



Hindustan Shipyard Limited

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

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Annexure-I

Regd. Office: 406,Vikram Tower, New Rajendra Place, New Delhi-110 008

TENDER NO.MP/Q / 005638 / 2011-12

DT.10.01.12

ADDITIONAL TERMS –ANNEXURE-I

sub: Invitation of bids for supply of M.S. plates & sections to I.S.2062 grade-B- for V.C.11139, out fit jobs –reg.

1. Your kind attention is invited on the subject matter and it is requested to submit your firm's most competitive offer for the required steel plates & sections to i.s.2062 grade-B as per the sizes, quantities enclosed with this tender. Please follow the terms & conditions detailed below while quoting the materials and submit a copy of the commercial questionnaire duly signed and stamped along with your techno-commercial bid i.e. (part-1) for scrutiny of your offer on technical and commercial matters before consideration of your offer.

1.1.	Mode of submission of offer- (please follow the additional terms and general terms & conditions).	As per Annexure –1 (additional terms) & II (general terms) enclosed to this tender.
1.2	Required sizes and quantities for M.S. plates (112 M.T.) and M.S.Sections (152.240M.T.) to I.S.2062 grade-B - 264.240M.T.	M.S. Plates and M.S.Sections to I.S.2062 grade-B, the sizes and quantities as per the tender document enclosed (ERP- Tender documents)- 264.240M.T.
1.3	Submission of mills test certificates:	1)Mills test certificates indicating chemical analysis and mechanical properties should be submitted along with supply. The TC's from Govt. laboratory Or Govt. approved laboratory shall be submitted along with the supply complying to I.S.2062 Grade-B, in 5 sets i.e. 1 original +4 copies. <u>Please confirm this point in your offer</u> 2) Please submit your offer quoting unit rates as per M.T. basis only, for each item/size.

1.4	Commercial questionnaire (terms & conditions) of the tender enquiry.	<p>As per annexure – ‘III’ enclosed, please go through the same and confirm clause wise in toto, if any deviations taken, please clearly indicate the deviations for consideration.</p> <p>Please go through our terms & conditions and confirm the same in toto by tick marking the clause at ‘yes’ and submit a copy of the same duly signed and stamped along with your technical bid (part-1).</p>
1.5.	performance bank guarantee format	as per annexure – ‘IV’ enclosed (1 page)
1.6.	Delivery period.	We require the materials from Rolling mills/Ready stock, the maximum lead time is 4 to 6 weeks from the date of placement of order (or) quote least possible delivery period for our consideration. hence it is requested to offer suitable delivery period from rolling mills/ready stock, for the requirement to consider your offer.
1.7.	Terms of delivery	FOR-HSL Stores, Visakhapatnam.
1.8	Last date / time for receipt of offers.	on 06.02.12 at 1100 am hrs for receipt of offers at HSL.
1.9	Date and time of opening of tender (part – I- techno-commercial part only).	on 06.02.12 at 1500 hours on the same day of due date i.e. dt.06.02.2012 in the presence of tenderers / their authorized representatives.
1.10	Track record and financial worthiness of the bidder	Bidder shall invariably enclose their track record in supplying similar materials while clearly mentioning the manufacture and manpower facilities available. also bidder is required to enclose copy of their latest balance sheet to their techno-commercial bid to assess their financial worthiness. average annual financial turnover during the last ‘3’ years ending 31st march of the previous years, should be at least Rs.45 lakhs, <u>if their financial status is not meets to our requirement, their offer will is liable for rejection.</u>
1.11	Earnest money deposit (EMD)	A demand draft for rs.1,00,000/- towards emd drawn in favour of hindustan shipyard ltd, visakhapatnam, should be submitted in a separate

		sealed cover and same shall be attached to the techno-commercial bid (part-I). <u>Bids received without EMD will be summarily rejected for opening of offer.</u> EMD amount of the unsuccessful bidders will be refunded after finalisation of the order for subject materials. the EMD can alternatively be submitted in the form of bid bond as per the format available in our web site. www.hsl.nic.in.
1.12	Tender fee	A demand draft for Rs.1000/- drawn in favour of hindustan shipyard ltd, visakhapatnam, should be submitted along with the techno-commercial offer/bid (part-I).
1.13	Validity of offer.	Your offer should be kept firm and valid for '90' days from the date of opening of tender (part-I bids) and same needs to be extended, if required.
1.14	PART ORDER ACCEPTNACE	The evaluation of bids is on item wise lowest basis hence placement of order on L1 bidder is on item wise lowest basis, in such a case, part order acceptance is a must and confirm the same in your offer without fail for consideration of your offer without any limitations of the quatity & value, or other wise their offer is liable for rejection.

