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TENDER NO.MP/Q / 00 1712 / 2010-11

DT.12.6.2010.

SUB: INVITATION OF BIDS FOR SUPPLY OF M.S. PLATES AND SECTIONS TO IRS-A OR EQUIVALENT GRADE FOR INDIAN NAVAL SHIPS STOCK-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 AS PER THE ENCLOSURES HEREUNDER. PLEASE FOLLOW THE TERMS & CONDITIONS DETAILED BELOW WHILE QUOTING THE MATERIALS AND SUBMIT A COPY OF THE QUESTIONNAIRE DULY SIGNED AND STAMPED ALONG WITH YOUR TECHNO-COMMERCIAL BID I.E. (PART-1) FOR CONSIDERATION OF YOUR OFFER.

1.1.	MODE OF SUBMISSION OF OFFER- (PLEASE FOLLOW THE GENERAL TERMS AND CONDITIONS).	AS PER ANNEXURE – I ENCLOSED (6 PAGES)
1.2.	TECHNICAL SPECIFICATION FOR M.S. PLATES TO IRS-A GRADE OR EQUIVALENT GRADES =982.933M.T.	1) M.S. PLATES TO IRS-A GRADE OR EQUIVALENT GRADES (SUCH AS LRS-A ETC.) AS PER TECHNICAL SPECIFICATION ANNEXURE-II-A&B ENCLOSED TO THIS TENDER I.E. Annexure-II-A- one page (1) for sizes and quantities & Annexure- II-B-one page (1) for technical specification for steel plates.
1.3.	TECHNICAL SPECIFICATION FOR STEEL SECTIONS TO IRS-A GRADE OR EQUIVALENT GRADE-85.761M.T.	2) SHIP BUILDING QUALITY STEEL PROFILES TO IRS-A GRADE OR EQUIVALENT GRADES (SUCH AS LRS-A ETC.) AS PER TECHNICAL SPECIFICATION ANNEXURE-III-A&B ENCLOSED TO THIS TENDER. I.E. Annexure-III-A- one page (1) for sizes and quantities & Annexure- III-B-one page (1) for technical specification for steel sections. The price bids will be evaluated for Plates & Sections separately. HSL reserves the right for acceptance of alternative grades offered by suppliers. Note: 1) Mills Test Certificates indicating/showing ship No., size of plate, Grade of Steel, cast No., Test No., Chemical composition and Mechanical properties duly endorsed by attending surveyors of IRS OR EQUIVALENT shall be submitted along with the supply of Materials. Please confirm this point in your offer in accordance with the

