



## HINDUSTAN SHIPYARD LTD.

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

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ANNEXURE -II

### COMMERCIAL QUESTIONNAIRE FOR FOREIGN BIDDERS

To Be Answered By Foreign Suppliers

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

Subject / Material \_\_\_\_\_

Tender Ref. No. MP/Q/\_\_\_\_\_

<p>This format must accompany Part – I (Un-Priced) only and should not contain the price in any form but the tenderers are requested to confirm specifically that the price quoted is for FOB Sea Port <b>OR</b> FOB Air Port and also CFR Visakhapatnam Sea Port <b>OR</b> Air Port and put tick mark in the given boxes.</p> <p>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. Specification) it will be presumed that the same is included in the quoted price. Please note that price shall be quoted in figures as well as words.</p>		
1. PRICE FORMAT	<p>In <input type="checkbox"/> F.O.B. Load Sea Port <b>OR</b> <input type="checkbox"/> F.O.B. Load Air Port</p> <p>Specify name of Sea Port / Air Port _____</p> <p>Also in C &amp; F / C.F. R VISAKHAPATNAM - <input type="checkbox"/> Sea Port <b>OR</b> <input type="checkbox"/> Air Port (Strike off what is not applicable)</p> <p><b>Please Confirm:</b> FOB means stowed and trimmed. The sellers scope includes Loading, dunnaging, securing and lashing at scheduled Port Of Loading.</p> <p>Though all our orders for imported materials will be on <b>FOB Basis</b> only, you shall submit the quotation in C &amp; F (CFR - Visakhapatnam) Liner Out terms basis also, as stated at point-1.</p> <p>In case of necessity HSL will avail the freight quoted by the tenderers for placing order on C &amp; F basis. (CFR, Visakhapatnam). In case order is on CFR Visakhapatnam basis, you shall arrange dispatch of Material/ equipment by the fastest mode to reach Visakhapatnam, India at the earliest possible.</p>	<p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p> <p>YES / NO</p>
1.1 Loading Factor in case of Freight if not quantified in the Bid	<p><b>Foreign Bids:</b> On Ex-Works Basis and not F.O. B. – 2% or higher as offered by other bidders in the fray</p> <p>Freight (irrespective of Country of supply) - 10%</p> <p>Insurance - 1%</p>	<p>YES / NO</p>
2. PAYMENT TERMS	<p>100% payment less Agency Commission if any will be arranged through L.C. opened one month prior to cargo readiness and receipt of 10% PBG as per relevant clause. Please confirm acceptance specifically.</p>	<p>YES/NO</p>

	<p><b>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 &amp; Conditions for details)</b></p> <p><b>Advance Payments / Stage Payments are NOT repeat NOT acceptable</b></p>	<b>YES/NO</b>
2.2 Payment By Letter Of Credit	<p>The LC will be opened in favour of the beneficiary through Indian Bank, Dabagardens, Visakhapatnam or any other bank and will be <b>confirmed</b> through their branch or their associates / correspondents in the country of the beneficiary if required <b>at the cost of suppliers.</b></p> <p>Complete address of your banker with FAX NO, PHONE NO, SWIFT CODE, SORT CODE etc shall be furnished to enable open L/C accordingly in case of resultant order with you.</p>	<b>YES /NO</b>  <b>YES / NO</b>
2.3 Release Of Payment	For the purpose of realization of payment the beneficiary is required to present the shipping documents as listed under the relevant clause.	<b>YES / NO</b>
3. Part Order	Please confirm acceptance for placement of part order by H.S.L	<b>YES/NO</b>
4. In respect of each shipment each of the under mentioned Documents shall be made out and presented by the seller to the negotiating bank for drawal of payment. The Import License Number should be clearly mentioned in all Documents being submitted by the supplier.		
4.1 Bill of Lading	Clean On Board Ocean Bill of Lading Drawn to order and Blank Endorsed Consigned To Visakhapatnam Bill of Lading shall invariably indicate <u>FINAL DESTINATION</u> as <u>VISAKHAPATNAM</u> irrespective of the port of discharge mentioned in the B/L.	<b>YES /NO</b>
4.2 Seller's Invoice	Seller's commercial (signed) invoice in English language for the Material shipped indicating Nett FOB, C & F value of goods and Agency Commission if any should be shown as a deduction from the invoice value of goods. The invoice value shall be indicated in words	<b>YES /NO</b>
4.3 Packing List	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.	<b>YES /NO</b>
4.4 Shipment Certificate	Certificate stating that all the materials charged in the above invoice have been shipped.	<b>YES /NO</b>
4.5 FAX / CABLE to Insurers	Copy of seller's cable / telex / fax of intimation of shipment to the specified insurance co., as per order terms.	<b>YES /NO</b>
4.6 Certificate of Origin	Certificate of Country of Origin issued by Chamber Of Commerce / Trade Association.	<b>YES /NO</b>
4.7 Confirmation Of Dispatch Of Advance Set Of Documents	Seller's certificate confirming dispatch of advance set of documents by Courier within 7 days from the date of shipment.	<b>YES /NO</b>
4.8 Inspection Report	Ordered material/equipment inspection certificate duly endorsed by class inspection if required as per specification.	<b>YES /NO</b>
4.9 Shipper's Certificate	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, (Transchart), New Delhi, India	<b>YES /NO</b>

