

ANNEXURE - III

COMMERCIAL QUESTIONNAIRE TO BE ANSWERED BY INDIGENOUS SUPPLIERS AND SHALL BE FURNISHED TO HSL ALONGWITH TECHNO-COMMERCIAL BID INVARIABLY. WHEREVER THE TERMS ARE NOT AGREED BY THE BIDDER,THE BIDDER SHALL GIVE THEIR COMMENTS CLEARLY.

SUBJECT: SUPPLY OF _____

TENDER NO: _____

1. PRICE & TERMS OF DELIVERY:

PLEASE INDICATE TERMS OF DELIVERY OF THE MATERIAL BY PUTTING TICK MARK FROM THE FOLLOWING.HOWEVER WE PREFER TO SUPPLY THE MATERIALS ON DOOR DELIVERY (HSL) BASIS –HSL STORES.

1.1.PRICE QUOTED ON EX-WORKS DESPATCHING STATION BASIS	YES/NO
1.2.PRICE QUOTED ON F.O.R. DESPATCHING STATION BASIS	YES/NO
1.3.PRICE QUOTED ON F.O.R. DOOR DELIVERY BASIS (H.S.L. YARD)	YES/NO

NOTES:

1.1 IN CASE THE TERMS OF DELIVERY OFFERED IS ON EX-WORKS BASIS, PACKING AND FORWARDING CHARGES (P&F) IF APPLICABLE, IS TO BE INVARIABLY INDICATED AS A PERCENTAGE ON EX-WORKS PRICE. OTHRWISE HSL WILL CONSIDER THAT THE PRICE IS INCLUSIVE OF P&F CHARGES.

1.2 IF P&F IS APPLICABLE AND NOT QUANTIFIED BY THE BIDDER, HSL WILL CONSIDER THE LOADING FACTOR OF 2% OR HIGHER AS OFFERED BY THE OTHER BIDDERS IN THE FRAY WILL BE CONSIDERED TOWARDS PACKING AND FORWARDING CHARGES AND SIMILARLY 5% (FIVE PERCENT) TOWARDS FREIGHT AND 1% (ONE PERCENT) INSURANCE CHARGES ON THE PRICE QUOTED ON EX-WORKS TERMS / F.O.R.DESPATCHING STATION TERMS, AS THE CASE MAY BE, FOR COMPARISON PURPOSE WHILE EVALUATING THE OFFERS TO MAKE THEM ON PAR WITH OTHERS.

2. TIME OF DELIVERY :

WE REQUIRE THE MATERIALS ON MOST UGENT BASIS, THE MAXIMUM LEAD TIME IS 3 to 4 WEEKS FROM THE DATE OF PLACEMENT OF ORDER (OR) QUOTE LEAST POSSIBLE DELIVERY PERIOD FOR OUR CONSIDERATION. HENCE BIDDERS MAY QUOTE LEAST/ MINIMUM POSSIBLE/SUITABLE DELIVERY TIME FROM ROLLING MILLS AS ASKED RECKONING FROM PLACEMENT OF ORDER. IF THE DELIVERY QUOTED BY THE BIDDER IS NOT SUITABLE TO OUR REQUIREMENT ,THEIR OFFERS ARE LIABLE TO BE IGNORED, SINCE THE MATERIAL IS MOST URGENTLY REQUIRED.

2.1.EX-WORKS MANUFACTURER GODOWN / F.O.R. DESPATCHING STATION	_____ WEEKS / MONTHS
2.2.F.O.R . DESTINATION / DOOR DELIVERY	_____ WEEKS / MONTHS