2. **Tenderers are requested to go through the enclosed annexures carefully and submit their offers clearly in two bid system i.e. techno-commercial bid (part-I) and price part (part-II) in compliance with general terms & conditions and commercial terms & conditions enclosed to this tender.**
3. The bidders shall follow the enclosures viz: annexure-i (additional terms), annexure-ii (general terms), annexure-iii (commercial questionnaire) and annexure-IV (HSL bank guarantee format) shall be duly filled in and agreed to by the bidders in toto by signing on each page as a proof that the bidder has accepted all the paras of above annexures in toto without any deviation.

If any deviations taken, necessary loadings will be applicable as per our business terms and conditions available in our web site www.hsl.nic.in.
4. 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.
5. **Tenderers are requested to quote the unit rates in per M.T.,** please note that the price bid submitted along with techno-commercial bid against this 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.

6. **The tenderers are required to note that HSL reserves the right to ignore the incomplete offers and the offers submitted not in compliance with the tender requirements.**
7. Only authorized representatives of the tenderers, who have submitted their tenders are eligible to be present with necessary authorization letter at the time of opening of tenders and may, if they so desire, note down the particulars of the other tenderers in the manner directed by the officer presiding over the said tender opening.
8. **Incomplete tenders and tenders submitted without complying the procedure prescribed in our general terms & conditions are liable for rejection. Quotation by e-mail / fax received on or before the stipulated date may be considered at the sole discretion of the Hindustan shipyard limited, Visakhapatnam.**
9. **The offers shall be strictly in accordance with the standard specification and or requirements specified in the tender enquiry and any offers in deviation to these requirements are liable for rejection. the offer shall be for invoicing against the supplies on “ theoretical weight “ basis only (please see caluse no.12 below for loadings in deviation in this terms).**
10. **The offer shall be preferably for the sizes/grades for each item indicated in tender. in case of alternate sizes/grades are offered then it shall be clearly and separately indicated against each item. Any deviations in sizes/grades at a later stage/after placement of order will not be accepted/allowed.**
11. **Rejection criteria for the offers:**
 - 11.1. **Bidders shall submit their offer exactly to the HSL required sizes/tailor made sizes in terms of thickness, width & length ,grades etc, but not mills standard sizes in respect of plates and sections. any deviation to this may entail rejection of their offer.**
 - 11.2 **HSL reserves its right to accept or reject any one or all the offers, in part or in full without assigning any reason.**
 - 11.3 **HSL reserves its right to cancel the subject tender if the situation so warrants at their sole discretion. Offers received without EMD, will be summerly rejected for opening of bids.**
 - 11.4. **The bidders shall quote full quantities (as per schedule) of each schedule item and the offers of those who quote part quantities in individual items will not be considered for those items. HSL reserves the right to place orders on individual item wise lowest basis, hence part order clause shall be accepted by the bidders.**
 - 11.5. **The offers of those bidders who quotes long delivery period are liable for rejection.**
 - 11.6 **Shortest delivery period i.e. maximum by 4 to 6 weeks from the date of placement of order, for supply was required for consideration of your offer, hence quote least/minimum delivery period for our consideration, if the delivery period does not suit to our requirement , your offer is liable for rejection.**

- 11.7. Mills test certificates indicating chemical analysis and mechanical properties should be submitted along with supply (or) the TC's from Govt. approval laboratory Or Govt. laboratory shall be submitted along with the supply of materials duly complying to I.S.2062 Grade-B, in 5 sets i.e. 1 original +4 copies.
- 11.8. 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.
- 11.9. **Acceptance of Part Order clause is a must since the tender is to be finalized on item wise lowest basis, if any body has not comply or not accepted this clause, their offer will be rejected.**
12. **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- commercial offer specifically.
13. **The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the bid process so as to influence the bid process and have not committed any offence under the pc act in connection with the bid.**
14. **The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.,) in connection with the bid.**
15. 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 head /offer both in figures and words duly authenticated by the competent authority representating the vendor and any correction/corrections made using whitening fluid /overwriting shall be authenticated with signature and date by the competent authority of the tenderer.
16. 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 written the tender number & due date on top of the cover. the sealed covers are to be sent Dy.General Manager, (Purchase), Hindustan Shipyard Limited, Gandhigram Post, Visakhapatnam-5 well before the tender due date and time i.e.1100am hours or **to deposit the sealed cover to our tender section in the green coloured box and to sign in the register placed at the tender section in the presence of HSL personnel.**
17. Vendors choose to submit offers/bids through courier, e-mail,fax,telegram etc., at their risk, shall ensure that the offers reach HSL tender section before the due date and time stipulated. unless or otherwise specified/communicated in writing, the

due date of tender shall not be altered under any circumstances. Offers received after due date and time stipulated by any one or more of any one of the above modes are liable for rejection/not considered.

