



निविदा पृच्छताछ  
TENDER ENQUIRY

[सीमित निविदा]  
[LIMITED TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड

(भारत सरकार का उपक्रम)

MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Limited)

(A Govt. of India Undertaking)

CIN: U35100MH1934GOI002079

Dockyard Road, Mumbai 400 010

Website- [www.mazdock.com](http://www.mazdock.com)

Certified - ISO 9001: 2008 for Shipbuilding Division

निविदा सं./Tender No	1300001163	विभाग/Department	EY COMMERCIAL
क्रय अधिकारी/Purchase Exec.	M A PATIL	क्रय अधिकारी/Purchase Exec.	M A PATIL
सेवा में /To		दूरभाष सं./Telephone No	23763581
		फैक्स सं./Fax No	23741386
		ई-मेल/E-Mail	mpatil@mazdock.com
		निविदा सं./Tender No	1300001163
		निविदा तिथि/ Tender Date	12.05.2017
		निविदा बंद की तिथि/Tender Closing Date	17.05.2017
		निविदा बंद होने का समय/Tender Closing Time	15:00:00
दूरभाष सं./Telephone		आरएफक्यू सं./RFQ No	2050001278
फैक्स सं./Fax			
ई-मेल/E-Mail			

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		17.05.2017,15:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		17.07.2017
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		0.00 %आदेश मूल्य का/PO value

( आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।

Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive's Name, Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence )

प्रिय महोदय/महोदया / Dear Sir/Madam,  
विषय /SUB:- PROCUREMENT OF FITTING FOR BREATHING AIR (MU32-F) FOR SM2 OF P-75  
माझगांव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।  
Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00010	सामग्री सं./ Material Number :- 350000000000031710 Fitting for breathing air, RN / NNO / C सामग्री वर्णन/Material Description : Fitting for breathing air, RN / NNO / COPIC : 44AL300C0544	16 Number	24.05.2017

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

माझगांव डॉक शिपबिल्डर्स लिमिटेड के लिए /For Mazagon Dock Shipbuilders Ltd

**PART – A**  
**EMERGENCY TENDER (FAST TRACK PROCUREMENT)**  
**(LIMITED TENDER ENQUIRY FORM)**

**Mazagon Dock Shipbuilders Limited** Invites **Limited** Bidders, shortlisted by MDL for Submission of Competitive And Reasonable Bids in Single Bid System through E-mail / ~~Fax~~ for the Supplies & terms as detailed below;

Offer to be submitted through e-mail on following e-mail id:

- a. [mpatil@mazdock.com](mailto:mpatil@mazdock.com)
- b. [pmkharche@mazdock.com](mailto:pmkharche@mazdock.com)

**1. Description of Work / Supplies / Services:**

PROCUREMENT OF 'FITTINGS FOR BREATHING AIR (MU32-f)' as per specific make, model as given below:

Procurement of Fittings for Breathing Air (MU32-f) for SM2 of P-75 (Item description, technical specification, quantity, delivery schedule, important notes to the bidders, QA requirements & General clause for the supply as per Purchase order specification (POS) ref no SCI-209897, Rev-G with annexures). Bidder shall confirm that the scope of supply is fully understood by them and quoted as per the POS.

List of all applicable documents is indicated at Annex-4 of POS SCI-209897, Rev-G

Sr. No	Description & Specification of Item	Unit	Quantity Required	Yard No.
00010	Material Number: 350000000000031710 Fitting for breathing air, RN / NNO / COPIC : 44AL300C0544	NOS	16.000	11876

**Documentation:** Certificate of Conformity will be part of documentation and to be submitted along with the items.

~~**Note:** If any model is obsolete, then bidder to recommend and quote alternate equivalent / upgraded Model of the same Make. MDL reserves right to either accept or reject the alternate equivalent / upgraded model based on suitability to meet the requirement.~~

**2. Validity Period:**

Bids / Offers shall have the validity period of 60 Days from the tender closing date. A bid valid for a shorter period will be rejected at the discretion of MDL.

**3. Submission of offer in Single Bid System:**

Offer must be submitted in Single bid system and including following documents:

- i) PRICES (Rate Sheet) for items quoted strictly in the prescribed format provided at **Enclosure-01**, duly Stamped & Signed.
- ii) Bidder's Statement on their Company Letterhead indicating Tender No, Tender Date, confirming compliance and acceptance on the Scope of Supplies and other Terms and Conditions as included in this tender enquiry, duly signed, stamped and dated by bidder's authorized person(s).
- iii) Acceptance on clauses of Tender Enquiry Form, STACS and GT&C 'Accepted OR Not Accepted OR Deviation' as applicable for each of the clauses at tender (**Enclosure 03, 04 & 05** respectively).
- iv) Manufacturer's Product Catalogues/Data sheets of the offered material and / or Technical Specifications.

- v) Deviation certificate as per **Enclosure-06**.
- vi) Bank details for payment by NEFT in the format provided at **Enclosure-09**. Foreign bidders will provide their Bank details separately.
- vii) Bidder to submit List of Documents and Certificates those will be provided along with item(s) as per **Enclosure-10**.
- viii) Bidder to submit format of End User Certificate at **Enclosure-11**, in case required by the bidder.
- ix) Conformity matrix as per **Enclosure-14** completely filled, signed & stamped.
- x) Bidder to submit/ specify whether calibration certificate and shelf life is applicable OR not applicable for each of the item quoted by him. Accordingly specify in **Enclosure-10 & 12**

THE CURRENCIES INDICATED IN THE TENDER CURRENCY SETTINGS ARE NOT EXHAUSTIVE. BIDDERS CAN QUOTE IN OTHER CURRENCY ALSO.

**4. Bid rejection criteria:**

- a. Following Bids shall be Categorically Rejected:
  - i) Bids received after tender closing date and time.
- b. Following bid criteria shall also render the bids Liabe for Rejection:
  - i) Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
  - ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC.
  - iii) Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.
  - iv) Unreasonably longer delivery period quoted by the firm.
  - v) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
  - vi) Prices quoted with any mismatch in the quoted rates (words & figures).