3. **FIRM PRICE : PLEASE CONFIRM YOUR PRICE QUOTED SHALL BE FIRM AND FIXED TILL COMPLETE EXECUTION OF ORDER .** YES / NO
4. **GUARANTEE :** PLEASE CONFIRM GUARANTEE FOR THE WOKMANSHIP AND PERFORMANCE OF MATERIAL FOR A PERIOD OF 12 MONTHS FROM DATE OF HANDING OVER OF THE VESSEL TO THE OWNERS OR 30 MONTHS FROM THE DATE OF DESPATCH OF MATERIALS WHICHEVER IS EARLIER. YES / NO
5. **BANK GUARANTEE:** PLEASE CONFIRM SUBMISSION OF BANK GUARANTEE (AS PER ENCLOSED FORMAT) ON A NON JUDICIAL STAMP PAPER WORTH Rs.100/- FOR 10% VALUE OF THE ORDER ISSUED BY ANY INDIAN NATIONALISED BANK WITHIN 7 DAYS FROM PLACEMENT OF ORDER TO COVER THE ORDER EXECUTION PERIOD. **IN THE EVENT OF ANY DEVIATION TO THE ABOVE, YOUR PRICE WILL BE LOADED BY 5% FOR 10% VALUE OF BG FOR COMPARISION PURPOSE (OR) PROPORTIONATELY TO MAKE THE OFFER ON PAR WITH OTHERS WHO AGREED TO HSL CONDITION.** YES / NO
6. **SHORT DESPATCHES:** THE MATERIALS ARE SUBJECT TO FINAL INSPECTION AT OUR SITE AND INSPECTION FINDINGS IF ANY ARE BINDING ON BOTH THE SIDES. ALL SHORTAGES/DAMAGES/WRONG SUPPLIES SHALL BE REPLACED IMMEDIATELY ON RECEIPT OF INTIMATION FROM HSL AT FREE OF COST UNDER FREIGHT PREPAID BASIS. YES / NO
7. **TERMS OF PAYMENT:**
- PLEASE CONFIRM ACCEPTANCE FOR 100% PAYMENT WITHIN 30 DAYS FROM RECEIPT AND ACCEPTANCE OF ORDERED MATERIALS IN HSL YARD AND AFTER RECEIPT OF GOODS RECEIPT NOTE (GRN). YES / NO (OR)
- 7.1 100% PAYMENT WILL BE MADE READY WITH HSL AGAINST SUBMISSION OF PROFORMA INVOICE AND INFORM THE CHEQUE DETAILS FOR SUPPLY, THE CHEQUE WILL BE RELEASED SOON AFTER RECEIPT AND ACCEPTANCE OF THE MATERIALS AT OUR END. YES/NO
8. **TAXES & DUTIES :**
- PLEASE STATE CLEARLY IN YOUR COMMERCIAL PART OF YOUR OFFER THAT THE RATES OF TAXES & DUTIES APPLICABLE AS EXTRA. THE TAXES & DUTIES OR ANY OTHER CHARGES NOT SPECIFIED IN YOUR OFFER, THE SAME WILL NOT BE CONSIDERED FOR PAYMENT AT A LATER STAGE. YES / NO
- 8.1 INDICATE THE PERCENTAGE OF SALES TAX APPLICABLE WITH 'C' FORM _____ %
- 8.2 INDICATE THE PERCENTAGE OF SALES TAX APPLICABLE WITHOUT 'C' FORM _____ %
- 8.3 INDICATE THE PERCENTAGE OF SALES TAX /VALUE ADDED TAX(VAT) APPLICABLE _____ % TO YOUR FIRM AND INCASE OF VAT DEALER INDICATE YOUR TAX PAYER INDEX NUMBER(TIN).....

8.4 INDICATE THE PERCENTAGE OF **EXCISE DUTY** APPLICABLE
_____ % WITHIN THE OFFERED CONTRACTUAL DELIVERY PERIOD.

9. **PART ORDER ACCEPTANCE : PLEASE CONFIRM ACCEPTANCE FOR PLACEMENT OF PART ORDER BY SPLITTING ON INDIVIDUAL ITEM WISE LOWEST BASIS AND WITHOUT CHANGING THE TERMS & CONDITIONS QUOTED BY THE PARTY IN THEIR OFFER. YES / NO**

10. **DELAYED DELIVERIES:**

THE TIME FOR THE DELIVERY OF THE MATERIAL STIPULATED IN ORDER SHALL BE DEEMED TO BE THE ESSENCE OF THE CONTRACT AND DELIVERY MUST BE COMPLETED NOT LATER THAN THE DATES SPECIFIED THEREIN. SHOULD YOU FAIL TO DELIVER THE EQUIPMENTS OF ANY CONSIGNMENTS THEREOF WITHIN THE PERIODS PRESCRIBED FOR SUCH DELIVERY WE SHALL BE ENTITLED TO HAVE RECOURSE TO THE FOLLOWING:

a) TO RECOVER FROM YOU AS AGREED LIQUIDATED DAMAGES AND NOT BY WAY OF PENALTY A SUM EQUIVALENT TO 0.5% (ZERO POINT FIVE PERCENT) AND UPTO A MAXIMUM OF 10% OF CONTRACTUAL PRICE OF THE ORDER FOR EACH WEEK OF DELAY OR PART THEREOF DURING WHICH THE DELIVERY OF THE MATERIAL, MAY BE IN ARREARS.