18. Your offer should be clearly indicate the incidences against C.S.T.,Vat,Octroi, and any other statutory levis, 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.
19. **The rates offered shall be valid for 90 days from the date of tender opening (technical bid opening) for our acceptance. the quoted rates shall be firm and fixed until delivery of the entire ordered quantity to our yard.**
20. **The incidents against each of the following heads namely:-Customs, Excise duty, Central/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 form ‘c’ shall be clearly spelt out.**
21. **It shall be the responsibility of the manufacturers/ suppliers to ensure that the material is inspected for quantity and quality is as per i.s.2062 grade-B for the tendered sizes of plates & sections prior to dispatch and ensure that only such goods have been duly inspected , approved and certified by the inspecting authority , once delivered the goods to stores.**
22. To furnish a certificate along with dispatch documents as under: “certified that the goods shipped/dispatched have been inspected and approved by the prescribed inspection authority in accordance with the terms of the contract/purchase order to the extent applicable and required copies of the inspection certificates issued in this regard are enclosed”.
23. The following are to be over seen by the inspection authority: a)unless other wise specified in the tender all plates/sections will have to be inspected and stamped by third party inspection agencies /classification society or required grade, as per purchase tender requirements, with certification of all tests having been carried out as per specification.

b)Each piece of plate/section shall be legibly marked preferably by hard die stamping of heat/cast number/plate numbers for identification and by which the steel can be related to the relevant test certificates.
24. The rejected materials if any shall have to be promptly removed by the supplier at his own expenses with his labour/transport as the case may be . failure for lifting/removing rejected materials within one week’s time from the time of

rejecting the materials and intimation to the supplier, will be liable for disposal of the rejected material without notice and also for recovery of ground rent for storage of such materials.

25. The ordered material shall be supplied to goods receiving section (steel stores) between 0900 hours to 1530 hours on all working days. late supplies shall not be accepted.
26. Outstation suppliers shall intimate steel stores 48hours in advance of the supply date, but not beyond the normal working time. hsl shall not be liable for detention of trucks/trailors and supplier's manpower for unloading materials beyond normal working hours.
27. **Insurance:** in case of ex-works/ex-transporter's warehouse or railway godown offers, the vendor/sub-contractor/supplier shall give details of materials with dispatch particulars and their value to purchaser's insurance company, if order placed i.e.

**M/s.The New India Assurance Company Ltd.,Divisional office: iii ,
Upstairs of daliraju super market,Near sangam bus stop,
Akkayyapalem, Visakhapatnam-530 016.
Fax no.0891-2517781 ,ph:0891-2517737,0891-2591977.**

under advise to purchaser immediately after the dispatches. The insurance charges will be borne by purchaser.

28. A public grievance cell headed by V.K.Praviraj, Dy.General Manager (Purchase) has been set up in the company. members of public having complaints or grievances are advised to contact him between 9.00am to 5.00pm in their office, HSL, Purchase dept.,, Gandhigram post, Visakhapatnam or send their complaints /grievances to him in writing for redressal. His contact cell phone no.9493792022.
29. **The above points are to be strictly compliedwith while submitting your offer, failure to comply above points may disqualify the quoted bid / offer in toto.**

Please acknowledge receipt of this tender enquiry. if you are unable to participate in the tender for any reason, please send a regret letter per return by e-mail / fax (fax.no.0891 – 2577502 / 2577356) to the attention of Dy.General Manager (Purchase) for our records. Please note that regret letter is a must in case of your non-participation and the same shall be adhered without fail.

-shipyard-

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 4 to 6 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
- 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 ON ITEM WISE LOWEST BASIS WITHOUT ANY LIMITATIONS IN QUANTITY & VALUE 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 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

17. ALL SUPPLIES MADE SHALL BE SUBJECT TO INSPECTION AGENCY/ HSL 'S INSPECTION AND APPROVAL OR AS SPECIFIED IN THE TENDER.

18) Mills test certificates indicating chemical analysis and mechanical properties should be submitted with supply (or) The TC's 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.

19. 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

19. 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

20. 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.