		<p>technical specification enclosed to this tender for both Plates & Sections.</p> <p>2) Please submit your offer quoting unit rates as per M.T. basis only, for each item/size.</p>
1.3.1	COMMERCIAL QUESTIONNAIRE (TERMS & CONDITIONS) OF THE TENDER ENQUIRY.	<p>A) AS PER ANNEXURE – ‘IV’ ENCLOSED FOR INDIGENOUS SUPPLIERS (4 PAGES).</p> <p>B)ANNEXURE-‘V’ ENCLOSED FOR FOREIGN SUPPLIERS (5 PAGES).</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) , IF ANY DEVIATIONS TAKEN, THE SAME SHALL BE CLEARLY INDICATED AT THE RESPECTIVE CLAUSE.</p>
1.4.	PERFORMANCE BANK GUARANTEE FORMAT	AS PER ANNEXURE – ‘VI’ ENCLOSED (1 PAGE)
1.5.	DELIVERY PERIOD.	<p><u>WE REQUIRE THE MATERIALS BY END AUGUST 2010</u> HENCE IT IS REQUESTED TO OFFER SUITABLE DELIVERY PERIOD FROM ROLLING FOR THE SAME TO CONSIDER YOUR OFFER..</p> <p>PLEASE NOTE THAT IF THE QUOTED DELIVERY PERIOD IS NOT SUITABLE TO OUR REQUIREMENT, YOUR OFFER IS LIABLE FOR REJECTION.</p>
1.6.	TERMS OF DELIVERY	<p><u>a)FOR FOREIGN BIDDERS: HSL PREFER TO QUOTE THE TERMS OF DELIVERY AS BOTH ‘FOB’ & ‘CFR’- VISAKHAPATNAM BY FOREIGN SUPPLIERS. THE SPECIFIC PORT OF LOADING AND COUNTRY FOR ‘FOB’ TERMS SHALL INVARIABLY INDICATED IN YOUR TECHNO-COMMERCIAL BID.</u></p> <p><u>FOR ‘FOB’ TERMS, THE LOAD PORT/ SHIPMENT PORT SELECTED/INDICATED BY SUPPLIER SHALL BE FAMILIER PORT AND THROUGH WHICH OUR INDIAN FLAG VESSELS FROM ‘SHIPPING CORPORATION OF INDIA’ SHALL BE REGULARLY PASSING THROUGH.</u></p> <p>HOWEVER, THE ORDER WILL BE PLACED INITIALLY ON FOB TERMS AND IF NECESSARY, THE ORDER WILL BE CONVERTED FROM FOB TO CFR, FOR WHICH, HSL RESERVE THE RIGHT TO PLACE ORDERS ON FOB & CFR TERMS. PLEASE QUOTE ACCORDINGLY AND INDICATE THE APPLICABLE FREIGHT IN YOUR OFFER FOR CFR TERMS.</p>

		b) FOR INDIGENOUS BIDDERS: HSL PREFER FOR - F.O.R. HSL STORES, VISAKHAPATNAM- FROM INDIGENOUS SUPPLIERS.
1.7.	LAST DATE / TIME FOR RECEIPT OF OFFERS.	ON 05.07.2010 AT 1100 AM HRS (INDIAN TIME)
1.8.	DATE AND TIME OF OPENING OF TENDER (PART - I TECHNO-COMMERCIAL PART ONLY).	ON 05.07.2010 AT 1500 P.M. HOURS ON THE SAME DAY OF DUE DATE I.E. DT.05.07.2010 IN THE PRESENCE OF TENDERERS / THEIR AUTHORISED REPRESENTATIVES ATTENDED.
1.9.	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.
1.10	MILLS CONFIRMATION CERTIFICATE & AGENTSHIP AUTHORISATION LETTER.	PLEASE SUBMIT YOUR MILLS AUTHORISATION / CONFIRMATION CERTIFICATE FOR THE SUBJECT MATERIALS AND AGENTSHIP AUTHORISATION LETTER ALONG WITH YOUR TECHNO-COMMERCIAL BID, WITHOUT THOSE TWO CERTIFICATES, YOUR OFFER MAY NOT BE CONSIDERED.
1.11	EARNEST MONEY DEPOSIT (EMD)	A DEMAND DRAFT FOR RS.1,00,000/- OR EQUIVALENT FOREIGN CURRENCY TOWARDS EMD DRAWN IN FAVOUR OF HINDUSTAN SHIPYARD LTD, VISAKHAPATNAM, SHOULD BE SUBMITTED IN A SEPARATE COVER AND SAME SHALL BE ATTACHED TO THE TECHNO-COMMERCIAL BID (PART-I). FOREIGN VENDORS SHALL SUBMIT EMD IN US DOLLARS FOR THE EQUIVALENT AMOUNT. <u>BIDS RECEIVED WITHOUT EMD WILL BE SUMMERLY REJECTED FOR OPENING OF PRICE OFFER.</u> EMD AMOUNT OF THE UNSUCCESSFUL BIDDERS WILL BE REFUNDED AFTER FINALISATION OF THE ORDER FOR SUBJECT MATERIALS. THE EMD CAN 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 Rs1,000/- OR EQUIVALENT FOREIGN CURRENCY 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 60 DAYS FROM THE DATE OF