**c. Consideration of Indian Agents-**

Bidders shall also ensure that either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself bids, but not both bid simultaneously for the same product/item in the same tender. If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.

**5. Delivery Period / Work Completion Schedule:**

Indicative Time Schedule for arrival of ordered materials in MDL, Mumbai for boat-2 is as below:

Boat Nomenclature	MDL Yard Ref No.	Indian Supplier: Desired time for Arrival of materials in MDL, Mumbai Foreign Supplier: Date on <del>BOL</del> / Airway bill will be considered for desired delivery date
Boat No. 2	11876	7 days from the date of Purchase Order

INCOTERM for Delivery for foreign bidders: CIP- Mumbai Airport basis.

**Note:** Delivery date to be considered for the purpose of LD (if any) will be the date of delivery of items to MDL or date on Air way bill. You are requested to confirm the delivery schedule in the offer. In case the proposed delivery schedule is unable to achieve, you shall submit minimum delivery lead time from date of placement of order.

**6. Pricing:**

Bidder shall quote firm & fix prices for the delivery. Any variation of prices in form of price variation formula or clause linking with any metal index will not be accepted in % of basic price in technical bid and in price bid.

- a. **For Indian Bidders:** Bidder shall quote the prices of all items listed in the price sheet format of the tender enquiry for delivery of the items in MDL store.
- b. **For Foreign Bidders:** Bidder shall quote firm & fixed prices for the delivery on CIP– Mumbai Airport basis. ~~Bidder shall also quote price on FOB / FCA port of dispatch basis for information only.~~

Prices on the basis of FOB factory or ex-works are not acceptable. The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Needless this is to state that the delivery terms by way of high sea sales / sale in transit are not acceptable. Freight & Insurance up to port of destination (Mumbai Airport) shall be arranged by the Supplier/Contractor.

**Note:** Price variation clause is not applicable.

**7. Terms of Payment:** - (No advance in any manner will be paid by MDL to the supplier).

Our payment terms shall be as under:

- a. **For Indian Bidders:** Full payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through NEFT/RTGS between 25-30 days after receipt of following documents and acceptance of materials by MDL QA-EY and SOT (MB)
- i. Set of Original+2 copies of signed Invoice showing item-wise description & prices as per order.
  - ii. Delivery challan duly acknowledged by MDL stores.
  - iii. Set of Original+2 copies of Certificate of Conformity as per MDL format at **Enclosure-8**.
  - iv. Set of Original+2 copies of Warranty Certificate as per **Enclosure-7**.

- b. **For Foreign Bidders:** Full Payment for the value of supplies, as reduced by any deductibles and/or the amount leviable towards liquidated damages if any, will be made through bank transfer (T/T) within 25 to 30 days after the receipt of following documents and acceptance of materials by MDL QA-EY and SOT (MB)

- i. Set of Original+2 copies of signed Invoice showing item-wise description & prices as per order.
- ii. Set of Original+2 copies of signed packing list showing item-wise description, qty, Net Weight & Gross Weight etc.
- iii. Set of Original+2 copies of certificate of country of origin issued by Chamber of Commerce.
- iv. Set of Original+2 copies of Clean on board Airway bill made in the name of MDL's Bank (State Bank of India) and marked as freight paid.
- v. Set of Original+2 copies of Certificate of Conformity as per **Enclosure- 8** and other standard manufacturer test certificate, if any.
- vi. Set of Original+2 copies of Warranty Certificate as per **Enclosure- 7**.
- vii. Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding to MDL.
- viii. Copy of Insurance Policy Document

All the shipping documents should clearly indicate the Purchaser's Order number, Import License Number, IEC code 0388070412, Airway Bill Number, Insurance Policy number /Insurance Document reference no. and the All the technical documents should at least indicate Purchaser's Order number in addition to other details for co-relation as relevant to each supply and Import under non negative list of Import Export Policy AM 2015-2020.

**8.** Bidder shall abide by all Standard Terms and Conditions (STACS), TEF and GT&C Acceptance formats as per Enclosures 3, 4 & 5 contained therein should be properly filled, signed by the bidder along with techno-commercial bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per details mention on MDL website.

Bidder(s) to also note that deviations taken by them if any, but not appearing or listed in the Deviation sheet (**Enclosure- 6**) format WILL NOT BE CONSIDERED LATER BY MDL.

**9. Taxes& Duties:**

- a. **For Indian Bidders:** You are required to quote the amounts of taxes and duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads indicated above. Wherever exemption certificates are issued, no liability for payment of taxes and duties arises and hence taxes and duties shall not be reimbursed/ allowed.

Supplier will not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

In absence of any such stipulation in the bid, it will be considered that the prices quoted by the bidder are inclusive of Taxes & Duties and no separate liability for payment of Taxes & Duties will devolve upon MDL. Duties will not be reimbursed wherever exemption certificates are issued by MDL.

### Exemption certificate

Depending up on the MDL agreement/contract with the customer, the following certificates will be given upon specific request & submission of relevant details by the bidder at least 2 to 3 days in advance:

Excise Exemption Certificate	Issue of 'C' form w. r. t. Sales Tax
Octroi Exemption Certificate	

- b. **For Foreign Bidders:** Prices quoted by **foreign bidders** shall be inclusive of all taxes and levies which are payable in their country or country of origin but excluding only those taxes which are payable in India.

### 10. Loading Criteria and Ranking of Bids:

**Items are inseparable** & L1 bidder will be decided item wise after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of tender terms such as Delivery, Payment terms etc shall be loaded on the bidder(s) quoted prices during price evaluation by MDL. An illustration of the loading criteria and Ranking of Bids that will be adopted is at **Enclosure- 2**. Among the equal bids, bidders with ISO 9000 series accreditation will receive priority over non-ISO bidders.