21. 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

ANNEXURE – IV

PROFORMA FOR PERFORMANCE BANK GUARANTEE

IN CONSIDERATION OF M/S.HINDUSTAN SHIPYARD LIMITED, GANDHIGRAM. VISAKHAPATNAM, - 530 005 (HEREINAFTER CALLED "PURCHASER" HAVING PLACED AN ORDER IN THE FORM OF A CONTRACT / ORDER _____ DT. _____ WITH M/S. _____ (SUPPLIERS'S NAME AND ADDRESS) (HEREINAFTER CALLED SUPPLIER WE _____ (BANKERS NAME & ADDRESS) DO HEREBY STAND GUARANTEE AND UNDERTAKE TO INDEMNIFY AND KEEP INDEMNIFIED THE PURCHASERS TO THE EXTENT OF _____ BEING NOT LESS THAN 10% VALUE OF THE CONTRACT / ORDER AS PER THE TERMS OF THE CONTRACT / ORDER AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY THE PURCHASERS BY REASON OF THE SUPPLIERS HAVING NOT FULFILLED THEIR OBLIGATIONS EMANATING FROM THE AFORESAID CONTRACT / ORDER.

WE _____ (BANKER'S NAME AND ADDRESS) DO HEREBY UNDERTAKE TO PAY WITHOUT ANY DEMUR OR PROTEST TO THE PURCHASERS. 10% VALUE OF THE CONTRACT / ORDER ON A SIMPLE DEMAND MADE BY THE PURCHASERS STATING THAT THE MATERIALS SUPPLIED BY THE SUPPLIERS HAVE NOT CONFORMED TO THE GUARANTEE / WARRANTY GIVEN BY THE SUPPLIERS AND / OR THE SUPPLIERS HAVE NOT FULFILLED THEIR OBLIGATIONS EMANATING FROM THE AFORESAID CONTRACT / ORDER. HOWEVER, OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT EXCEED THE AFORESAID AMOUNT OF _____ (_____).

WE, FURTHER UNDERTAKE TO PAY TO M/S.HINDUSTAN SHIPYARD LIMITED, ANY MONEY SO DEMANDED, NOTWITHSTANDING ANY DISPUTE RAISED BY THE CONTRACTORS / SUPPLIERS, IN ANY SUIT OR PROCEEDINGS BEFORE ANY COURT OR TRIBUNAL RELATING THERETO, OUR LIABILITY UNDER THIS GUARANTEE BEING ABSOLUTE AND UNEQUIVOCAL. THE PAYMENT SO MADE BY US UNDER THIS GUARANTEE SHALL BE A VALID DISCHARGED OF OUR LIABILITY FOR PAYMENT THEREUNDER AND THE CONTRACTORS / SUPPLIERS SHALL HAVE NO CLAIM AGAINST US FOR MAKING SUCH PAYMENT.

THE GUARANTEE SHALL BE IN FORCE FOR A PERIOD OF 30 (THIRTY) CALANDAR MONTHS FROM THE DATE OF DESPATCH OF MATERIAL / EQUIPMENT / MACHINERY, ETC., UNDER THE ABOVE SAID CONTRACT / ORDER OR 12 (TWELVE) CALENDAR MONTHS FROM THE DATE OF HANDING OVER OF THE VESSEL TO ITS OWNERS, WHICHEVER OCCURS EARLIER. HOWEVER, THE GUARANTEE SHALL REMAIN IN FORCE FOR THREE CALENDAR MONTHS AFTER THE ABOVE SAID PERIODS OF 30/12 MONTHS WITHIN WHICH THE PURCHASERS SHALL PREFER THEIR CLAIM, IF ANY, AGAINST THIS GUARANTEE.

WE, _____ (BANKER'S NAME AND ADDRESS) ALSO UNDERTAKE AND STAND GUARANTEE TO THE PURCHASER THAT WE SHALL NOT REVOKE THIS GUARANTEE DURING ITS SUBSISTENCE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PURCHASER UNLESS A DEMAND UNDER THIS GUARANTEE IS MADE AGAINST US BY THE PURCHASERS WITHIN THE PERIOD FOR WHICH THIS GUARANTEE CONTINUES TO BE IN FULL FORCE AND EFFECT AS STATED SUPRA. ALL RIGHTS AND INTERESTS OF THE PURCHASERS UNDER THIS GUARANTEE SHALL STAND FORFEITED AND SHALL BE RELIEVED FROM AND DISCHARGED OF ALL LIABILITIES UNDER THIS GUARANTEE. NOTWITHSTANDING ANYTHING HEREIN BEFORE CONTAINED, LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO _____ (_____).

STATION ;
DATE:

SIGNATURE