YES/NO

(OR)

b) TO PURCHASE ELSEWHERE, WITHOUT NOTICE TO YOU ON YOUR ACCOUNT AND AT YOUR RISK, THE MATERIAL NOT DELIVERED OR OTHERS OF SIMILAR DESCRIPTION WITHOUT CANCELLING THE ORDER IN RESPECT OF CONSIGNMENT NOT YET DUE FOR DELIVERY:

YES/NO

(OR)

c) TO CANCEL THE ORDER.

YES/NO

IN THE EVENT OF ACTION BEING TAKEN UNDER (b) AND (c) ABOVE, YOU WILL BE LIABLE FOR ANY LOSS WHICH WE MAY SUSTAIN ON THAT ACCOUNT, BUT YOU SHALL NOT BE ENTITLED TO ANY GAIN ON REPURCHASE MADE AGAINST DEFAULT. DELAYS DUE TO FORCE MAJEURE CONDITIONS SHALL HOWEVER BE CONSIDERED ON SATISFACTORY DOCUMENTARY EVIDENCE.

YES/NO

IF DELIVERY OF THE MATERIAL IS DELAYED OR INCOMPLETE BEYOND 3 MONTHS THE PURCHASER IN ADDITION TO THEIR RIGHT ENVISAGED UNDER (a), (b) AND (c) ABOVE SHALL HAVE THE RIGHT TO CLAIM CONSEQUENTIAL DAMAGES FROM THE SUPPLIERS FOR THE LOSS THE PUCHASERS MAY SUFFER ON ACCOUNT OF SUCH DELAYED OR INCOMPLETE DELIVERY OF THE EQUIPMENT.

YES/NO

IF ANY DEVIATIONS TAKEN IN ACCEPTANCE, NECESSARY LOADINGS WILL BE APPLICABLE AS PER OUR BUSINESS TERMS AND CONDITONS AVAILABLE IN OUR WEB SITE www.hsl.nic.in. IN BRIEF, THE LOADING OF PERCENTAGE WILL BE TAKEN AS 0.50% To A MAXIMUM OF 10% ON THE QUOTED PRICE FOR NON ACCEPTANCE OF LD RECOVERY OF 0.50% TO A MAXIMUM OF 10% AS ABOVE (OR) PROPORTIONATELY, FOR COMPARISION PURPOSE ON PAR WITH OTHER BIDDERS

