



# Hindustan Shipyard Ltd

(A Government of India Undertaking)  
GANDHIGRAM, VISAKHAPATNAM – 530 005  
(An ISO 9001 Company)

Telephone: (+91-891) 9493792214  
Telefax: (+91-891) 2577502, 2577356

Cable: SHIPYARD, Visakhapatnam, (INDIA)  
E-mail: [purchase.hsl@gov.in](mailto:purchase.hsl@gov.in) Web-site: [www.hsl.nic.in](http://www.hsl.nic.in)

Annexure - V

## General Terms and Conditions

- Mode of submission of offer:** As specified in the tender document offer is to be submitted in two bid system. In two bid system the offer shall be submitted in two parts, viz., part – I – Techno Commercial bid or un priced bid with all Technical & Commercial conditions and part – II - Price bid. shall be kept in price bid sealed cover. The un-priced price format shall be kept in the technical bid sealed cover. The prices shall not be indicated in the technical bid sealed cover. The Technical bid & Price bid shall be submitted in separate sealed covers superscribing the enquiry reference number, name of the respective bid and due date and shall be submitted in triplicate. Both the sealed covers containing Technical bid and Price bid shall be put in one sealed cover duly superscribing the enquiry reference number & due date and shall be addressed to Deputy General Manager (Purchase).
  - Time for Clarifications:** If the bidders need any clarifications on Techno-commercial points, they may approach HSL immediately but before submission of their bid within the due date and ensure submission of bids as per the terms and conditions of the tender.
  - No conditional offer will be accepted.
  - In case the vendor is unable to offer, the tender may be returned to this office suitably endorsed.
- Techno – Commercial Bid:** Tenderers are requested to quote the unit rates per M.T as per the tender requirement and submit their offer clearly in compliance with technical specification and commercial conditions in their technical part of offer and price exclusively in their price part of offer. The tenderer shall go through the technical specification & other terms thoroughly and quote accordingly with out giving scope for submission of supplementary bids which may leads to rejection of offer.
  - Please submit un-priced price format along with the techno-commercial bid for evaluation.
- Price Bid:**
  - Tenderers are requested to note that price bid submitted along with technical bid against above tender will be treated as final offer and supplementary bids / discounts before opening the original price bids shall not be accepted. In other words, price bids submitted along with technical bids as on due date shall only be considered for opening on the scheduled date.
  - The prices quoted shall be mentioned both in figures and words and in case of any variation /discrepancy between the figures and words the quoted rate in words shall be considered as final.
  - Bidders are required to quote F.O.B, (Load Port), CFR / CIF Visakhapatnam for foreign bidders and F.O.R HSL, Stores Visakhapatnam price for indigenous bidders. Duties / Taxes, Octroi, freight charges, insurance and or any other Statutory levies payable, specifying incidence clearly / separately against each head.
- Commercial Questionnaire:** The commercial questionnaire as at annexure – III / IV as applicable shall be duly filled in and signed and is to be submitted by the supplier with specific reference to their offer along with technical offer.

