

ANNEXURE - A

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

SUBJECT: SUPPLY OF M.S CHEQUERED PLATES TO I.S.2062 GRADE-A

TENDER NO: MP/Q/005389/11-12 DT.09-01-2012

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. OTHERWISE 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 :**

MATERIAL REQUIRED STRICTLY WITHIN 4 TO 6 WEEKS FROM PLACEMENT OF ORDER, HENCE BIDDERS MAY QUOTE THE LEAST/MINIMUM POSSIBLE/SUITABLE DELIVERY TIME FROM AVAILABLE STOCKS AS ASKED RECKONING FROM PLACEMENT OF ORDER, SINCE THE MATERIAL IS MOST URGENTLY REQUIRED FOR OUR WORKS. IF THE DELIVERY QUOTED BY THE BIDDER IS NOT SUITABLE TO OUR REQUIREMENT ,THEIR OFFERS ARE LIABLE TO BE IGNORED.

EX-WORKS MANUFACTURER GODOWN / F.O.R. DESPATCHING STATION	_____ WEEKS / MONTHS
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. **PACKING** : PLEASE CONFIRM THAT THE MATERIALS SHALL BE SECURELY PACKED TO WITHSTAND ANY SORT OF HAZARDS IN TRANSIT. **YES / NO**
5. **GUARANTEE** : PLEASE CONFIRM GUARANTEE FOR THE WORKMANSHIP 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**
6. **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 15 DAYS FROM PLACEMENT OF ORDER TO COVER THE ORDER EXECUTION PERIOD AND ALSO GUARANTEE PERIOD AS PER CLAUSE NO.5 ABOVE. **IN THE EVENT OF ANY DEVIATION TO THE ABOVE, YOUR PRICE WILL BE LOADED BY 5% FOR 10% VALUE OF BG FOR COMPARISON PURPOSE (OR) PROPORTIONATELY) TO MAKE THE OFFER ON PAR WITH OTHERS WHO AGREED TO HSL CONDITION. YES / NO**
7. **BANK CHARGES**: ALL BANK CHARGES ARE TO THE RESPECTIVE ACCOUNTS **YES / NO**
8. **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**
9. **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)

9.1 100% 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**

10. 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**

10.1 INDICATE THE PERCENTAGE OF SALES TAX APPLICABLE **WITH 'C' FORM** _____
%

10.2 INDICATE THE PERCENTAGE OF SALES TAX APPLICABLE **WITHOUT 'C' FORM** _____
%

10.3 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**).....

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

11. 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

12. 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

13. **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**

14. **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

15. **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

16. **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

16.1 THE OCCURRENCE OF CASE OF FORCE MAJEURE SHALL BE NOTIFIED BY THE PARTY AFFECTED BY IT TO THE OTHER PARTY IMMEDIATELY BY CABLE 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

17. SUBMISSION OF MANUFACTURERS TEST CERTIFICATES:PLEASE CONFIRM FOR SUBMISSION OF MANUFACTURER'S TEST CERTIFICATES (OR) GOVT.APPROVED LAB. TEST CERTIFICATES INDICATING CHEMICAL & MECHANICAL (PHYSICAL) ANALYSIS ALONG WITH MATERIAL, IF NO SUCH DOCUMENTS ARE RECEIVED WITH SUPPLY, YOUR MATERIALS CAN NOT BE UNLOADED/OFFERED FOR INSPECTION. PLEASE CONFIRM FOR SUBMISSION OF TC'S AS PER OUR

REQUIREMNET.

YES/NO

18. NEGATIVE TOLERANCE IN ALL DIMENSIONS WILL NOT BE ACCEPTABLE AND SMALL POSITIVE FRACTIONAL TOLERANCE WILL BE ACCEPTABLE SUBJECT TO CALCULATING THE WEIGHT SUBJECTED TO CALCULATING THE WEIGHT ON INDENTED SIZE ONLY.

19.**CHARGEABLE WEIGHT IN THE INVOICE:** THE CHARGEABLE WEIGHT FOR INVOICING SHALL BE ON ACTUAL WEIGHT BASIS ONLY. PLEASE CONFIRM THIS POINT IN YOUR TECHNO-COMMERICAL OFFER SPECIFICALLY.