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, TECHNICAL SPECIFICATION AND COMMERCIAL TERMS & CONDITIONS ENCLOSED TO THIS TENDER.**
3. THE TECHNICAL SPECIFICATION AT ANNEXURES-II(A&B) &III (A&B) AND COMMERCIAL QUESTIONNAIRE AT ANNEXURE – ‘IV’ (INDIGENOUS BIDDERS) & ‘V’ (FOREIGN BIDDERS) SHALL BE DULY FILLED IN AND AGREED TOO BY THE BIDDERS IN TOTO BY SIGNING ON EACH PAGE AS A PROOF THAT THE BIDDER HAS ACCEPTED ALL THE PARAS OF ABOVE ANNEXURES 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. AS PER THE TECHNICAL SPECIFICATION AVAILABLE AT ANNEXURES-II (A&B) AND III (A&B).** 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. PLEASE CONFIRM.**
7. ONLY AUTHORISED 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 WITHOUT FURTHER REFERENCE .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. **REJECTION CRITERIA FOR THE OFFERS:**
 - 9.1 BIDDERS SHALL SUBMIT THEIR OFFER COVERING ALL THE TOTAL SCOPE OF REQUIREMENT VIZ: M.S. PLATES TO IRS-A GRADE (OR) EQUIVALENT GRADES –982.933M.T AND STEEL SECTIONS-85.761 M.T. , IF THE BIDDERS

FAILING /NOT QUOTING AS PER OUR REQUIRED SCHEDULE OF SIZES, QUANTITIES AND GRADES, THEIR OFFERS ARE LIABLE FOR REJECTION.

- 9.2 BIDDERS SHALL SUBMIT THEIR OFFER EXACTLY TO THE HSL REQUIRED SIZES/TAILORED 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.
- 9.3 OFFERS NOT COMPLYING WITH TENDER REQUIREMENT IN RESPECT OF TECHNICAL REQUIREMENTS INCLUDING MILL'S LETTER OF AUTHORITY ARE LIABLE TO BE REJECTED.
- 9.4 HSL RESERVES ITS RIGHT TO ACCEPT OR REJECT ANY ONE OR ALL THE OFFERS, IN PART OR IN FULL WITHOUT ASSIGNING ANY REASON.
- 9.5 HSL RESERVES ITS RIGHT TO CANCEL THE SUBJECT TENDER IF THE SITUATION SO WARRANTS AT THEIR SOLE DISCRETION.
- 9.6 OFFERS RECEIVED WITHOUT EMD, WILL BE SUMMERLY REJECTED FOR OPENING OF PRICE BIDS.
- 9.7 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 ITEMWISE LOWEST BASIS, HENCE PART ORDER CLAUSE SHALL BE ACCEPTED BY BIDDERS.
10. 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.
11. IRS/LRS CHARGES: ; IF YOU QUOTE THE IRS/LRS OR EQUIVALENT GRADE CHARGES AS EXTRA, PLEASE INDICATE THE SAME IN YOUR TECHNO COMMERCIAL BID (PART-I) AS EXTRA AND INDICATE THE SAME AS "QUOTED IN OUR PRICE PART". THE CHARGES SHOULD BE QUOTED IN YOUR PRICE BID, IF REQUIRED EXTRA (OR) ELSE THE SAME WILL BE TREATED AS INCLUSIVE IN THE QUOTED RATES.
12. 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.
13. THE BIDDERS SHALL DISCLOSE ANY PAYMENTS MADE OR PROPOSED TO BE MADE TO ANY INTERMEDIARIES (AGENTS ETC.,) IN CONNECTION WITH THE BID.

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 MR. SIVA PRASAD, C.M (PURCHASE) FOR OUR RECORDS.

ANNEXURE - IV

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 :

MATERIAL REQUIRED BY END OF AUGUST 2010, BIDDERS MAY QUOTE THE 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.

