



HINDUSTAN SHIPYARD LTD.

(A GOVT. OF INDIA UNDERTAKING VISAKHAPATNAM-530 005-INDIA)
ISO 9001 COMPANY

Tel: +91 891 9951542218,

Telefax: +91 891 2577502/2577356

Email: purchase@hslvizag.com

Web: www.hsl.nic.in

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

ANNEXURE -II

COMMERCIAL QUESTIONNAIRE FOR INDIGENOUS BIDDERS

To Be Answered By Indigenous Suppliers

And Shall Be Furnished Invariably To HSL Along with Techno-commercial Bid

Subject Material : _____

Tender Reference : MP /Q / _____

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| <p>1 PRICE & TERMS OF DELIVERY</p> | <p>Price shall be quoted in figures as well as words. Please confirm that the price quoted is on FOR HSL Stores delivery terms basis as HSL prefers to get the materials on FOR Door Delivery (HSL) basis.</p> <p>NOTES:</p> <p>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.</p> <p>If P&F is applicable and not quantified by the Bidder , HSL will consider the loading factor of 2% towards packing and forwarding charges and Similarly 6% (six percent) towards freight irrespective of the dispatching station and Insurance charges on the price quoted on ex-works Terms / F.O.R. dispatching station terms, as the case may be, or higher as offered by other bidders in the fray , for comparison purpose while evaluating the offers to make them on par with others.</p> | <p>YES/NO</p> |
| <p>2 FIRM PRICE</p> | <p>Please confirm your price quoted shall be firm and fixed till complete execution of order.</p> | <p>YES/NO</p> |
| <p>3. PART ORDER</p> | <p>Please confirm acceptance for placement of part order by H.S.L</p> | <p>YES/NO</p> |
| <p>4. TERMS OF PAYMENT</p> | <p>Please confirm acceptance for 100% payment within 30 days of receipt and acceptance of ordered materials/equipment in HSL yard and after receipt of Goods Receipt Note (GRN). OR</p> <p>100% Payment will be arranged against Proforma Invoice and the cheque details will be intimated prior to dispatch / delivery of materials. However cheque will be issued only on receipt of the materials and issue of GRN</p> | <p>YES/NO</p> <p>YES/NO</p> |
| <p>4.1 Loading For Variation In Payment Terms</p> | <p>Offers taking any deviation to these terms will be loaded with a suitable loading factor as per HSL norms for comparison purpose to make the offer on par with others. (See HSL Standard Business Terms & Conditions for details)</p> | <p>YES / NO</p> |
| <p>5. PACKING</p> | <p>Please confirm that the materials shall be securely packed to withstand any sort of hazards in transit.</p> | <p>YES/NO</p> |
| <p>6. MATERIALS GUARANTEE</p> | <p>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 dispatch of Materials whichever is earlier.</p> <p>Offers taking any deviation to the above will be loaded with a suitable loading factor as per HSL norms for comparison purpose to make the offer on par with others. (See HSL Standard Business Terms & Conditions for details)</p> | <p>YES/NO</p> |

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| 7. PERFORMANCE BANK GUARANTEE | Please confirm submission of bank guarantee (as per format placed in HSL web site at annexure-II) on Rs 100/- stamp paper for 10% value of the order issued by any Nationalised Bank In India, for 10% value of order within 10 days from the date of receipt of order. Please confirm your acceptance specifically. | YES/NO |
| 7.1 Loading For Variation In PBG Terms | In case of deviation from Tender Stipulation in respect of value of PBG or Warranty Period the loading factors will be applied as specified in Clause 20.8 sub clause 3 for VALUE and sub-clause 4 for WARRANTY PERIOD of the HSL Standard Business Terms & Conditions | YES/NO |
| 9. TAXES & DUTIES | <p>Please state clearly in this commercial part of Offer , the rates of taxes and duties applicable.</p> <p>Taxes and duties or any other charges not specified in your offer will not be considered for payment at a later stage.</p> <p>i) indicate the percentage of sales tax applicable With 'C' Form _____ %</p> <p>ii) indicate the percentage of sales tax applicable Without 'C' Form _____%</p> <p>iii) indicate the percentage of Andhra Pradesh (AP) Value Added Tax (VAT) applicable _____ % to your firm and incase Of VAT dealer indicate your Tax Payer Index Number(TIN).....</p> <p>(Note: AP VAT will not be considered for price comparison in case of bidders within AP)</p> <p>iv) indicate the percentage of Excise Duty applicable _____ % within the offered contractual delivery Period.</p> <p>(NOTE: ED shall be regulated for payment as per Clauses under 20.5 of HSL Standard Business Terms & Conditions)</p> | YES/NO |