5. Advance Documents	5 (five) sets of above Documents shall be couriered in ADVANCE to Purchaser directly within <b>7 days</b> 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.	<b>YES / NO</b>
6. Shipping Arrangements	The Shipping Arrangements will be made by The Secretary, Ministry Of Shipping, Road Transport & High Ways, Department Of Shipping (Chartering Wing), Room No.538, Parivahan Bhavan 1, Parliament Street <b>New Delhi – 110 001, INDIA,</b>  FAX: 23718614 / 23352726 TELEPHONE NO: 23719480 E- MAIL :aso2@hub.nic.in	<b>YES / NO</b>
7. BANK CHARGES	All bank charges arising outside India <b>including L/C Confirmation charges payable to beneficiary's bank shall be to beneficiary's account. Please note that the payment will be made through irrevocable L.C without confirmation.</b> Incase of specific requirement of opening confirmed L/C all bank charges there on shall be borne by the supplier. Hence confirm this clause specifically.	<b>YES / NO</b>
8. PORT OF LOADING	The port of loading indicated must correspond to the price quoted and also note that the <u>load port must be a popular port where from regular and The Shipping Corporation Of India vessel sailings are available.</u> <b>Port of destination shall always be VISAKHAPATNAM (A.P) in INDIA.</b>	<b>YES/NO</b>
9. FIRM PRICE	Confirm that price quoted shall be firm and fixed in the currency offered without any variation till complete execution of contract	<b>YES / NO</b>
10. FOREIGN CURRENCY	Parity between two foreign currencies is not acceptable to us. Hence, please confirm that your quoted price is in accordance with this requirement.	<b>YES / NO</b>
11. ORIGIN OF GOODS	Specify the Country of Origin of the Goods offered	
12.PERFORMANCE BANK GUARANTEE:	Successful bidders are required to furnish <b>Performance Bank Guarantee</b> as per the format placed in HSL web site at Annexure – III, routed through 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.	<b>YES/NO</b>

<p>12.1 <b>Loading For Variation In PBG and Warranty Terms</b></p>	<p>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 <b>HSL Standard Business Terms &amp; Conditions.</b></p>	<p><b>YES/NO</b></p>
<p>13. BIDDERS CONFERENCE</p>	<p>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.</p>	<p><b>YES/NO</b></p>
<p>14. AGENCY COMMISSION</p>	<p><b>Clarify / confirm following:</b>                      15.1 If there is an agent involved in this business, please clarify as to why you require an agent in India.                      15.2 Whether the Indian Agent is registered with HSL. If so their Registration no.</p>	<p><b>YES / NO                      Regn. No</b></p>
	<p>15.3 If any payable to Indian Agents (will be paid in Indian Rupees) and is to be specified as a % of FOB price or in lump sum.</p>	
	<p>15.4 we require copy of agency agreement in the event of resultant order if any.</p>	<p><b>YES / NO</b></p>
<p>15. PACKING:</p>	<p>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.</p>	<p><b>YES / NO</b></p>
<p>16.DELIVERY PERIOD</p>	<p>Tenderers shall quote the earliest possible Delivery Time as required in the Tender Schedule                      NOTE: In case the offered delivery is not suitable to our schedule requirements your offer will not be considered for further process</p>	<p><b>Days / Weeks / Months from Placement of Order</b></p>
<p>16.1 DELAYED DELIVERY</p>	<p>Bidders shall indicate / specify                      16.1 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 :                      a) 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) of the contractual price for each week of delay or part thereof subject to a maximum of 15% of contract price of equipment or 15% undelivered portion in respect of bulk materials during which the delivery of material or any part thereof may be in arrears. <b>OR</b>                      b) To purchase elsewhere without notice to the suppliers on their account and <b>at the risk of the suppliers</b> the stores not so</p>	<p><b>YES / NO</b></p>