EX-WORKS MANUFACTURER GODOWN / F.O.R. DESPATCHING STATION	_____ 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.

THE INDIGENOUS SUPPLIERS SHALL INDICATE THE EXCISE DUTY, OCTROI ETC., SEPARATELY INSTEAD OF INCLUDING THE SAME IN THE QUOTED RATES. IF HSL FURNISHES THE EXCISE DUTY EXEMPTION CERTIFICATE FOR THE MATERIAL TO BE PURCHASED THEN THE EXCISE DUTY, OCTROI ETC., SHALL BE TAKEN AS NIL. PL. CONFIRM THIS CLAUSE. YES/NO

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. **VALIDITY OF OFFER :** PLEASE CONFIRM THAT YOUR OFFER SHALL BE KEPT VALID FOR A PERIOD OF 60 DAYS FROM THE DATE OF OPENING OF TENDER (TECHNICAL BIDS –PART –I) AND SAME SHALL BE EXTENDED FOR CERTAIN PERIOD (IF REQUIRED), TO ENABLE US TO FINALISE THE MATTER .THE VALIDITY PERIOD OF 60 DAYS IS ESSENTIAL AS TWO BID SYSTEM COMSUMES MUCH TIME IN OPENING OF TECHNICAL BID , OBTAINING CLARIFICATIONS FROM VARIOUS VENDORS ON TECHNICAL & COMMERCIAL MATTERS, WITH A VIEW TO BRING THEM TO A UNIFORM PLATFORM AS PER OUR REQUIREMENT FOR OPENING OF PRICE BIDS AND FINALISATION OF ORDERS. HENCE THE VALIDITY PERIOD OF 60 DAYS FOR QUOTED OFFERS MAY BE ADHERED.
YES / NO

PLACE :
DATE :

SIGNATURE OF VENDOR
WITH OFFICE SEAL

(FOR FOREIGN BIDDERS)

COMMERCIAL QUESTIONNAIRE TO BE ANSWERED BY THE FOREIGN SUPPLIERS AND SHALL BE FURNISHED INVARIABLY ALONG WITH THE TECHNO-COMMERCIAL BID.

This questionnaire, duly filled in and signed is to be submitted by supplier with specific reference to their offer No. _____ dt. _____ along with offer for supply of M.S. Plates to IRS-A grade (or) equivalent to IRS-A grade (LRS-A etc.).

PURCHASERS REQUIREMENT		SELLERS CONFIRMATION OF COMPLIANCE / COMMENTS	
1. PRICE FORMAT		IN F.O.B. LOAD SEA PORT & IN C & F / CFR VISAKHAPATNAM SEA PORT	PLEASE OFFER BOTH IN FOB & CFR (C&F) DELIVERY TERMS- YES/NO
1.1	This format must accompany Part – I (UNPRICED) only and should not contain the price in any form but the tenderer is requested to confirm specifically that the price quoted is for FOB SEA PORT and also CFR – VISAKHAPATNAM SEA PORT and put tick mark in the above boxes. The price quoted shall be inclusive of class inspection charges if applicable as per technical specification. In the absence of specific indication of inspection charges (if required as per tech. Specn) it will be presumed that the same is included in the quoted price).		YES / NO
1.2	FOB means stowed and trimmed the Sellers scope includes loading, Dunnaging, securing and lashing at scheduled port of loading		YES / NO
1.3	Though all our orders for imported materials will be on FOB basis only, you shall submit the quotation both in FOB & C & F (CFR Visakhapatnam) basis also as stated at Point – 1. In case of necessity HSL will avail the freight quoted by the tenderers for placing order on C & F basis. (CFR Visakhapatnam). In case order is on CFR-Visakhapatnam basis, you shall arrange dispatch of material by the fastest mode VESSEL to reach Visakhapatnam, India at the earliest possible.		YES / NO
2.	<u>DELIVERY PERIOD:</u> WE PREFER THE MATERIALS BY END OF AUGUST ,2010 FROM THE ROLLING MILLS. HENCE IT IS REQUESTED TO OFFER SUITABLE DELIVERY PERIOD FROM ROLLING MILLS FOR THE MATERIALS TO CONSIDER YOUR OFFER. PLEASE NOTE THAT IF THE QUOTED DELIVERY PERIOD IS NOT SUITABLE TO OUR REQUIREMENT, YOUR OFFER IS LIABLE FOR REJECTION.		YES / NO
3.	<u>PAYMENTS:</u>		
3.1	100% payment less agency commission, if any, will be arranged through L.C. opened prior to cargo readiness and receipt of 10% PBG as per relevant clause. Please confirm acceptance specifically. Offers taking deviation to these terms viz., “for non submission of 10% PBG will be loaded by 5%” as per HSL procedure for comparison purpose to make the offer on par with others. Advance payments are not repeat not acceptable.		YES / NO
3.2	The L.C. will be opened in favour of the beneficiary through Indian Bank, Dabagardens, Visakhapatnam or any other bank and will be confirmed through their Branch or other Associates / Correspondents in the country of the beneficiary (if reqd.) at the cost of suppliers as stated at bank charges clause. Complete address of your banker with fax No. Phone. Swift Code etc., shall be furnished to enable open L/C accordingly in case of resultant order with you.		YES / NO
3.3	For the purpose of realization of payment the beneficiary is required to present the shipping documents as listed under.		
4.	<u>SHIPMENT DOCUMENTS:</u> In respect of shipment, the under mentioned		YES / NO

