defence vessels. Details of the shipyard are available at the website [www.hsl.nic.in](http://www.hsl.nic.in).
2. HSL intends to supplement its design capabilities by entering into an MoU with a suitable design partner who would have the capabilities, capacity and willingness to collaborate with the shipyard. (Draft MOU enclosed).
3. Tenders are therefore invited from reputed, capable Ship Design Agencies willing to collaborate with M/s. Hindustan Shipyard Ltd, Visakhapatnam in the following areas.

<b>S.No</b>	<b>Stages of design</b>	<b>Input from HSL</b>	<b>Output required from design agency</b>
1.	Concept design	RFP	(a) GA, Build specification, Bill of Materials, lines plan, Resistance and powering, floodable length calculations, preliminary stability calculations, Mid ship section and any other documents required as per RFP. (b) Assistance during TEC
2.	Functional design including Model testing	Approved final Build specification	(a) Hull form based on faired set of lines, Model testing in case hull is not proven, Powering based on model testing, structural details, Weight and C.G of each major item in the ship, final GA, capacities, Class and Owners approved drawings as per contract
3.	Detail (production) design	Class approved drawings as above and Infrastructure details of yard	(c) Development of detailed working plans, NC tapes for steel cutting compatible to HSL's CNC machine
4.	As fitted drawings		

4. Broad categorization of Naval / Coast Guard ships for which design collaboration is required is as follows. However the required time period is to be indicated in the technical bid.

S.no.	Type of ship	Brief particulars	Required Time period in weeks			
			Concept design	Functional design	Detail design	As fitted drawings
(i)	10T BP tug	L.O.A= 24.0 m, Breadth=9.0 m, Depth=3.70 m, Draft=2.80 m, Displacement (full load)= 350 T, Speed= 12 knots, Complement=8				
(ii)	60 T BP tug	L.O.A= 32.0 m, Breadth=10.0 m, Draft=5.0 m, Type= Tractor, Azimuth stern drive (ASD) with twin propeller system, Speed= 12 knots,				
(iii)	Inshore patrol vessel	L.O.A= 48.016 m, Breadth=7.50 m, Depth=4.00 m, Draft=2.10 m, Max. Speed= 34 knots, Complement=35				
(iv)	Offshore patrol vessel	L.O.A= 95.0 m, Breadth=13.14 m, Depth=6.0 m, Draft=3.75 m, T, Max. Speed= 26 knots, Complement=110				
(v)	Survey training vessel	L.O.A= 86.0 m, Breadth=13.0 m, Draft=4.20 m, Tonnage=1900-2000 T, Max. Speed= 16 knots, Complement=265 (29 officers+236 sailors)				
(vi)	Diving support craft	L.O.A= 22.0 m, Breadth (each hull)=4.50 m, Depth=3.0 m, Draft=1.92 m, Speed= 16 knots, Complement=22				
(vii)	Fleet support vessel	LOA=175 m, Beam=25 m, Draught=8 m(max.), speed=21 Kn, Complement=260				

5. The design agency has to specifically indicate the interested category of Collaboration, i.e for one or more or all categories of ships.
6. The design collaboration will be for a period of minimum of three years.

7. The design agency has to indicate the time period for opted categories as per above format and enclose to the techno commercial bid.
8. Contract for Detail (production) design & as fitted drawings is optional, depending on the Yard's requirement. However, HSL will adopt functional design of the same design agency from which the Concept design has been taken.
9. In case, only Concept Design & Functional design are taken from the design Agency, the extent of liability / guarantee for various categories of Design Functions will be up to that level.
10. All drawings / documents shall be compatible to the software available with HSL. At present the soft ware available with HSL is TRIBON M3 / AVEVA.
11. The Tender shall be in two parts
  - (a) Techno- commercial part
  - (b) Price part
12. The techno- commercial part submitted by the Design Agency shall comprise of the following:
  - (a) The area of interest basing on the categorization of ships indicated above.
  - (b) The list of proven hulls readily available for various categories of vessels.
  - (c) The list of various designs supplied to ship builders and copies of their response letters.
  - (d) Design collaborator has to fill all the columns of the eligibility criteria document as furnished by HSL in way of experienced personnel and infrastructure to carry out the design works.
  - (e) List of valid Collaboration/ tie ups/ transfer of technology/joint ventures details of the company is to be indicated and copies of MoUs is to be enclosed. The period of validity shall not be less than 2 years.
  - (f) Specific mention is to be made that the designer can take up the project on their own or will carry out with foreign /other Indian collaborator with valid MoU. If design house seeks the help of other agency, complete details of the same as mentioned above is to be furnished.
  - (g) Annual audited financial reports for the past 3 years to examine the financial capability of the firm.
  - (h) Design agency has to indicate the payment terms.
  - (i) Design agency has to indicate their compliance for all the terms and conditions mentioned as per Annexure-1.