### 11. Modifications to the Bids:

Bidders desirous of submitting modified bids prior to the closing date & time may do so strictly before the tender closing date and time online.

### 12. Public Grievance Cell:

A Public Grievance Cell headed by Shri. S. D. Kajwe, General Manager (F-P&S) has been set up in the Company. Members of public having complaints or grievances are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office on 3rd floor, west Block, MAZAGON DOCK SHIPBUILDERS LTD, Dock Yard Road, Mumbai 400010,INDIA or send their complaints / grievances to him in writing for redressal. His Telephone No. is 022 23782338, 2376 2106.

### 13. Liquidated Damages:

- a. Time is an essence of the contract. Therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Purchaser beyond the agreed schedule, the Vendor / Contractor shall pay liquidated damages, a sum representing 1 % (One per cent) per Week, subject to maximum of 5% of the undelivered portion. If the supply is delayed, the supplier shall deliver the immediate required material proposed by MDL by fastest mode of transport including air at suppliers cost.
- b. Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of the Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be same as that stated in Para (a) above. The risk and ownership shall be transferred on CIP basis.
- c. **For Foreign Bidder:** ~~Acceptance by Third Party inspection agency together with sea worthy packing (as applicable) and date of Bill of Lading /Air way Bill (marked as Freight paid) shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIP Mumbai Air Port basis.~~

### 14. Consignee:

**For Indian Bidder:** The Supplier/Vendor shall arrange dispatch of goods by appropriate transport mode as per the order and consign the same to: **Officer In-Charge, East Yard- Stores, Mazagon Dock Shipbuilders Ltd., Dock Yard Road, Mumbai – 400 010, INDIA**. The supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

**For Foreign Bidder:** The Supplier shall arrange dispatch of goods by appropriate Air transport mode as per the order and consign the same to; **Officer In Charge, East Yard – Stores, Mazagon Dock Shipbuilders Ltd, Mumbai-10,India**. An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to enable clearance of cargo to avoid demurrage.

**15. Inspection:**

Bidder to submit the Certificate of Conformity as per MDL format at **Enclosure-8** conforming that the items supplied are as per the specification and description mentioned in the order. Receipt Inspection will be carried out by MDL QA-EY and SOT (MB).

**16. Guarantee / Warranty:**

The items/materials shall be guaranteed for a period of 12 months from the date of delivery to MDL in case of Indian vendor and/or items/materials shall have warranty for a period of 12 months from the date of AWB in case of foreign vendor. The bidder shall warrant that the items supplied under the order, shall be free from all defects related to design, manufacturing or performance deficiencies and is consistent with established and generally accepted standards for such supplies, in full conformity with the specifications / drawings.

If within the above mentioned period, the items supplied in the opinion of MDL is found to be defective in workmanship and/or due to faulty materials, MDL shall have the right to advise you to rectify / replace in whole or in part, such defective portion at your expenses and to the entire satisfaction of MDL.

**17.** MDL reserves the right to reject or accept any or all bids, or to withdraw tender, and or award contract in full / part without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder(s).

**18.** Unless specified otherwise by the Purchaser, Communication & Language for Documentation will be in English at the last known address mentioned in the offer/order.

**19.** In case of supply of duplicate/spurious/substandard items by the firm, MDL will resort to prosecution of the firm by taking legal action with all the stringent measures against the firm for supplying such items which has lead to delay of the project of national importance and has endangered the national security. The firm will also be blacklisted in MDL & will be debarred from quoting in future MDL tenders and the same will be intimated to all other public sector undertakings and other Government organisations. This is in addition to other provisions/remedies and terms & conditions of the tender enquiry.

**20. Order Acceptance:**

Successful bidder shall acknowledge the receipt and communicate in writing their unconditional acceptance of order within next working day from the date of placement of the order. If nothing to the contrary is received within next working day from the date of placement of order, it shall be understood that the order has been accepted.

**21. Cancellation of Order:**

In case of breach / non-compliance of any of the agreed terms & conditions of order / contract, MDL reserves the right to recover consequential damages from the Supplier / contractor on account of such premature termination of contract.

In case of delay beyond agreed period for liquidated damages or 05 weeks from contractual delivery period whichever is earlier, MDL reserves the right to cancel the order and procure the order items / services from any available source at MDL's option & discretion and entirely at your risk and cost. Extra expenditure incurred by MDL in doing will be recoverable from Bidder/Supplier/Contractor.

**22. Security Deposit: Not Applicable**

~~If the negotiated delivery period of the items is more than 25 days from the date of Purchase Order and the total order value is more than Rs 10 lakhs (or equivalent foreign currency) then Security Deposit (SD) clause is applicable as follows:~~

~~Bidder shall submit Security Deposit (contract performance BG) for an amount of 5%(Five per cent) of the Contract/Order value (excluding taxes, duties, freight service component ) in the form of DD/ Pay Order / Bank Guarantee in favor of Mazagon Dock Shipbuilders Limited as per MDL standard format from a Nationalized / Scheduled Bank or bank of International repute excluding Co-operative~~

~~banks within 25 days from the date of transmission of order and valid till contractual delivery of all the items. Bank Guarantee should be valid till contractual delivery date plus one month for claim period and one month before expiry, it shall be extendable until delivery of last ordered item. Security Deposit will be returned only after successful execution of the order. Refund of security deposit whenever considered admissible by the Purchaser, shall be without interest only. MDL Standard format for Security Deposit is enclosed at Enclosure-13.~~

~~In case of non-submission or late submission of Security Deposit:~~

~~a) MDL may at their discretion cancel the order and invoke risk purchase clause.~~

~~b) If the MDL does not cancel the order then interest will be recovered on the Security deposit amount for the late submission of Security deposit at the rate of interest i.e. SLR plus 2% in case of Indigenous bidders & LIBOR / EURIBOR plus 2% in case of foreign bidders declared by Indian Nationalized Bank, State Bank of India for that quarter.~~

**23. End User Certificate:**

Bidder should clearly mention in their offer whether End User Certificate is required by them. In case it is required then the bidder should submit the format of End User Certificate along with the offer (**Enclosure-11**).