20. **VALIDITY OF OFFER** : PLEASE CONFIRM THAT YOUR OFFER SHALL BE KEPT VALID FOR A PERIOD OF 90 DAYS FROM THE DUE DATE OF THE TENDER OPENING I.E. PART-I (TECHNO-COMMERCIAL BID) AND SAME SHALL BE EXTENDED FURTHER FOR CERTAIN PERIOD, IF REQUIRED.
YES / NO

21. Mode of submission of offer: Your offer shall be submitted in two bids system i.e. Part-I – Techno-Commercial bid in one sealed cover and Part-II Price bid in another sealed cover each in duplicate, both the sealed covers shall be kept in a single cover and sealed and write the tender number & due date on top of the cover. The sealed covers are to be sent Chief Manager, (Purchase), Hindustan Shipyard Limited, Gandhigram post, Visakhapatnam-5 well before the tender due date (or) to deposit the sealed cover to our tender room in the Green Coloured box and to sign in the register placed at the tender room in the presence of HSL personnel.
Yes/No

22. Offers shall be submitted by the same vendor to whom the Tender Enquiry has been referred. In the event a Vendor is unable /not interested to participate in a particular tender, he shall submit in writing with reasons his inability to do so, on or before the due date for tender closing. Failure on the part of vendor to do so it liable for disqualification/debarring of the vendor from all future tender enquiries. Yes/No

23. The quoted price/rate on F.O.R. and or Ex-works basis, shall conform to the units on offer/tender confirming to the specification/requirements stated in the tender indicating the earliest delivery period , legibly written in ink/typewritten on their letter/offer both in figures and words duly authenticated by the Competent Authority representative the vendor and any corrections/corrections made using whitening fluid /overwriting shall be authenticated with signature and date by the competent authority of the tenderer.

Yes/No

24. The incidence against each of the following heads namely: Customs duty, Excise Duty, Centra/State Sales Tax, packing & forwarding, Freight, Insurance, Octroi and or any other statutory levies/duties applicable shall be clearly, separately and specifically indicated in the offer and are not to be included in the basic rates, possibility of issue of 'C' forms shall clearly spelt out.
Yes/No.

25. Your offer should be clearly indicate the incidences against C.S.T., Vat, Octroi, and any other statutory levies, duties applicable and also regarding submission of Test Certificates, delivery period, sizes offered and validity of your offer. In case your offer is silent/blank on the above issues, it will be considered that your offer is as per our Tender terms and no deviations will be accepted at later stage/after placement of order. Yes/No

26) REJECTION CRITERIA:

26.1) DELIVERY PERIOD REQUIRED STRICTLY 4 TO 6WEEKS FOR CONSIDERATION OF YOUR OFFER, HENCE QUOTE LEAST/MINIMUM DELIVERY PERIOD FOR SUPPLY FOR OUR CONSIDERAION, IF THE DELIVERY PERIOD DOES NOT SUIT TO OUR REQUIREMENT , YOUR OFFER IS LIABLE FOR REJECTION.

26.2) MATERIAL REQUIRED MANUFACTURERS TEST CERTIFICATES OR GOVERNMENT APPROVED LAB.TEST CERTIFICATES INDICATING CHEMICAL ANALYSIS AND MECHANICAL PROPRETIES ALONG WITH SUPPLY, IF YOU DO NOT COMPLY WITH THIS CLAUSE, YOUR OFFER IS LIABLE FOR REJECTION.

26.3) EACH ITEM SHOULD BE BUNDLED/STRIPPED DULY INDICATING THE NUMBER OF PIECES AND WEIGHT WITH THREE DIMENSIONAL DESCRIPTION AT D.C, FAILING WHICH UNLOADING WILLNOT BE DONE AND THE TRAILORS WILL BE SENT BACK.

26.4) YOUR OFFER SHALL BE STRICTLY IN ACCORDANCE WITH THE TENDER REQUIREMENT AS SPECIFIED IN THE TENDER ENQUIRY AND ANY DEVIATIONS TO THESE REQUIREMENTS ARE LIABLE FOR REJECTION.

PLACE :
DATE :

SIGNATURE OF VENDOR
WITH OFFICE SEAL