(j) Any other document related to design collaboration.

13. Method of selection:

- (a) Basing on the information submitted by various design agencies, HSL team will scrutinize the suitable design collaborators for different categories.
- (b) In the absence any of above data, HSL will not be able to assess the capabilities of the design house and they will be not considered without any further correspondence.

14. Price Part:

- (a) Basing on the input data obtained from the Design Agencies, HSL would prepare the techno- commercial bids to various Owners. Hence the concept design shall be optimal and is very crucial to win the project. In view of the above, the concept design has to be furnished to HSL free of cost.
- (b) Separate costs shall be indicated for
  - i. Functional Design
  - ii. Detailed (production) Design
  - iii. As fitted drawings
  - iv. Cost of Model Testing.
- (c) As regard to Royalty, it may be noted that, HSL will consider series of five (5) vessels for each category and the design Agencies are required to indicate the royalty for the same. In case the project is for less than 5 vessels, the percentage as indicated in the offer will be considered accordingly.
- (d) The cost of functional design, detailed design & as fitted drawings shall be percentage of the basic cost of each vessel (excluding taxes/duties and spares etc.) indicated in the contract.
- (e) All the applicable taxes shall be indicated in the price offer.

15. The design Agency shall fulfil the requirements as per the enclosed Annexure -II:

16. Terms & conditions:

- (a) Confidentiality: The selected agency has to enter into Non Disclosure Agreement to maintain the confidentiality in exchange of information during execution of the project.
- (b) Order : After award of contract to HSL an order is to entered between the Design Agency & HSL indicating all the terms & conditions.

17. Key Events:

1.	Pre bid meeting	At 1000 hrs. On 18-01-2012
1.	Due date for submission of the bid in <b>TWO-BID SYSTEM</b>	10-02-2012 by 14:00 hrs
2.	Date of opening of Techno-Commercial bid	10-02-2012 by 14:30 hrs
3.	Opening of price bid	The Price Bids of technically qualified parties after technical evaluation would be open on prior intimation to technically qualified parties.
4.	Bid validity	90 days from the date of opening price bid.

18. Standard conditions in the Contract:

Condition:	HSL proposal	Compliance
Payment terms:	Staggered payment terms against deliverables as mutually agreed	
Liabilities & guarantee:	The Design Agency shall stand guarantee for timely completion of all its commitments as per contract. Any delays shall attract price penalties as per mutually agreed terms.	
Delivery Schedules:	Design Agency has to deliver the documents as per contract at HSL.	
Force Majeure:	In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under this CONTRACT, the relative obligation of the party affected by such Force Majeure shall, upon notification to the other party may be suspended for the period during which Force Majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.	
Arbitration:	Any disputes or differences	

	<p>whatsoever, arising out of, or in respect of, or relating to this CONTRACT, which cannot be mutually resolved, shall be referred, with utmost expedition, to Arbitration of a single arbitrator to be agreed upon by the parties hereto. Reference of any dispute to arbitration under this contract shall be deemed to be a reference to Arbitration within the Arbitration Act of India or any statutory modifications for the time being in force.</p> <p>The Arbitration proceedings shall be held at Visakhapatnam. The parties to the dispute will share equally the cost of arbitration, as intimated by the Arbitrators.</p>	
Effective date & duration:	<p>This CONTRACT will come into force with effect from the date on which it is signed by both the parties, hereinafter termed as 'effective date'.</p> <p>This CONTRACT shall remain in force for a period which will be decided mutually and will be indicated in the CONTRACT.</p> <p>On termination of this CONTRACT before completion of all their obligations hereunder the liabilities of the parties to each other shall be subject to mutual agreement, failing which, it shall be determined by the Arbitrators, mentioned hereinafter, provided that the termination is not due to the act, omission or default of either party.</p>	

All the bidders shall submit the compliance to the above commercials conditions which will be incorporated in the contract and same shall be submitted along with techno commercial bid.

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