~~**24. In Service Life/Shelf Life.:** You shall supply the materials from the latest production having maximum shelf life. Minimum 75% shelf life shall be available to MDL at the time of delivery. The In Service Life/Shelf Life of the material shall be stipulated in the offer (Part-I i.e. Technical Bid). In case of shelf life, the period and the relevant storage conditions should be clearly specified. You shall fill the format for shelf Life at **Enclosure-12** and submit the scanned copy in Part-I (Technical Bid).~~

We look forward to receive your most competitive and reasonable offer against this tender. All bidders are requested to forward their bid along with the ENCLOSURES required positively.

Yours faithfully,

For **MAZAGON DOCK SHIPBUILDERS LTD**

MAHESH PATIL  
Manager (Commercial-EY)  
Tel No.: +91-22-23762613

<b>Enclosures:</b>	
Enclosure – 1	Rate sheet format
Enclosure – 2	Ranking of Bids / Loading Criteria
Enclosure - 3	Tender enquiry terms Acceptance Format
Enclosure - 4	STACS Acceptance Format
Enclosure - 5	General Terms & Conditions acceptance format (GT& C)
Enclosure - 6	Deviation Performa
Enclosure – 7	Format of Warranty Certificate
Enclosure – 8	Format of Certificate of Conformity
Enclosure – 9	NEFT/RTGS Format
Enclosure – 10	List of Documents and Certificates that will be provided along with item
Enclosure – 11	End User Certificate Format to be provided by Bidder, if required
Enclosure – 12	Format of Shelf Life Certificate- <b>Not Applicable</b>
Enclosure – 13	Format of Security Deposit- <b>Not Applicable</b>
Enclosure – 14	Conformity matrix
Enclosure – 15	Shipping Instructions

The following **Annexure** to be down-loaded from our website ([www.mazdock.com](http://www.mazdock.com)) under heading 'Tender' and subheading 'EY submarine'.

- i) Statutory requirements, Official Secret Act 1923 & Safety clause.
- ii) General Terms & Conditions (GT&C) for supply of items.
- iii) Standard Terms & Conditions (STACS) for Supply of items.



**RATE SHEET PRESCRIBED FORMAT**

PART-II PRICE BID PRESCRIBED FORMAT-RATE SHEET							
Sr No (1)	Description of Item & Specification (2)	Unit (3)	Qty (4)	Indian Bidder Currency: INR		Foreign Bidder Currency:	
				Unit Rate Delivery up to MDL Store (5)	Total Value Delivery up to MDL Store (6)	CIP – Mumbai Airport Unit Rate (7)	CIP – Mumbai Airport Total Value (8)
00010	Material Number: 350000000000031710 Fitting for breathing air, RN / NNO / COPIC : 44AL300C0544	NOS	16.000				
	<b>Total (Rs.)</b>						
	<b>Total Value in Words:</b>						

**A. For Indian Bidders:** The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format only for delivery in MDL Mumbai, East Yard Stores, excluding taxes and duties which shall be as listed below.

**B. For Foreign Bidders:** Duties & taxes as applicable in India for Import of the material shall be borne by MDL. However taxes & duties prevailing in the country of foreign Manufacturer / Supplier are to be borne by the foreign bidder. The bidder hereby confirms to have quoted the unit rates and total item wise values in the columns of above format for ~~FOB / FCA Port of dispatch basis (for information only)~~ and values on CIP- Mumbai Airport basis inclusive of all freight, insurance, custom & port clearance / handling and any other such charges in supplier's country but only excluding custom duty.

Taxes & Duties			
	Tax head	Rate applicable	Bidder to retain appropriate option & strike out not applicable option
1	Excise Duty		Included in price / Extra
2	Service tax		<del>Included in price / Extra</del>
3	Sales tax		Included in price / Extra
4	VAT		Included in price / Extra
5	Others like Octroi etc (Bidder to Specify)		Included in price / Extra

**Note:**

- a) **The Prices indicated in the Price Bid shall be exclusive of Taxes and Duties. Rate of all the taxes & duties applicable are separately indicated against each head as above.**
- b) **Exemption Certificate will be provided by MDL on request of supplier for Excise Duty and Octroi Duty.**

Name: .....

Designation: .....

Date: .....

Bidders Company Seal

**RANKING OF BIDS / LOADING CRITERIA**

**Items are inseparable** & L1 bidder will be considered item wise after loading for deviations mentioned as per format of loading criteria where ever applicable.

Deviations sought by the bidder in respect of delivery, Freight, Insurance, Payment terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. An illustration of the loading criteria that will be adopted is mentioned at the Standard ANNEX to EY-Tenders in MDL website. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference.

