



# HINDUSTAN SHIPYARD LTD.

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

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CIN No.U74899AP1952GOI076711

## COMMERCIAL QUESTIONNAIRE FOR FOREIGN BIDDERS

To be answered by Foreign Suppliers and shall be furnished invariably  
along with Techno-commercial Bid

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

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

- The 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 / FOB Air Port and CFR Visakhapatnam Sea Port (Liner Out) **OR** Air Port.
- Bidders are requested to read the Commercial questionnaire, standard terms and conditions (GENERAL TERMS AND CONDITIONS) **carefully** prior to filling up their acceptance / non acceptance at “Bidders remarks”. Separate sheet (if required) can be attached for any deviations taken.
- As the matter is to be finalized on priority, no deviation / counter offers to the commercial points shall be entertained. Hence, it is requested to confirm compliance to all the points by mentioning “Accepted / complied” under “Bidders remarks” column and also make sure that all the sheets are duly signed and stamped.

S No.	Commercial conditions	Details of commercial conditions	Bidder remarks
1.1	PRICE / Delivery terms	In F.O.B. Load Sea Port <b>or</b> F.C.A Load Air Port Specify name of Sea Port / Air Port _____  Also indicate (a) Freight charges up to Visakhapatnam Port. (CFR price)  (b) Insurance charges from supplier's warehouse to Hindustan Shipyard limited warehouse	
1.2		<b>Please Confirm.</b> FOB means stowed and trimmed. The seller scope includes Loading, dunnaging, securing and lashing at scheduled Port Of Loading. In case of delay in submission of shipping documents to consignee's Bank against agreed payment terms, the consequential demurrages, detention and ground rent charges will be to the account of supplier.	
1.3		Though all our orders for imported materials will be on <b>FOB Basis</b> only, bidder shall submit the quotation in CFR, Visakhapatnam (LINER OUT) terms and also in CIF Visakhapatnam (LINER OUT) terms basis.  In case of necessity, HSL will avail the freight and / or Insurance charges quoted by the tenderers for placing order on CFR, Visakhapatnam (Liner out) or CIF Visakhapatnam (Liner Out) basis. If order is on CFR Visakhapatnam (Liner Out) basis, supplier shall arrange dispatch of Material / equipment by the fastest mode to reach Visakhapatnam, India at the earliest possible. Fifteen days free period shall be provided from the date of receipt of cargo at discharge Port (CFS, Visakhapatnam in case of container cargo) for customs clearance prior to take delivery of consignment. The free	

		period shall be increased in case of delay in submission of documents to the consignee Bank.	
1.4		In case of CIF Visakhapatnam (Liner out), in addition to the clause No. 1.3 above, Insurance shall be arranged from supplier's warehouse to Hindustan Shipyard Ltd Warehouse. The insurance charges shall be quoted in the price bid accordingly.  For air consignments CPT / CIP terms are applicable instead of CFR / CIF terms  In all cases of doubt in delivery terms, INCOTERMS 2010 will be applicable.	
1.5	Loading Factor in case of Freight if not quantified in the Bid.	<b>Foreign Bids:</b> On Ex-Works Basis and not FOB / FCA – 2% or higher as offered by other bidders in the fray.  Sea Freight (irrespective of Country of supply) - 5% Air freight (irrespective of Country of supply) – 10% Insurance – 0.25%	
2	Firm Price	Confirm that the price quoted shall be firm and fixed in the currency offered without any variation till complete execution of order.	
3	Part Order	HSL reserve the right to increase / decrease the items / quantity. Confirm acceptance for placement of part order by H.S.L	
4.1	PAYMENT TERMS	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.  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) Advance Payments / Stage Payments are NOT repeat NOT acceptable	
4.2	Bank Charges	All bank charges arising outside India 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. In case of specific requirement of opening confirmed L/C all bank charges there on shall be borne by the supplier. Hence confirm this clause specifically.	
4.3	Payment By Letter Of Credit	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 supplier</b> . Complete address of supplier's Bank with FAX NO, PHONE NO, SWIFT CODE, SORT CODE etc shall be furnished to enable open L/C accordingly in case of resultant order.	
4.4	AGENCY COMMISSION	<b>Clarify / confirm following:</b> The bidder shall confirm and declare that the Bidder is the original manufacturer or authorized vendor of original manufacturer or Government sponsored / designated export agencies (applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to buyer or any of its functionaries whether officially or unofficially, to the award of	