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| 10. TIME OF DELIVERY | <p>Bidders may quote the materials from ex-stock/ Ready stock or to quote minimum possible Delivery time as asked in the tender schedule. The Delivery period shall reckon from placement of Order.</p> <p>NOTE: In case the offered delivery is not possible to our scheduled requirement, your offer will not be considered for further processing</p> | YES/NO |
| 10.1. DELAYED DELIVERIES: | <p>10.1 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:</p> | YES/NO |
| 10.1. DELAYED DELIVERIES: | <p>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) of contractual price of the Order for each week of delay or part thereof subject to a maximum of 10% of contract price of equipment or 10% undelivered portion in respect of bulk materials, during which the delivery of the equipment, may be in arrears. OR</p> <p>b) to purchase elsewhere, without notice to you on your account and at your risk, the equipment not delivered or others of similar description without cancelling the order in respect of consignment not yet due for delivery OR</p> <p>c) to cancel the order.</p> <p>In the event of action being taken under (a), (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.</p> | YES/NO |

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| | Delays due to force majeure conditions shall however be considered on satisfactory documentary evidence. | |
| | 10.2 If delivery of the material / equipment is delayed or incomplete beyond 3 months the purchaser in addition to their right envisaged under 10.1 (a), (b) and (c) above shall have the right to claim consequential damages from the suppliers for the loss the purchasers may suffer on account of such delayed or incomplete delivery of the equipment. | YES / NO |
| Loading For Deviations to LD Specified in the Tender | 10.3 Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. (For details see clause 19.1 of HSL Standard Business Terms & Conditions) | YES / NO |
| 11. SHORT DESPATCHES | <p>The materials are subject to final inspection at our site after receipt of same in HSL yard and inspection findings shall be binding on both parties.</p> <p>All shortages / damages / wrong supplies shall be replaced immediately by air freight on receipt of intimation from HSL at free of cost under freight prepaid basis.</p> <p>All short supplied parts/replacements shall be guaranteed as per relevant Guarantee clause above</p> | <p>YES/NO</p> <p>YES/NO</p> <p>YES/NO</p> |
| 12.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 any other 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 |
| 13. ARBITRATION | <p>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.</p> <p>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 in all cases, subject to the convenience of the arbitrator, be Visakhapatnam only.</p> <p>The award of the Arbitrator shall be final and binding subject to the provisions of the Indian Arbitration and Reconciliation Act, 1996.</p> | YES/NO |
| 14. 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 | YES/NO |

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| | 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. | |
| 15. FORCE MAJEURE | <p>Unforeseeable 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, earth quakes etc.</p> <p>14.1 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 Letter / fax, stating the nature of occurrence accompanied by a certificate evidencing the claim. The same procedure shall be observed when the case of Force Majeure ceases.</p> | YES/NO |
| 16 VALIDITY OF OFFER | Please confirm that your offer shall be kept valid for a period of 90 days from the date of opening of tender and same shall be extended further for a certain period (if required) to enable finalize the matter. Please confirm. | YES/NO |
| 16.1. BIDDERS CONFERENCE | Confirm that you are agreeable to depute your techno-commercial team to HSL if requested to firm up and finalize both technical suitability and mutually agreeable commercial conditions. | YES/NO |
| 17 . LOADING CRITERIA in case of Bidders failing to specify / quantify in monetary terms | For purposes of evaluating the Price Bids, LOADING as specified in the HSL Standard Business Terms & Conditions displayed in HSL Web Site shall be applied for those commercial terms which have not been quantified by Bidders in monetary terms | YES / NO |
| 18. HSL Standard Business Terms & Conditions | In all other cases of doubt HSL Standard Business Terms & Conditions will be applicable | YES /NO |
| 19. 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. | YES / NO |
| 20. NOTES | As the matter is to be finalized on priority, no deviation / counter offers to the above points shall be entertained. Hence confirm compliance to all the points by making tick mark to 'YES' and also make sure that all the sheets are duly signed and stamped. | YES / NO |

SIGNATURE & STAMP OF BIDDER