**Loading criteria that will be adopted are detailed below:**

- i) It is desirable that the bidder accepts the payment terms indicated by the company in the Tender document. Varied payment terms quoted by Indian bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Prime Lending Rate of SBI plus 2% in case of Indian bidders & LIBOR / EURIBOR rates plus 2% or 6% whichever is higher in case of foreign bidders thereon on the amount (s) at variation and/or for the period (no. of days) at variation.
- ii) If the requirement of advance payment is absolutely unavoidable for bidders, then it will be allowed against a bank guarantee of 110% of advance amount with sufficient validity period. The quantum of advance will not be more than 15% of order value. Interest will be applicable at the PLR plus 2% in case of Indian bidders and LIBOR/EURIBOR rate plus 2% or 6% whichever is higher in case of foreign bidders. Applicable PLR/LIBOR/EURIBOR rates will be indicated separately at that time. The offer of bidder will be loaded at this rate for the period of recovery, which will be decided after bid opening. If the bidder seeks advance payment at the lower rate than the rate specified above then only differential amount of interest shall be loaded on the quoted price.
- iii) Variation regarding the quantum of Security Deposit shall be normalized by loading the quoted price with the quantum of variation.
- iv) In respect of the requirement for furnishing Warranty Bank Guarantee, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
- v) For additional delivery period sought by bidder over the stipulated date of delivery/completion of tender, 1% per completed week may be loaded to the quoted price.
- vi) Deviation sought in respect of rate per week and/or maximum ceiling in respect of Liquidated Damages shall be loaded on the quoted price. For e.g., the maximum ceiling towards L.D. stipulated in tender is 5% and bidder seeks to limit it to say 3.5%, then price quoted will be loaded by 1.5%. If rate of L.D. per week in tender is 1 % per week or part thereof and bidder seeks it as, say, 0.80% per week or part thereof, the maximum ceiling on L.D. as per tender will be equated to weeks (5 weeks in this case) and rate proposed by bidder, i.e. 0.8 % will be multiplied by the so equated maximum period (which works to 4%) and the quoted price will be loaded accordingly by 1%. Delivery, being the essence of the contract, it is desirable for the bidders to adhere to the stipulated clause.
- vii) Deviation in respect of the period of Warranty/Guarantee shall be loaded to the quoted price at the rate 0.25% per month or part thereof. This does not arise if the bidder quoted additional price for the differential period.
- viii) Prices quoted by foreign bidders will be loaded by 1% on CIF prices for inland transportation & port handling charges.

**Criteria for Normalizing the Price Bid for Ranking:**

**For Procurement for Defense Projects:** In pursuance of MOD ID No. 3(1)/2002/D(SII) dated 4.10.2006 the evaluation of Bids to determine L-1 Supplier shall be done as under:

- i. In case of Foreign Supplier, the total of basic cost (CIP/CIF) and customs clearance/ port handling / transportation charges to the yard will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies in India will be excluded for ranking

- the tenders.
- ii. In case of Indian suppliers, the total of basic cost and transportation charges to yard, if any, will be the basis for the purpose of comparison of various tenders. Taxes, duties and levies may be excluded for ranking the tenders.
  - iii. Currency conversion factors as applicable on the day of opening price bid will be taken to bring the bidders on equitable basis. For this purpose, bill selling rate of exchange will be considered.
  - iv. The method of excluding the taxes, duties and levies payable as at (ii) above is for the purpose of ranking of price bids. As taxes, duties and levies are excluded for the purpose of ranking of bids to determine L-1 bidder, in accordance with guidelines issued by MOD, there may arise a situation where overall cost (inclusive of taxes, duties & levies) of supply by the adjudged L-1 bidder may be higher compared with any other bid(s) depending on the tax structure. Therefore, it would be required that the adjudged L1 bidder has to reduce the price to make it competitive both before including taxes, duties & levies and after including taxes, duties & levies. If the adjudged L1 bidder does not agree to reduce the price to make it competitive after including the taxes, duties & levies, then the next ranked bidder(s) will be afforded the opportunity so that the procurement is competitive.

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**TEF ACCEPTANCE FORMAT**

To,  
**General Manager (C-EY)**  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**COMMERCIAL DEPARTMENT-EAST YARD.**

TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK	TEF CLAUSE No.	BIDDER'S REMARK
1.		2.		3.	
4.		5.		6.	
7.		8.		9.	
10.		11.		12.	
13.		14.		15.	
16.		17.		18.	
19.		20.		21.	
22.	NA	23		24.	NA

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE:  
 DATE:  
 NAME:  
 DESIGNATION:  
 BIDDER'S COMPANY SEAL:

**Note:**

**NA – Not Applicable**

- Bidder confirms to have carefully read the Terms & Conditions enclosed only with this Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- Bidder confirms that this format has been **properly filled, signed and returned** along with our technical offer (Part-I) for considering the Bid.
- Bidder confirms to have indicated **“ACC” for Accepted, “DEV” for Deviation** taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & Title / brief description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 8 means – Clause nos. 4(AA) - i), to viii), & BB), CC).

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**ACCEPTANCE FORM FOR STANDARD TERMS AND CONDITIONS (STACS)**

**To,**  
**General Manager (C-EY)**  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**COMMERCIAL DEPARTMENT-EAST YARD.**

STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	STACS CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
101		102		103	
120		200		210	
220		230		240	NA
250		260		270	
280		290		300	
310		320		330	
340		350		360	

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:  
 DATE:  
 NAME:  
 DESIGNATION:  
 BIDDER'S COMPANY SEAL:

**Note:**

**NA – Not Applicable**

- Bidder(s) confirms to have carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
- Bidder(s) confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- In case of any deviations taken the bidder confirms to have attached **Separate Sheet** indicating all relevant details such as Number & description of the Clause, **Reasons for Deviation and suggested alternative(s)**.
- STACS clause numbers shown in the above format also includes the sub-clauses under these clauses. For example 220 means – clause nos. 220, 221, 222.

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**ACCEPTANCE FORM FOR GENERAL TERMS AND CONDITIONS (GT&Cs)**

To,  
**General Manager (C-EY)**  
**MAZAGON DOCK SHIPBUILDERS LIMITED**  
**COMMERCIAL DEPARTMENT-EAST YARD.**

GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)	GT&C CLAUSE No.	BIDDER'S REMARK (Acc/Dev)
A10	Blank	A20	NA	A30	NA
A40	NA	A50	NA	A60	
A70		A80		A90	
A100		A110		A120	
A130		A140		A150	
A160		A170		A180	
A190		A200	NA	A210	NA
A220	NA	A230			

COMPANY'S NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE:  
 DATE:  
 NAME:  
 DESIGNATION:  
 BIDDER'S COMPANY SEAL:

**Note:**

**NA – Not Applicable**

1. Clause Bidder confirms to have carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format..
2. Bidder confirms to have indicated "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
3. In case of any deviations taken, **Bidder confirms to have attached Separate Sheet** indicating all relevant details such as Number & description of the Clause, Reasons for the Deviation and suggested Alternative(s).
4. Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example no. A10 means – Clause nos. A11, A12, A13.