		<p>the contract / purchase order to the seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is any way incorrect or if at a later stage it is discovered by the Buyer that the seller has engaged any such individual / firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract / purchase order, the seller will be liable to refund that amount to the Buyer. The seller will also be debarred from participating in any RFQ / tender for new projects / program with Buyer for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract / purchase order either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by buyer in terms of contract / purchase order along with interest rate at the rate of 2% per annum above LIBOR (London Interbank offer rate) (for foreign vendors) and Base rate of SBI plus 2% (for Indian vendors). The buyer will also have the right to recover any such amount from any contracts / purchase orders concluded earlier with Buyer.</p>	
4.5	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	
4.6	Foreign Currency	Parity between two foreign currencies is not acceptable. Hence, please confirm that the quoted price is in accordance with this requirement.	
4.7.1	Service Engineer charges (If required)	<p>Vendor shall provide lump sum charges (including all applicable charges within India and foreign, to &amp; fro travel cost, accommodation charges) for providing technical assistance / supervision at yard. Vendor shall forward the major check points where the service engineer is required along with the number of days (excluding travel time) and number of service engineers at each stage. The checklist of jobs to be completed by HSL prior to arrival of service engineer for supervision / commissioning is to be submitted within one month of placement of order.</p> <p>In case the check list is completed by HSL and the work is not completed within the envisaged period, no extra payment would be made by HSL.</p>	
4.7.2		<p>However, for delay attributable to HSL, extra fixed man day rate is to be submitted along with the bid which shall be firm and fixed till complete execution of project.</p> <p>This fixed man day rate shall be inclusive of TDS / all applicable taxes within India and foreign, to &amp; fro travel cost and accommodation. Travel time shall not be considered as a man day and cannot be paid.</p> <p>Payment towards these service engineer charges (after deducting all applicable taxes viz., Income tax, services tax / TDS) will be paid separately against submission of work completion certificate and Invoice by supplier for each ship set.</p>	
5	Documents to be submitted in LC.	In respect of each shipment, the under mentioned documents shall be made out and presented by the seller to the negotiating bank for drawl of payment. The Import License	

		Number should be clearly mentioned in all Documents being submitted by the supplier.	
5.1	Bill of Lading	Clean On Board Ocean Bill of Lading drawn to order and endorsed in blank duly consigned to discharge the cargo at Visakhapatnam Port, India only.	
5.2	Seller's Invoice	Duly signed commercial Invoice in English language for full value of the goods shipped as per Purchase order terms. Agency Commission if any should be shown as a deduction from the invoice value of goods. The invoice value shall be indicated in words.	
5.3	Packing List	Detailed and signed Packing List showing the details of material shipped, individual number of packages, their gross and net weights together with the measurements and contents of each in Metric Tons / units.	
5.4	Bill of Exchange	Bill of Exchange drawn for full value of the goods shipped.	
5.5	Shipment Certificate	The certificate from the supplier stating in detail that the supply of Equipment and Spares and documentation have been complied with in full as per the technical specification enclosed to the Purchase order.	
5.6	Insurance certificate / Dispatch intimation to Insurers	In the event of FOB / CFR terms, copy of seller's fax intimation of shipment to the HSL specified insurance company as per Purchase order terms. In case of CIF, Insurance certificate covering Insurance against all transit risks from supplier's warehouse to the Hindustan Shipyard Ltd warehouse".	
5.7	Certificate of Origin	Certificate of Country of Origin issued by Chamber Of Commerce / Trade Association.	
5.8	PBG	A certificate from HSL stating that the proper Performance Bank Guarantee has been received.	
5.9	Confirmation of Dispatch of Advance Set of Documents	Seller's certificate confirming dispatch of advance set of all the shipping documents by courier within 5 days from the date of shipment.	
5.10	Class Inspection / Test Certificates	Manufacturer's work test certificates and Class Inspection certificates as per technical specification enclosed to Purchase order.	
5.11	Guarantee / Warranty Certificate	Guarantee / warranty certificate duly signed by the manufacturer for the equipments covered in the scope of supply as per the Technical Specification enclosed to Purchase order stating that they are guaranteed for its workmanship and proper performance for a period of 30 months from the date of supply or 12 months from the date of delivery of Vessel to the owners, whichever is earlier.	
5.12	Shipper's Certificate	In the event of FOB, a certificate from the Government of India approved shipping and forwarding agents that the material against the order has been shipped through them in accordance with the instruction of The Ministry Of Shipping, Chartering Wing, (TRANCHART), New Delhi, India.	
5.13	Sea worthy certificate	Packing shall be sea worthy. A certificate stating that the consignment was packed securely for safe sea transit to withstand all kinds of hazards in transit.	
5.14	Certificates as per statutory requirement / customs cleared at discharge port.	Certificates if any, as per the statutory requirement / customs clearance at discharge Port viz., fumigation certificate etc., shall be submitted.	
5.15	Other LC conditions	a) Any loss incurred due to delay / non receipt of documents in time is to beneficiary's account	