5. **Tender fee:** Demand Draft in foreign currency / in rupee equivalent for the specified amount as per tender document towards nonrefundable tender fee drawn in favour of Hindustan shipyard ltd., should be submitted in a separate sealed cover and the same to be attached to the techno-commercial bid. Offers are liable for rejection failing to submit the above.
6. **Earnest Money Deposit:**
- a) A Earnest Money Deposit for a value of Rs. 1,00,000/- need to be submitted by way of Demand Draft drawn in favour of Hindustan Shipyard Limited or by the way of Bank Guarantee from a Nationalized scheduled bank in India or from the Indian Branches of a foreign bank as per format provided. (Format placed at Annexure VII).
  - b) The EMD amount of the unsuccessful bidders will be refunded after finalization of the order for subject materials.
  - c) Please note that offers received without EMD will be summarily rejected. However EMD exemption will be given to:
    - i. State & Central Government of India - Departments & Public Sector Undertakings.
    - ii. Firms registered with HSL (exemption will apply only to items & value up to which bidders are registered with HSL). To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by HSL, in Part – I Technical bid / offer. Firms in the process of obtaining HSL registration will not be considered for EMD exemption.
    - iii. Firms registered with NSIC/ SSC (exemption will apply only to items & value up to which bidders are registered with NSIC/ SSC). To qualify for EMD exemption, firms should necessarily submit VALID copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC/ SSC in Part – I Technical bid / offer. Firms in the process of obtaining registration will not be considered for EMD exemption.
7. **Payment:** Payment will be made on theoretical weight basis with dimensions as per order. Payment terms will be as mentioned in the commercial questionnaire.
8. **Packing:**
- a) Please confirm that you shall provide sea worthy packing/special packing as necessary for the materials/equipment being supplied to withstand any sort of hazards in transit at your cost.
  - b) Thinner Plates (i.e. Sheets) in thickness between 2 mm and 5 mm shall be packed in bundles and strapped at intervals of 1.5 Mtrs. lengthwise to protect from buckling during handling and transit. Each bundle shall have plates of same size and specification and shall not weigh more than 2 tonnes.
  - c) Every package shall contain a packing list in triplicate and the order number, package number, number of pieces in the consignment, description and quantity of each item packed shall be clearly shown in the packing list. The description and quantity of each item shall tally with that specified in the order, wherever applicable.
  - d) Storage and Demurrage will be claimed from the Manufacturer / Supplier for all shipments that reach the Purchaser without proper despatch documentations and not accompanied by packing lists, invoices etc. The Manufacturer / Supplier shall be responsible for such fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.
9. **Insurance:**
- a) In case Goods supplied on F.O.R, Visakhapatnam or CIF, Visakhapatnam basis transit insurance shall be covered up to HSL ware house & will be at supplier's cost. However in case of goods offered on F.O.R. or F.O.B. forwarding station, necessary dispatch details

of goods shall be furnished to the purchaser well in advance along with required documents for arranging transit insurance by the purchaser.

- b) In case of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Contractor / Supplier shall give details of materials with despatch particulars and their value to Purchaser's Insurance Company i.e. The New India Assurance Company Limited, Divisional Office : III, Up Stairs of Daliraju Super Market, Near Sangam Bus Stop, Akayya Palem, Visakhapatnam - 530 020, (Fax no.: +91-891-2517781, Ph. no.: +91-891-2517737) under advice to Purchaser immediately after the despatch/es. The Insurance Charges will be borne by Purchaser.
- c) For overseas supply, Transit Insurance shall be arranged by Purchaser. Contractor / Supplier shall immediately on despatch of the items, inform the despatch details such as Order number, B.L / AWB number, number of packages, value of consignment, invoice number directly to The New India Assurance Company Limited, Divisional Office : III, Up Stairs of Daliraju Super Market, Near Sangam Bus Stop, Akayya Palem, Visakhapatnam - 530 020, (Fax no.: +91-891-2517781, Ph. no.: +91-891-2517737) under advice to Purchaser immediately after the despatch/es. The Insurance Charges will be borne by Purchaser.

10. **Risk Purchase:** If successful tenderer fails to supply the material within the stipulated delivery date, HSL reserves the right to procure the same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the materials from alternative sources will be recovered from the Bank Guarantee / EMD and if the value of the materials under risk purchase exceeds the amount of Bank Guarantee / EMD, the same may be recovered if necessary by due legal process.

11. **Pre-Qualification Criteria:** Bidder shall invariably enclose their track record in supplying similar materials to other PSU's and any other large scale units, while clearly mentioning the manufacture and manpower facilities available failing which your offer falls under bid rejection criteria and experience of having successfully executed purchase orders during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- Three similar executed orders quantity not less than the quantity equal to 40% of the tendered quantity. (OR)
- Two similar executed orders quantity not less than the quantity equal to 50% of the tendered quantity. (OR)
- One similar executed order quantity not less than the quantity equal to 80% of the tendered quantity.

Also bidder is required to enclose copy of their latest balance sheet from past 3 years to their techno-commercial bid to assess their financial worthiness

12. **In case of non-compliance of the following conditions, offers are liable for rejection. HSL reserves the right to reject / accept any offer without ascertaining the reason:**

- a) Bidders shall submit their offer covering the total technical scope of requirement as per tender schedule failing which their offers are liable for rejection.
- b) Offers not complying with tender requirements in respect of certain commercial terms viz., tender fee, time of delivery i.e., schedule requirement of subject material in HSL-Visakhapatnam as per tender, validity of offer are liable for rejection.
- c) The Bids received after tender closing date and time.
- d) Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender.