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**DEVIATION FORMAT**

**To,  
General Manager (C-EY)  
MAZAGON DOCK SHIPBUILDERS LIMITED  
COMMERCIAL DEPARTMENT-EAST YARD.**

<b>Deviation Sr. No.</b>	<b>Page Sr. No. or Enclosure Reference of the Tender Enquiry</b>	<b>Clause Number for Which the Deviation is Sought</b>	<b>Brief Text Description of the Clause</b>	<b>Reasons for Deviation</b>	<b>Suggested Alternative</b>
<b>1.</b>					
<b>2.</b>					
<b>&amp; so on...</b>					

COMPANY'S NAME & ADDRESS:

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SIGNATURE:  
DATE:  
NAME:  
DESIGNATION:  
BIDDER'S COMPANY SEAL:

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**FORM OF WARRANTY CERTIFICATE**

In accordance with the Order N°..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on \_\_\_\_\_ (Name of firm)

\_\_\_\_\_ (Name of firm) certify that the following Items identified by the following references related to Submarine No/Boat No.:

Description of Item(s).....

Manufacturer's Serial Number (OR any other such ID No) of the Equipment / Item.....

Delivery Challan No. / Bill of Lading no / Airway Bill & Date.....

Covered by \_\_\_\_\_ (Name of firm) Invoice No & Date..... are warranted according to the terms and conditions as specified in the order.

**The Date of issue of the certificate: DD/MM/YYYY**

**The Date of the end of validity of the guarantee: DD/MM/YYYY**

For and on behalf of

<b>Order reference Number</b>	
<b>Description of Material</b>	
<b>Corresponding to Invoice No &amp; Date</b>	

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**FORMAT OF CERTIFICATE OF CONFORMITY**

(This format may be modified by DGA)

In accordance with the Order N° ..... Dated ..... placed by MAZAGON DOCK SHIPBUILDERS LIMITED on (Bidder's Name) and corresponding to (Bidder's Name) invoice no ..... dated.

1. We herewith certify that corresponding to the Item description..... related to Submarine No..... are in conformity with the requirements of above mentioned PO No.....Dtd.....

Item no as per PO	Item Description as per PO	Measurement Unit	Quantity as per PO	Quantity accepted

2. We further certify that:-

- a. Each of the item supplied has been identified by permanent marks (such as COPIC/RN/NNO) with appropriate method such as engraving / non erasable ink/punching where permissible.
- b. Each of the items supplied are manufactured from exactly same material as specified in chapter 3 of the POS SCI-209897 Rev 'G' together with applicable & other associated specification documents listed in Annex 4 of POS.

List of waivers accepted by the Buyer	List of waivers not accepted by the Buyer
Bidders to specify:-	NIL

**For and on behalf of**

**Supplier's / Manufacturer's Name**  
**In charge of QUALITY**  
 Seal signature & date

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**RTGS/NEFT- MANDATE AUTHORIZATION FORM**  
**(For Indian Bidders only**  
**Foreign Bidders to submit their Bank Details separately)**

1. BIDDER'S NAME:
2. PAN NO:
3. VENDOR ADDRESS:
4. VENDORS TELEPHONE:
5. EMAIL ADDRESS:
6. BANK NAME:
7. BANK ADDRESS:
8. ACCOUNT NO:
9. ACCOUNT TYPE:
10. NEFT CODE:
11. RTGS CODE:
12. MICR CODE (Copy of cancelled cheque required) :

We hereby declared that the particulars given above are correct and complete. If the transaction is delayed for reason of incomplete or incorrect information, we would not hold MDL responsible.

Date

Supplier Seal

AUTHORISED SIGNATORY OF THE BIDDER

Certified that particulars as per serial no. 1 & 6 to 11 are correct as per our records

BANK'S STAMP

Date

SIGNATURE OF THE AUTHORISED OFFICIAL OF THE BANK

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Enclosure-10

**LIST OF DOCUMENTS AND CERTIFICATES THOSE WILL BE PROVIDED ALONG WITH ITEM(s):**

Sr. No.	

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Enclosure-11

**FORMATE OF END USER CERTIFICATE TO BE PROVIDED BY BIDDER**

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**Tender No 1300001154**

**FORMAT FOR SHELF LIFE OF ITEM**

<b>Sr.no</b>	<b>Item Description</b>	<b>Item code</b>	<b>Shelf life</b>	<b>Remarks with respect to relevant storage conditions</b>
<b>00010</b>				
<b>00020</b>				
<b>00060</b>				

**PROFORMA BANK GUARANTEE FOR SECURITY DEPOSIT**

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 100/- . However, the value of stamp paper to be confirmed from Legal Department, MDL.)

~~IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at .....(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Security Deposit payable under the said order for the fulfilment and performance of the said order, We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non performance and non fulfilment or for any breach on the part of the Contractor/ Supplier of any of the terms and conditions of the said order.~~

~~2. We, ..... Bank further agree that the Purchaser shall be sole judge whether the said Contractor/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.~~

~~3. We, ..... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.~~

~~4. We, ..... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of a such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.~~

~~5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.~~

~~6. We, ..... Bank also agree that the Bank's liability under this guarantee~~

~~shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.~~

~~7. Notwithstanding anything contained herein above:~~

- ~~i) Our liability under this guarantee shall not exceed Rs.....~~
- ~~ii) This Bank Guarantee shall be valid upto and including .....; and~~
- ~~iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before .....(validity + weeks from the date of expiry of this guarantee).~~