	documents shall be made out and presented by the seller to the negotiating bank for drawal of payment after shipment , if order is placed.	
4.1	Clean on board ocean Bill of Lading drawn to order and bank endorsed consigned to Visakhapatnam.	Yes/No
4.2	Sellers Commercial (signed) invoice in English Language for the material shipped indicating nett FOB or C & F value of goods and Agency Commission if any should be shown as a deduction from the invoice value of goods.	Yes/ No
4.3	Detailed packing list showing the individual number of packages, their gross and net weight together with the measurements and contents of each in English Language.	Yes/No
4.4	Certificate stating that all the materials charged in the above invoice have been shipped.	Yes/No
4.5	Copy of Seller's Cable / Telex / Fax/ e-mail of intimation of shipment to the specified Insurance Co., as per order terms.	Yes/No
4.6	Certificate of Country of Origin shall be issued by Chamber of Commerce / Trade Association.	Yes/No
4.7	Sellers certificate confirming dispatch of advance set of documents within 5 days from the date of shipment.	Yes/No.
4.8	Sellers Certificate confirming that the Ordered materials inspection certificate /test certificates duly endorsed by the relevant class surveyors will be submitted as per specification enclosed to the above tender.	Yes/No
4.9	Sellers certificate from Shipping Corporation of India or from their accredited local port agents certifying that the shipment has been arranged in accordance with the instruction of Ministry of Shipping, Chartering Wing (Tran chart), New Delhi, India, If the shipment made through buyer nominated vessel.	Yes/No
4.10	5 sets of Advance copies of documents shall be couriered to Purchase directly within 5 days after shipment. Any loss incurred by the purchaser on account of faulty documentation and non-receipt / delayed receipt of documents for the purpose of clearing the consignments shall be to the Seller's account. Please confirm/ compliance specifically.	YES / NO
5.	SHIPPING ARRANGEMENTS: The shipping arrangements will be made by the Secretary, Ministry of Shipping, (Chartering Wing), New Delhi – 110 001, India, Telegraphic Address: TRANSHART, NEW DELHI, fax No.011-23718614 through their Forwarding Agents. If the contract/order is finalized on FOB terms basis.	YES / NO
6.	BANK CHARGES: All bank charges arising outside India including L/C confirmation charges payable to beneficiary's bank shall be to the beneficiary's account. Please note that the payment will be made through irrevocable L.C without confirmation, incase of specific requirement for opening of confirmed L/C, all bank charges there on shall be borne by the supplier. Hence confirm this clause specifically.	YES / NO
7.	Please indicate port of loading in your offer without fail. The port of loading indicated must correspond to the price quoted and also note that the load port must be a popular port where from regular and The Shipping Corporation of India vessel sailings are available. Port of final destination shall always be Visakhapatnam (A.P) India.	YES / NO
8.	FIRM PRICE: Confirm that the price quoted shall be firm and fixed in the currency offered without any variation till complete execution of contract.	YES / NO
9.	The firm shall quote offers in single currency only for complete M.S.Plates /M.S. Sections to have better system and avoid further difficulties in opening of L.C. etc., hence please confirm that your quoted price is in accordance with this requirement.	YES / NO
10.	Specify the Country of Origin of goods offered.	Yes/No
11.	PERFORMANCE BANK GUARANTEE: Successful bidders are required to furnish Performance Bank Guarantee as per the format enclosed herewith at <u>Annexure – VI</u> routed through any Nationalized Bank in India, for 10% value of	YES / NO

