



HINDUSTAN SHIPYARD LTD.

(A GOVT. OF INDIA UNDERTAKING)

ISO 9001 2008 COMPANY

Tel: +91 9493792218,

Tele fax: +91 891 2577502/2577356

Email: purchase.hsl@gov.in

Web: www.hsl.nic.in, www.eprocurehsl.gov.in,

CIN: U74899AP1952GOI076711

Regd. Office & Address for Correspondence: GANDHIGRAM, VISAKHAPATNAM 530 005, A.P. INDIA

COMMERCIAL QUESTIONNAIRE FOR INDIGINOUS BIDDERS

To be answered by Indigenous suppliers and shall be furnished invariably to HSL along with Techno-commercial Bid

Subject / Material _____

Tender Ref. No. _____

- 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 FOR HSL stores door delivery basis.
- 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. 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 above points shall be entertained. Hence 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 & TERMS OF DELIVERY	<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: 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 5% (five percent) towards freight irrespective of the dispatching station and 0.25% 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>	
1.2	Delivery	Material shall be dispatched through experienced, regular, reputed and registered / licensed Transport agency only.	
2	FIRM PRICE	Please confirm your price quoted shall be firm and fixed till complete execution of order.	
3	PART ORDER	Please confirm acceptance for placement of part order by H.S.L	
4.1	TERMS OF PAYMENT	<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).</p> <p>OR 100% Payment will be arranged against Pro-forma Invoice and the cheque details will be intimated prior to dispatch / delivery of</p>	

		materials. However cheque will be issued only on receipt of the materials and issue of GRN.	
4.2	Loading For Variation in Payment Terms	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)	
5	PACKING	Please confirm that the materials shall be securely packed to withstand any sort of hazards in transit.	
6	MATERIALS 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 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>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 HSL door delivery 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 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.</p>	
7	PERFORMANCE BANK GUARANTEE	Please confirm submission of Bank Guarantee (as per prescribed format placed in HSL web site) on Rs 100/- stamp paper issued by any Nationalised Bank In India, for 10% of order value (inclusive of taxes and duties) within 10 days from the date of receipt of order. Please confirm your acceptance specifically.	
8	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	
9	TAXES & DUTIES	<p>Please state clearly in this commercial part of Offer , the rates of taxes and duties applicable. 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>As per the Govt. Of Andhra Pradesh Notification No.37 dated 30 Jan 16, with reference to deduction of TDS on APVAT, every purchaser shall deduct 50% of the applicable VAT under AP VAT Act 2005 and HSL is covered vide serial no.7(c) of the afore said notification.</p> <p>In view of the above, HSL would deduct 50% of the applicable APVAT at the time of processing of the bills as Tax Deducted at Source (TDS) and a TDS certificate for the equivalent amount would be issued by HSL for record and subsequent verification by the tax authorities.</p> <p>iv) Indicate the percentage of Excise Duty applicable _____ % within the offered contractual delivery Period. (NOTE: ED shall be regulated for payment as per Clauses under 26 of HSL Standard Business Terms & Conditions)</p> <p>In consonance with the Govt. Of India notification 44/2015 dated 24 Nov 2015, Raw materials and Parts for use in the manufacture of goods under the headings “8901 to 8906 of Excise Tariff, warships, and other vessels” are exempted from payment of Excise duty. Hence, Excise Duty Exemption Certificate (EDEC) would be provided for manufacturers as obtained from the Central Excise Authorities. Request for the same is to be received at HSL within 15 days of placement of Purchase Order.</p> <p>(Note: HSL will not provide a duty exemption certificate except the aforesaid, towards ship building. Hence, all the applicable duties and taxes on material shall be indicated clearly)</p>	
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. NOTE: In case the offered delivery is not possible to our scheduled requirement, your offer will not be considered for further processing</p>	<p>____ Days from the date of Purchase Order</p>
11	DELAYED DELIVERIES:	<p>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> <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 5% of contract price of equipment or 5% undelivered portion in respect of bulk materials, during which the delivery of the equipment, may be in arrears.</p>	

		<p>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</p> <p>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</p> <p>Delays due to force majeure conditions shall however be considered on satisfactory documentary evidence.</p>	
11.1		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.	
11.2	Loading For Deviations to LD Specified in the Tender	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)	
11.3	Risk Purchase	If supplier fails to supply the material within the stipulated delivery date, HSL reserves the right to procure the same or equivalent material from alternative sources without any notice to the supplier at the supplier's risk, responsibility and cost. Any extra cost incurred in the procurement of the materials from alternative sources will be recovered from the Bank Guarantee and if the value of the materials under risk purchase exceeds the amount of Bank Guarantee, the same may be recovered if necessary by due legal process.	
11.4	Cancellation of Order	Where so stipulated in the order, the Supplier shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser. HSL reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of manufacture is not to the satisfaction of HSL and failure on the part of the Supplier to comply with the delivery schedule is inevitable. In such an event the Supplier shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Supplier at their cost.	
12.1	Service Engineer charges (if required)	Vendor shall provide lump sum charges (including TDS, Income tax, service tax / all applicable taxes, to & 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.	
		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.	
12.2		<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 & fro travel cost and accommodation. Travel time shall not be considered as a man day and cannot be paid.</p>	
12.3		Payment towards 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.	
13	SHORT DESPATCHES	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 / transit damages / wrong supplies noticed during inspection at HSL site / installation of equipment onboard the Vessel, such shortages shall be replaced immediately on receipt of intimation from HSL at free of cost on HSL door delivery basis. All short supplied parts / replacements shall be guaranteed as per relevant Guarantee clause above.	
14	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 pay to us on demand the balance amount not so recovered.	
15	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 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.	
16	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.	
17	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, Government 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 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.	
18	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.	
19	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.	
20	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.	
21	Price format	Bidders are requested to indicate the unit rates, Class Inspection charges (including taxes), etc., as per Technical Specification, Freight charges, Insurance charges, 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. Service engineer charges and training charges (if any) shall be quoted inclusive of all applicable taxes viz., Income tax, Service Tax, TDS etc., In the absence of specific indication of any charges, 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.	
	Agents/ Agency commission	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 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.	
22	HSL Standard Business Terms & Conditions	In all other cases of doubt HSL Standard Business Terms & Conditions will be applicable.	
23	Right of Purchaser	HSL reserves right to accept or reject any offer in case of any deviation to the above terms without assigning any reason there for.	