~~8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.~~

~~IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....~~

~~For ..... Bank  
(by its constituted attorney)~~

~~(Signature of a person authorised to sign  
on behalf of "the Bank")~~

**NOTE** :-

- ~~1. Indigenou s supplier or Foreign Supplier through Indian Bank to submit BG.~~
- ~~2. If foreign supplier submits BG through Foreign Bank the same should be submitted by SWIFT. MDL Bank SWIFT A/c. No. is SBININBB101~~

\_\_\_\_\_



**BIDDERS ARE REQUESTED TO CHECK AND FILL UP THE FOLLOWINGS BEFORE THEY SUBMIT THEIR BIDS**

Check List for Bidders (conformity matrix)				
Sr No	Description	Tender Requirement	Supplier	
			Bidder to specify (scratch out which are not required)	Remarks, If any
1	<b>Enclosure-1, Rate sheet format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
2	<b>Enclosure-3,TEF acceptance format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
3	<b>Enclosure-4, STACs acceptance format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
4	<b>Enclosure-5,GT&amp;Cs acceptance format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
5	<b>Enclosure-6, Deviation format</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
6	<b>Enclosure-9, NEFT / RTGS format (Indian Bidders) OR Bank Details (Foreign Bidders)</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
7	<b>Enclosure-10, List of Documents &amp; Certificates</b>	Filled and submitted by the bidder with the offer	Submitted / Not Submitted	
8a	<b>Enclosure -11, End User Certificate</b>	a. Whether bidder requires End User Certificate (EUC) from MDL	Yes / No	
8b	<b>End User Certificate format</b>	b. If the bidder requires EUC at Sr No '8a' above, whether the format is provided at <b>Encl-11</b>	Yes / No	
9	<b>Shop Establishment Registration Certificate</b>	Whether copy of Shop Establishment Registration Certificate submitted.	Yes / No	
10	<b>Shelf Life details</b>	Bidder to submit as per Enclosure-12 in Part-I technical Bid	Submitted / Not Submitted	
11	<b>Calibration Certificate Required/ Not Required</b>	Bidder to specify in Part-I of Technical Bid	Submitted / Not Submitted	

**Note:** The Enclosures submitted along with the bid, should strictly be Named, Signed & stamped by the bidder.

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**SAMPLE FORMAT OF SHIPPING INSTRUCTIONS**  
(ILLUSTRATIVE FORMAT)

**1. MODE OF DESPATCH**

The goods may be dispatched by sea or if more uneconomical by parcel post.

**SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES**

**2. F.O.B. / F.A.S. CONTRACTS (IMPORTS)**

In case the order is finalized by MDL on F.O.B./ F.A.S basis, the details of freight forwarding agent shall be obtained from the concerned commercial department.

**C.I.F / C.I.P. CONTRACTS (IMPORTS)**

Shipping arrangements has to be made by the Contractor / Suppliers. Date of bill of lading (marked as freight paid) on CIF basis shall be considered for the purpose of levy of liquidated damages. The risk and ownership shall be transferred on CIF basis. Following documents must be arranged by the Contractor / Suppliers while making shipment.

- i) Bill of lading / AWB marked as Freight Paid
- ii) Invoice
- iii) Packing note
- iv) Order copy
- v) Insurance Policy/Document.
- vi) Freight paid certificate.
- vii) Duty exemption certificate, wherever applicable.
- viii) Pre-dispatch inspection report by Inspection Agency as per Purchase order / contract.

**Note:**

- a. The Pre-dispatch inspection shall cover Inspection of packing, signing of challan for correctness of packing, certification for packing having done as per standard norms/international norms shall be mandatory part of scope of work.
- b. All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number marked as Freight Paid, Insurance Policy number /Insurance Document reference no.

**3. From Black Sea Ports of U.S.S.R.to India**

**All contracts whether FOB / FOR / C & F / CIF etc.**

Transportation of equipment and materials under these contracts shall be done by Soviet and Indian Liner Vessels belonging to the Indo-Soviet Shipping Service on a party basis in accordance with the Soviet-Indian Agreement of the 6th April 1956 as amended up to date on the establishment of a regular shipping service between the Ports of the USSR and India.

**4. From Rostock (GDR) to India F.O.B. Contracts**

The seller should arrange shipment of stores by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conferences. If the seller finds that the space on the Conference lines vessels is not available in any specific shipment, he should take up with India-Pakistan-Bangladesh Conferences, Conferity House, East Grinstead, Sussex, U.K. for providing shipping space and also inform the shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi. ( Cable : TRANSCHART, NEW DELHI. Telex : VAHAN ND - 2312,2448 and 3104. )

- i) The bills of lading should be drawn so as to show:-

**SHIPPERS: THE GOVERNMENT OF INDIA**

**CONSIGNEE** : Government Department, Undertaking or Project concerned or Director of Supplies & Disposals / Embarkation Commandant (as specified in the tender)  
(The name and address of the Post consignee and ultimate consignee should be indicated)

ii. The non-negotiable copies of the bills of lading shall indicate the gross freight paid

**5. PARCEL POST METHOD OF DESPATCH TO INDIA**

a. The goods must be packed suitably for postal dispatch to India, and the parcel must be addressed to M/s. Mazagon Dock Shipbuilders Limited., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import License Number, on the Wrapper, below the address.