	order within 7 days from the date of receipt of order. Please confirm your acceptance specifically for this clause. In the event of any deviation taken, 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 conditions.	
12.	<u>BIDDERS CONFERENCE</u> : 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
13.	<u>DELAYED DELIVERY</u>	
13.1	The time for and the date(s) specified in the Tender Schedule and the contract or as extended for the delivery of the stores shall be deemed to be the essence of the contract and delivery must be completed not later than that the date(s) as specified therein or extended. Should the suppliers fail to deliver the material or any part thereof within the period prescribed for such delivery the purchasers shall have recourse to the following.	YES / NO
13.2	To recover from the suppliers as agreed liquidated damages and not by way of penalty a sum equivalent to ½% (one half of one percent) for each week of delay or part thereof of the contractual price and up to a maximum of 10% OR	YES / NO
13.3	To purchase elsewhere without notice to the suppliers on their account and at the risk of the suppliers the stores not so delivered or others of suitable description where others exactly complying with the particulars are, in the opinion of the purchase, not readily procurable, such opinion being final without canceling the contract in respect of the consignment not yet due for delivery. OR	YES / NO
13.4	To cancel the contract. In the event of action taken under (13.3) above, the suppliers shall be liable for any loss the purchasers may sustain on that account but not entitled to any gain on repurchase made against default. Delays due to Force Majeure conditions shall, however, be considered on satisfactory documentary evidence. <u>IF ANY DEVIATIONS TAKEN ON THE ABOVE CLAUSES OF LIQUIDATED DAMAGES, NECESSARY LOADINGS WILL BE APPLICABLE AS PER OUR BUSINESS TERMS AND CONDITONS AVAILABLE IN OUR WEB SITE www.hsl.nic.in.</u> IN BRIEF, THE LOADING PERCENTAGE WILL BE APPLICABLE AS 0.50% To A MAXIMUM OF 10% ON THE QUOTED PRICE FOR NON ACCEPTANCE OF L.D. RECOVERY OF 0.50% TO A MAXIMUM OF 10% AS ABOVE OR PROPORTIONATELY, FOR COMPARISION PURPOSE ON PAR WITH OTHER BIDDERS.	YES / NO YES / NO
13.5	If delivery of the material equipment is delayed or incomplete beyond 3 months the purchaser in addition to their right envisaged under 13.2 and 13.3 and 13.4 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 / consignment.	YES / NO
14.	<u>AGENCY COMMISSION CLARIFY / CONFIRM FOLLOWING:</u>	
14.1	If there is an Indian Agent involved in this business, please clarify as to why you require an Agent in India and how you have paid the commission to them. Please fill reply for this clause without fail.	
14.2	Whether the Indian agent is registered with HSL. If so their Registration No.	YES / NO Regn. No.
14.3	Agency commission, if any payable to Indian Agents (will be paid in Indian Rupees) is to be specified.	YES / NO
14.4	We require copy of Agency Agreement in the event of resultant order if any.	YES / NO
15.	<u>PART ORDER ACCEPTANCE :</u>	