- e) Bidders not agreeing to furnish required PBG towards proper performance of the order / contract and to cover guarantee period of the equipment / material supplied where it is specified in the document.
- f) Bidders failure to submit sufficient or complete details for evaluation of the bids even after reasonable time.
- g) Incomplete / misleading / ambiguous bids in the considered opinion of Technical Negotiation Committee / Purchase Committee.
- h) Bids with technical requirements and or terms not acceptable to HSL.
- i) Bids received without pre-qualification documents where required as per the tender.
- j) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- k) Bids from the Manufacturers and Authorized Dealers are only acceptable. Authorized dealers shall be submit the authorized dealership certificate from the Manufacturer, failing which the bids submitted by Dealers will not be considered.

13. **Inspection:**

- a) All the Plates & Sections shall be surface inspected on both sides by surveyors of ABS. The Plates shall be free from defects like Surface Imperfections, Pittings and Visual Laminations either on plate surface or in edges. Material to be tested to the requirements of ABS. A certificate from ABS shall be obtained for the soundness of surface of plates.
- b) **Third Party Inspection Charges:** The approximate rate of applicable Third Party Inspection Charges shall be specified in the technical bid as well as in the price bid for comparison purpose, to make it par with others. However, the third party inspection charges will be paid at extra at actuals against documentary proof and the actual inspection charges to be paid by HSL shall not exceed the charges indicated in the price bid.
- c) **Inspection at HSL:** All supplies will be subject to our inspection and approval in our Yard. The rejected materials if any, will have to be removed within 14 days from the date of rejection at your expenses. Such rejected stores lie at the supplier's risk from the time of rejection, and if not removed within the specified date the purchaser has the right to dispose off the same. The purchaser shall also be entitled to recover ground rent on their rejected stores after the expiry of the specified date. However, HSL reserves the right to do pre despatch inspection also.

14. **Documentation:** The bidders shall furnish all the required documents as per the technical specification along with the techno – commercial bid, failing which the offer may be treated as incomplete which may leads to rejection of offer

15. **Confidentiality:** The tenderers /suppliers shall keep confidential all matters concerning this enquiry / contract, and also comply with responsible security requirements all drawing and specifications supplied by the purchasers and all copies thereof shall be returned to the purchasers after their use is terminated. If the purchasers so desire in no event the suppliers shall permit publicity concerning this enquiry contract without the purchasers prior consent.

16. **Cancellation of Order:** Where so stipulated in the order, the Contractor / Supplier shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of manufacture is not to the satisfaction of Purchaser and failure on the part of the Contractor / Supplier to comply with the delivery schedule is inevitable. In such an event the Contractor / Supplier shall repay all the advances together with interest at prevailing bank rates (presently 14.5% p.a.) from the date of receipt of such advances till date of repayment. The title of any

property delivered to Purchaser will be reverted to the Contractor / Supplier at his cost.

17. **Right of Purchaser:** HSL Reserves their right to accept or reject any offer in case of any deviation to the above terms without assigning any reason there for.

The above points are to be strictly complied with while submitting your offer, failure to comply the above points may disqualify the tenderer in Toto.

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Annexure – VI

**General Terms and Conditions of supply of M.S Steel Plates & Sections.**  
**GENERAL TERMS AND CONDITIONS's Acceptance Format**

Tender No. MP/Q/004913/11-12

GENERAL TERMS AND CONDITION Clause No.	Bidders Remarks
1.	
2.	
3.	
4.	
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17.	

Company Seal.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Note:

1. Bidders should read the standard terms and conditions (GENERAL TERMS AND CONDITIONS) included in the tender carefully prior to filling up this acceptance format.
2. This format should be properly filled signed and returned along with your technical bid for considering your bid.
3. Please Indicate: ACC – For accepted, No – For not accepted and DEV – For deviation taken.
4. Separate sheet to be attached for any deviation taken by you.
5. GENERAL TERMS AND CONDITIONS clause numbers shown in the format includes the sub clauses under them also.