YES / NO

11. **APPROPRIATION:** WHENEVER UNDER THIS ORDER ANY SUM OF MONEY IS RECOVERABLE FROM YOU, WE ARE ENTITLED TO RECOVER SUCH SUM BY APPROPRIATING IN PART OR WHOLE BY DEDUCTING FROM ANY SUM DUE OR WHICH AT ANYTIME THEREAFTER BECOME DUE TO YOU, IN RESPECT OF THIS OR ANYOTHER ORDER. SHOULD THIS SUM BE NOT SUFFICIENT TO COVER THE FULL AMOUNT RECOVERABLE, YOU SHALL HAVE TO PAY TO US ON DEMAND THE BALANCE AMOUNT NOT SO RECOVERED WITHOUT ANY PROTEST OR DEMUR.
YES / NO
12. **ARBITRATION:** ALL DISPUTES BETWEEN THE PARTIES SHALL BE REFERRED TO THE SOLE ARBITRATION OF THE CHAIRMAN & MANAGING DIRECTOR OF THE PURCHASERS OR TO A PERSON TO BE APPOINTED BY THE CHAIRMAN & MANAGING DIRECTOR AND IF THE ARBITRATOR APPOINTED RESIGNS HIS POST OR VACATES HIS OFFICE OR IS UNABLE TO UNWILLING TO ACT TO ANY REASON WHATSOEVER, THE AUTHORITY APPOINTING HIM MAY APPOINT A NEW ARBITRATOR TO ACT IN HIS PLACE. THE ARBITRATOR SO APPOINTED MAY FROM TIME TO TIME WITH THE CONSENT OF THE PARTIES ENLARGE THE PERIOD OF TIME FOR MAKING AND PUBLISHING THE AWARD. THE ARBITRATOR SHALL ON ALL MATTERS REFERRED TO HIM INDICATE HIS FINDINGS ALONG WITH THE SUMS AWARDED SEPARATELY ON EACH INDIVIDUAL ITEMS OF DISPUTE AND **THE VENUE OF ARBITRATION SHALL BE IN ALL CASES, SUBJECT TO THE CONVENIENCE OF THE ARBITRATOR, BE VISAKHAPATNAM ONLY.** THE AWARD OF THE ARBITRATOR SHALL BE FINAL AND BINDING SUBJECT TO THE PROVISIONS OF THE INDIAN ARBITRATION AND RECONCILIATION ACT, 1996.
YES / NO
13. **JURISDICTION:** THE ENFORCEMENT OF THE TERMS OF THE CONTRACT AS WELL AS ALL THE TRANSACTIONS ENTERED INTO BY THE SUPPLIERS WITH PURCHASERS SHALL BE DEEMED TO HAVE TAKEN PLACE WITHIN THE **JURISDICTION OF VISAKHAPATNAM** WHERE PURCHASERS WORKS AND OFFICE ARE SITUATED AND ANY CAUSE OF ACTION ARISING IN THE DUE PERFORMANCE OR BREACH OF THE CONTRACT BY EITHER OF THE PARTIES HERETO SHALL BE DEEMED TO HAVE ARISEN WITHIN THE JURISDICTION OF VISAKHAPATNAM NOT WITHSTANDING THE RESIDENCE OR PLACE OF BUSINESS OF THE CONTRACTORS/SUPPLIERS.
YES / NO
14. **FORCE MAJEURE:** UNFORCEABLE CAUSES BEYOND THE CONTROL AND WITHOUT ANY FAULT OR NEGLIGENCE OF EITHER PARTY WHICH EFFECT DELAY OR FAILURE TO FULFILL THIS AGREEMENT PARTIALLY OR WHOLLY SHALL BE REGARDED AS FORCE MAJEURE AND SHALL INCLUDE CAUSES SUCH AS ACTS OF GOD, WAR, FIRES, FLOODS, EPIDEMICS, GOVERNMENT RESTRICTIONS, STRIKES ETC.
YES / NO
- 14.1. THE OCCURRENCE OF CASE OF FORCE MAJEURE SHALL BE NOTIFIED BY THE PARTY AFFECTED BY IT TO THE OTHER PARTY IMMEDIATELY BY FAX AND CONFIRMED BY REGISTERED LTR/ FAX, STATING THE NATURE OF OCCURRENCE ACCOMPANIED BY A CERTIFICATE ISSUED BY RESPECTIVE COUNTRIES' CHAMBER OF TRADE/COMMERCE OR BY THE MINISTRY OF SURFACE TRANSPORT, GOVERNMENT OF INDIA, NEW DELHI AS THE CASE MAY BE. THE SAME PROCEDURE SHALL BE OBSERVED WHEN THE CASE OF FORCE MAJEURE CEASES.
YES / NO
15. ALL SUPPLIES MADE SHALL BE SUBJECT TO INSPECTION AGENCY/ HSL 'S INSPECTION AND APPROVAL OR AS SPECIFIED IN THE TENDER.

16) Mills test certificates indicating chemical analysis and mechanical properties should be submitted from Govt. approval laboratory Or Govt. laboratory shall be submitted along with the supply of materials complying to I.S.2062 Grade-B, in 5 sets i.e. 1 original +4 copies. Yes /No.

17. CHARGEABLE WEIGHT IN THE INVOICE: THE CHARGEABLE WEIGHT FOR INVOICING SHALL BE THEORETICAL AT 7.85 KG / DM³ DENSITY. IN CASE WHERE OFFERS ARE MADE ON ACTUAL WEIGHT BASIS WITHOUT INDICATION OF TARE WEIGHT, THE PRICE ON "NETT TO NETT" BASIS WILL BE COMPUTED BY ADDING 3% OF THE QUOTED PRICES TOWARDS THE DIFFERENCE IN WEIGHT. PLEASE CONFIRM THIS POINT IN YOUR TECHNO-COMMERICAL OFFER SPECIFICALLY

18. VALIDITY OF OFFER : PLEASE CONFIRM THAT YOUR OFFER SHALL BE KEPT VALID FOR A PERIOD OF '90' DAYS FROM THE DATE OF OPENING OF THE TENDER (TECHNICAL BIDS -PART -I) AND SAME SHALL BE EXTENDED FOR CERTAIN PERIOD (IF REQUIRED). YES / NO

19. SUBMISSION OF EMD: PLEASE CONFIRM SUBMISSION OF EMD OF RS.1,00,000/- AS PER OUR TENDER DRAWN IN FAVOUR OF HSL, vsp., BY WAY D.D., WITHOUT EMD YOUR OFFER WILL BE SUMMERLY REJETED -YES/NO.

20. SUBMISSION OF TENDER FEE: PLEASE CONFIRM SUBMISSION OF TENDER FEE OF RS.1000/- AS PER OUR TENDER DRAWN IN FAVOUR OF HSL, vsp., BY WAY D.D. -YES/NO.

PLACE :
DATE :

SIGNATURE OF VENDOR
WITH OFFICE SEAL