	<p>delivered or others of suitable description where others exactly complying with the particulars are, in the opinion of the purchaser, not readily procurable, such opinion being final without canceling the contract in respect of the consignment not yet due for delivery.</p> <p style="text-align: center;"><b><u>OR</u></b></p> <p>c) <b>To cancel the contract.</b></p> <p>In the event of action taken under (16.1 (a) / (b)/ (c) ) 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.</p> <p>Delays due to force majeure conditions shall however, be considered on satisfactory documentary evidence.</p>	
	16.2 If delivery of the material / equipment is delayed or incomplete beyond 3 months the purchaser in addition to their right envisaged under 16.1(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.	<b>YES / NO</b>
<b>Loading For Deviations to LD Specified in the Tender</b>	16.3 Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. <b>(For details see clause 19.1 of HSL Standard Business Terms &amp; Conditions)</b>	<b>YES / NO</b>
17. EQUIPMENT / MATERIAL GUARANTEE	Please confirm that you shall guarantee the material / equipment supplied for workmanship and Performance of material / equipment for a period of 12 months from the date of delivery of the vessel to its owners <b>or</b> 30 months from the date of dispatch of material / equipment whichever is earlier <b>or</b> as specified in the Tender. <b>In case of deviation the loading factor will be applied as per the relevant clause in HSL Standard Business Terms &amp; Conditions.</b>	<b>YES / NO</b>
18. 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><b>YES/NO</b></p> <p><b>YES/NO</b></p> <p><b>YES/NO</b></p>
19. DRAWINGS:	Please confirm that you shall submit necessary drawings / technical data, if required as per order technical specification, for approval of HSL / Class as required immediately after receipt of order.	<b>YES/NO</b>

20. SERVICE ENGINEERS:	<p>Please confirm whether you have included in your price the charges for providing services of your engineer (including to &amp; fro airfare, boarding &amp; lodging charges and local conveyance charges) for commissioning the subject equipment if required as per specification</p> <p>20.1 Further please specify the number of man –days (working days in HSL) provided free in your offer.</p> <p>20.2 Please indicate your quote for Service Engineer charges per day (including to &amp; fro airfare, boarding &amp; lodging charges and local conveyance charges) if required for any reason beyond the free period included in the offer for our consideration.</p>	<p><b>YES/NO</b></p> <p><b>YES/NO</b></p> <p>_____ Free Days</p> <p>_____ Per day</p>
21. 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 any time 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 without any protest or demur pay to us on demand the balance amount not so recovered	<b>YES/NO</b>
22. LAWS APPLICABLE	The contract (order) placed for supply of equipment / machinery covered by this tender shall be governed by the laws of Government Of India for the time being in force.	<b>YES / NO</b>
23. FORCE MAJEURE	<p>23.1 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, Quarantines, Govt. Restrictions, Strikes, Earth Quakes, Etc</p> <p>23.2 The occurrence of case of Force Majeure shall be notified by the party affected by it to the other party immediately by cable / fax and confirmed by registered air mail letter, stating the nature of occurrence accompanied by a certificate issued by Chamber of Trade / Commerce or by the Ministry of Shipping, Government of India, New Delhi as the case may be. The same procedure shall be observed when the case of force majeure ceases</p>	<p><b>YES / NO</b></p>    <p><b>YES / NO</b></p>
24. ARBITRATION	<p>All disputes between the parties shall be referred to the sole arbitration of the Chairman &amp; Managing Director of the purchasers or to a person to be appointed by the Chairman &amp; 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</p>	<b>YES/ NO</b>

	<p>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>	
25. 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 notwithstanding the residence or place of business of the Contractors/ Suppliers.	YES/NO
26. OFFER VALIDITY	Price quoted shall be valid for <b>90</b> 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
27. <b>LOADING CRITERIA</b> in case of Bidders failing to specify / quantify in monetary terms	For purposes of evaluating the Price Bids <b>LOADING</b> as specified in the <b>HSL Standard Business Terms &amp; Conditions</b> displayed in HSL Web Site shall be applied for the those commercial terms which have not been quantified by Bidders in monetary terms	YES / NO
28. <b>HSL Standard Business Terms &amp; Conditions</b>	In all other cases of doubt <b>HSL Standard Business Terms &amp; Conditions</b> will be applicable	YES /NO
29. 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 thereof.	YES / NO
30. NOTES	<b>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.</b>	YES / NO

SIGNATURE &amp; STAMP OF BIDDER