		<p>b) Materials shall be shipped under deck only</p> <p>c) In the event of CFR / CIF terms, 15 days detention free period shall be allowed by the freight forwarder for customs clearance and take delivery of consignment from CFS, Visakhapatnam.</p>	
6	Advance Documents	3 (three) sets of above Documents shall be couriered in ADVANCE to Purchaser immediately after shipment. Any loss / demurrages / detention / ground rent / damages incurred due to discrepancies in 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.	
7	Shipping Arrangements	In case of FOB, the Shipping arrangements will be made by The Secretary, Ministry Of Shipping, Department Of Shipping (Chartering Wing), Room No.538, Parivahan Bhavan 1, Parliament Street New Delhi – 110 001, INDIA, FAX: 23718614 / 23352726 TELEPHONE NO: 23719480 E- mail :aso2@nic.in	
8	Port of Loading	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. <b>Port of destination shall always be VISAKHAPATNAM in India.</b>	
9	Origin of Goods	Specify the <i>Country</i> of Origin and Port of loading of the Goods offered	
10	Packing	Sea worthy packing / special packing shall be provided as necessary for the materials / equipment being supplied to withstand any sort of hazards in transit at supplier's cost.	
11	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.	
12	Bidders conference	Confirm that you are agreeable to depute your techno-commercial team to HSL if required to firm up and finalize both technical suitability and mutually agreeable commercial conditions.	
13	Equipment Guarantee	<p>Please confirm that you shall guarantee the material / equipment supplied for workmanship and Performance of material / equipment for a period of 30 months from the date of supply of material / equipment or 12 months from the date of delivery of the vessel to the owners, whichever is earlier. <b>In case of deviation the loading factor will be applied as per the relevant clause in HSL Standard Business Terms &amp; Conditions.</b></p> <p>In the event of any defect in the workmanship, quality or performance of the equipment being detected during such period of Guarantee, supplier shall be intimated to that effect by HSL and the supplier should replace defective part(s) of the equipment with new part(s) of the same kind but quality, workmanship and performance satisfactory at free of cost and material shall be booked to HSL stores on DDP basis as per the relevant clause at or alternatively , if desired by HSL, the cost of repair / replacement which may be incurred should be reimbursed to HSL within 15 days from the date of receipt of intimation.</p> <p>Besides, Guarantee clause, supplier should also extend similar Guarantee to the replaced material / equipment either</p>	