**6. PACKING & MARKING**

- a. The materials must be adequately packed in all respects for normal transport by Sea/Postal/Air dispatch to India, suitably protected against the effects of a tropical salt-laden, atmosphere, in the event of delay at Indian Port, before clearing.
- b. Each class of material, and particularly electrical equipment should be packed separately and gross weight of individual cases kept under 4480 lbs. where possible. If more than one case is included in shipment, cases should be numbered 01 and up & the corresponding number should be shown on the packing list, listing contents therein. Gross weight must be shown on each package to avoid penalty of Rs. 500/- by the local customs. All materials should be properly protected against ocean shipment particularly the possibility of rusting, corrosion or breakage.
- c. Every case / package must contain a packing note indicating particulars of the contents.
- d. All timber used in the packing of the materials is to be free from bark, insects and fungi.
7. The two ends of all packages should be color splashed with a Blue background and a white diagonal line of 1" width. For identification. All cases are to be marked in letters 3" high wherever possible as under: -

**MAZAGON DOCK SHIPBUILDERS LIMITED, MUMBAI**

Case No. \_\_\_\_\_ Order No. \_\_\_\_\_  
Gross weight in Kgs. \_\_\_\_\_  
Nett weight in Kgs \_\_\_\_\_  
Outside dimensions \_\_\_\_\_  
Made in \_\_\_\_\_

8. Special marking instruction should comply with the Indian Merchandise Marks Act.

- ii. Order packing cases to be clearly marked Made in \_\_\_\_\_ iii.  
Containers in packing boxes to be marked Made in \_\_\_\_\_ iv.  
Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-

- a. Made in \_\_\_\_\_ (Country of Origin)  
b. Name of the manufacturers plus Country of Origin e.g.

**SIR WILLIAM ARROL & CO. LIMITED. ENGLAND.**

9. All spares and accessories shall be separately crated and labeled as "Spare Parts".

10. The following documents are to be airmailed to **MAZAGON DOCK SHIPBUILDERS LIMITED**, Mumbai, immediately they are ready to ensure that they reach us well in time before the arrival of the carrying vessel.

- a. Original and three copies of Clean Bill of Lading / Airway Bill marked as Freight Paid.
- b. Six copies of signed invoice showing item wise, CIF prices along with packing lists. Certificate confirming that three copies of Invoice, Packing List, Non-negotiable copy of Bill of Lading / Airway Bill marked as freight paid, Insurance Policy/Document, freight paid certificate have been airmailed directly to us immediately on shipment.
- c. Certificate of country of origin in triplicate.
- d. Warranty certificate in triplicate.
- e. Six copies of Manufacturer's Works Test Certificate / Shop Test Certificate.
- f. Six copies of Certificate of Inspection and Approval from ABS / LRS / DNV / DOT or any other nominated inspection authority, (whichever is applicable).
- g. Certificate to the effect that copies of Instruction / Operation / Maintenance Manuals have been directly forwarded to the openers by the beneficiary.
- h. Certificate to that effect that six copies of as built drawings along with three reproducible drawings have been directly forwarded to the openers by the beneficiary.
- i. Certificate regarding penalty vis-à-vis delivery schedule.
- j. A performance bank guarantee in the format issued in the order (original + 2 photo copies).

The bank guarantee is to be valid during the tenure of the guarantee period + 4 weeks for the equipment.

11. All documents should clearly indicate the following details: -

- a. Import License No
- b. Our Order No.
- c. Name of carrying vessel.
- d. Bill of Lading No.
- e. Markings on packages.

## 12. ARRANGEMENTS FOR PAYMENTS

The documents are not under any circumstances, to be sent through bank, on collection basis. Wherever payments are to be arranged through Letter of Credit, a confirmed irrevocable Letter of Credit will be established on receipt of a confirmation about the period upto which the letter of credit is needed for shipment and negotiation. The Letter of Credit will be for the CIF Value of the goods. No extension of the Letter of Credit will normally be granted. It must be ensured that the shipments effected before the expiry of date of the Letter of Credit.

13. For payment authorized out of India, U.K. special Defense Credit 1964, a certificate in the following form should also accompany the documents mentioned above:

"I certify that good and services to the value of \_\_\_\_\_s, d, \_\_\_\_\_  
[amount in words] as shown in the attached invoice were supplied under Contract No.  
\_\_\_\_\_ dated \_\_\_\_\_.

I also certify that:-

- [a] the goods supplied have been wholly manufactured in the United Kingdom.
- [b] the services have been supplied by persons or corporations resident in the United Kingdom.

Signed

For \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_ behalf \_\_\_\_\_ of Name  
and address of the Contractor / Supplier. Date

**14. INSURANCE & FREIGHT**

Additional insurance (Sea/Air) if required and Local transit insurance will be arranged through the New India Assurance Co Limited, Marine Insurance Department, Commerce Centre, Tardeo, Mumbai- 400 034, India. The details of shipment will be communicated to the underwriter by Mazagon Dock Shipbuilders Limited., Mumbai, on receipt of shipment advice. Immediately after shipment, the supplier should communicate the following particulars to us by AIR MAIL, for arranging the Insurance cover.

Order No. \_\_\_\_\_

Name of Vessel \_\_\_\_\_

Voyage \_\_\_\_\_

Bill of Lading No. & Date \_\_\_\_\_

No of Packages \_\_\_\_\_

Brief description of goods \_\_\_\_\_

C.I.F. Value \_\_\_\_\_

Nett Freight \_\_\_\_\_

15. The cost of transit insurance and freight will be paid by the supplier / contract up to the port of destination on CIF basis. The risk and ownership shall be transferred on CIF basis.

**16. INSPECTION AND / OR GUARANTEE**

The goods supplied, will be subject to inspection and / or test as may be specified in our Purchase Order. Test Certificates, where required are to be supplied. A Guarantee in the following form should also be airmailed to us, along with the documents referred to above. We hereby guarantee that the stores supplied, are in accordance with the description and quantity shown in the purchase order, complete of goods material and workmanship throughout and that in the event of any goods on receipt of India, by the Purchaser being found not in accordance with the order, we will replace free of cost on C.I.F. basis.

**17. DEFICIENCIES & DEFECTIVE GOODS**

Should any deficiencies be established, these must be made good by the dispatch under "No Charge" invoice. Any complaints in regards to material will be notified within 180 days of receipt of consignment in our Yard, and any defective material will be returned back at supplier's risk and cost and the Contractor / Suppliers should replace these goods / materials and deliver free of charge on C.I.F. basis.

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