	PLEASE CONFIRM ACCEPTANCE FOR PLACEMENT OF PART ORDER ON INDIVIDUAL ITEMS OF TENDERS BASED ON LOWEST BASIS AND WITHOUT CHANGING THE TERMS & CONDITIONS QUOTED/ACCEPTED BY THE PARTY IN THEIR OFFER.	YES /NO
16.	<u>CHARGEABLE WEIGHT IN THE INVOICE:</u> THE CHARGEABLE WEIGHT FOR INVOICING SHALL BE THEORETICAL AT 7.85 KG / DM ³ 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.	YES/NO
<u>17.</u>	<u>IRS CHARGES:</u> PLEASE INDICATE THE IRS OR EQUIVALENT GRADE CHARGES IN YOUR PRICE OFFER AND THE SAME IS TO BE INDICATED AS “QUOTED IN PRICE PART” IN YOUR TECHNO-COMMERCIAL BID, IF YOU QUOTED EXTRA AS APPLICABLE.	YES/NO
18.	<u>ARBITRATION:</u> 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 <u>arbitration shall in all cases, subject to the convenience of the arbitrator, be Visakhapatnam only.</u> The award of the arbitrator shall be final and binding subject to the provisions of the Indian Arbitration and Reconciliation Act, 1996.	YES / NO
19	<u>JURISDICTION:</u> 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 <u>Jurisdiction of Visakhapatnam</u> 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 notwithstanding the residence or place of business of the contractors / suppliers.	YES / NO
20.	<u>PACKING:</u> 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.	YES / NO
21.	<u>GUARANTEE:</u> Please confirm that you shall guarantee the material supplied for workmanship and performance of material for a period of 12 months from the date of delivery of the vessel to its owners OR 30 months from the date of dispatch of material whichever is earlier.	YES / NO
22.	<u>SHORT DESPATCHES:</u> 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. All shortages / damages / wrong supplies shall be replaced immediately on receipt of intimation from HSL at free of cost under freight prepaid basis. All short supplied parts / replacements shall be guaranteed as per clause above.	YES / NO

23.	<u>APPROPRIATION</u> : 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
24.	<u>LAWS APPLICABLE</u> : The Contract (Order) placed for supply of subject materials covered by this tender shall be governed by the Laws of Government of India for the time being in force.	YES / NO
25.	<u>FORCE MAJEURE</u> :	YES / NO
25.1	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
25.2	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
26.	<u>VALIDITY OF OFFER</u> : PLEASE CONFIRM THAT YOUR OFFER SHALL BE KEPT VALID FOR A PERIOD OF 60 DAYS FROM THE DATE OF OPENING OF TENDER (TECHNICAL BIDS –PART –I) AND SAME SHALL BE EXTENDED FOR CERTAIN PERIOD (IF REQUIRED), TO ENABLE US TO FINALISE THE MATTER .THE VALIDITY PERIOD OF 60 DAYS IS ESSENTIAL AS TWO BID SYSTEM CONSUMES MUCH TIME IN OPENING OF TECHNICAL BID , OBTAINING CLARIFICATIONS FROM VARIOUS VENDORS ON TECHNICAL & COMMERICAL MATTERS, WITH A VIEW TO BRING THEM TO A UNIFORM PLATFORM AS PER OUR REQUIREMENT FOR OPENING OF PRICE BIDS AND FINALISATION OF ORDERS. HENCE THE VALIDITY PERIOD OF 60 DAYS FOR QUOTED OFFERS MAY BE ADHERED.	YES / NO
27.	HSL reserves the right to accept or reject any offer in case of any deviation to the above terms without assigning any reason thereof.	YES / NO
28.	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

BIDDERS SIGNATURE & STAMP

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