		due to the shortages / damages / defective / wrong supplied or any other reason for a period of 30 months from the date of supply of part(s) or 12 months from the date of delivery of Vessel to the Owner, whichever comes earlier.	
14	Performance Bank Guarantee	Successful bidders are required to furnish <b>Performance Bank Guarantee</b> as per the format placed in HSL web site, and routed through any Nationalised Bank in India, for 10% on purchase order value within 10 days from the date of receipt of order. Please confirm your acceptance specifically.	
15	<b>Loading For Variation in PBG and Guaranty period</b>	In case of deviation from Tender Stipulation in respect of value of PBG or Guarantee 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> .	
16.1	DELIVERY PERIOD	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	____Days from the date of Purchase Order
16.2	Delayed deliveries	<p>The time for and the dates 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 the dates specified therein or extended. Should the supplier fail to deliver the material or any part thereof within the periods prescribed for such delivery, the purchasers shall have recourse to the following:</p> <p><b>a)</b> To recover from the suppliers as agreed liquidated damages and not by way of penalty a sum equivalent to 0.5% (one half of one percent) of the contractual price for each week of delay or part thereof subject to a maximum of 5% (five) of contract price of equipment or 5% (five) of undelivered portion in respect of bulk materials during which the delivery of material or any part thereof may be in arrears.</p> <p><b>or</b></p> <p><b>b)</b> 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 purchaser, not readily procurable, such opinion being final without cancelling the contract in respect of the consignment not yet due for delivery.</p> <p><b>or</b></p> <p><b>c)</b> To cancel the contract.</p>	
16.3		In the event of action taken under (16.1 (a) / (b) / (c)) above, the suppliers shall be liable for any loss and the purchaser may sustain on that account but not entitled to any gain on repurchase made. Delays due to force majeure conditions shall however, be considered on satisfactory documentary evidence.	
16.4		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.	
16.5	<b>Loading For Deviations to LD Specified in</b>	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</b>	

	the Tender	HSL Standard Business Terms & Conditions)	
17	<b>Manual and documents</b>	All the required operation & instruction manuals and documents as per the technical specifications shall be shipped along with the equipment / material. In case, supplier unable to send the above manuals or documents along with material / equipment, the same shall be forwarded to HSL on DDP basis at the earliest possible date.	
18	Short dispatches / replacements	<p>The materials are subject to final inspection at HSL site after receipt of same in HSL yard and inspection findings shall be binding on both parties. All shortages / defectives / internal parts damages / wrong supplies shall be replaced immediately through airfreight on receipt of intimation from HSL on <b>DDP, HSL stores</b> basis at free of cost.</p> <p>However, in case any of the materials or replacements to be dispatched by Airfreight directly to Visakhapatnam and wherever, HSL is having import customs duty exemption facility, it should be done <b>on hearing from HSL</b>. All the air consignments shall be booked to Port of discharge as Visakhapatnam under free of cost on DAP, HSL Stores (Door delivery) basis without transshipment by road duly declaring the value of goods (Invoice value). Shipping documents viz., AWB, Invoice, packing list, certificate of origin and insurance certificate shall be forwarded immediately on the date of dispatch of material. However, the customs clearance and documentation charges to seller account.</p> <p>Except the Airfreight consignments discharged directly at Visakhapatnam <b>Airport</b> i.e., wherever HSL having import customs duty exemption facility, all other replacements shall be made at free of cost on DDP, HSL stores basis only.</p> <p>All short supplied parts / replacements shall be guaranteed as per relevant Guarantee clause above.</p>	
19	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.	
20	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 individual items of dispute and the venue of Arbitration shall 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.</p>	
21	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.	
22	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	
23	Force Majeure	Unforeseeable causes beyond the control and without any fault or negligence of either party which effect delay or failure to fulfil 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., 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	
24	Offer validity	Price quoted shall be valid for <b>90</b> days from the date of opening of tender- part I (techno-commercial bid) and same shall be extended further for a certain period (if required) to enable finalize the matter. Please confirm.	
25	<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 commercial terms which have not been quantified by Bidders in monetary terms.	
26	<b>Price format</b>	Bidders are requested to indicate the unit rates, Class Inspection charges (indicating all applicable taxes), Onboard spares, B & D spares (if any) etc., as per Technical specification, Freight charges, insurance charges from supplier's warehouse to HSL warehouse, Duties / Taxes and or any other Statutory levies payable etc., in the Price Bid.  The prices quoted in the Price Bid shall be considered as final. Any components which are not quoted will be loaded as per HSL standard terms. Please note that price shall be quoted in figures as well as words.  In the absence of specific indication of any charges, it will be presumed that the same is included in the price quoted by supplier.	
27	<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.	
28	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.	