



MAZAGON DOCK LIMITED
(A Government of India Undertaking)
Dockyard Road, Mazagon, Mumbai 400 010. INDIA

Certified – ISO 9001/EN ISO 9001 for Shipbuilding Division

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TENDER ENQUIRY (TWO- BID SYSTEM) FOR PURCHASE OF ITEMS

DIVISION-SHIP BUILDING

DEPARTMENT-MATERIAL PROCUREMENT:

TENDER FEE - Rs 1000/-

(Criteria as applicable for EMD Exemption stated in clause 6.2 below is applicable for exemption of tender fee.)

TENDER NO: GM(M)/RSP/2000000730

TENDER DATE: 04.11.2009

CLOSING DATE: - 11.12.2009

Time AT-1400Hrs (IST)

To
M/s

Dear Sirs/Madam

MAZAGON DOCK LIMITED INVITES COMPETITIVE BIDS from reputed Bidders / in TWO BID SYSTEM (Part-I Techno Commercial Bid and Part-II Price Bid) for the following Supplies;

1 Description of work

| Sr. No. | Description & Specification of Item | Unit | Quantity required | Delivery From the date of order Months/Weeks |
|----------------|---|-------------|--------------------------|---|
| 1. | Supply, Installation, Commissioning , Testing & Trial of Three Roll Section Bending Machine | No. | 01 (One) | 6 Months |

Technical Specification Scope Of Work For Supply, Installation, Commissioning, Testing And Trial Of "Three Roll Section Bending Machine"

SCOPE –Supply of 3 roll section bending machine, Quantity 1 (one) number along with necessary spare parts and tooling as per technical specifications given below. The bending machine is to be installed & commissioned as per the acceptance criteria given in subsequent paras.

- 1 **Technical Requirement:**
Machine should be capable for rolling of plates and profiles of following materials.
- 1.1 Capable of rolling/bending of 200 mm x 60 mm flat bar (100 HLES steel) of tensile strength 1000 Mpa
- 1.2 Capable of rolling/bending of various sections like I, U, H, L, T & Round bars as per the chart (capacity table) shown at Annexure-1.

2 **Qualification criteria**

- 2.1 The firm should have successfully manufactured & commissioned at least 2 similar machines in last 5 years. The firm should provide copy of work order and work completion certificates of the same.(Subject to verification on performance by MDL representatives)

3 **Acceptance criteria**

- 3.1 All the systems of the Machine (i.e. Mechanical, Hydraulic and Electric) shall be individually proved.
- 3.2 One 200mm x 60mm / 200mm x 55mm flat bar of 100 HLES / 80 HLES material(as per the availability of material) to be rolled for 4000mm OD and 6200mm OD during pre-dispatch inspection. This will subject to Visual Finish & dimensional check. (Both rolling & horizontal direction tolerance +/- 1 mm)

Physical Properties of 80 HLES Steel is given below.

Yield stress at 2% elongation = 700 MPa

Tensile strength \geq 780 MPa

Youngs Modulus = 205 Gpa.

Density = 7.85 Kg/dm³

A% > 15

Hardness of the Material = 250 HB.

- 3.3 One section of each shape (or similar sections as per the availability) mentioned in annexure-1 to be rolled to 2000mm OD. This will subject to Visual Finish & dimensional check. (Both rolling & horizontal direction tolerance +/- 1mm).

4 **Specification of 3 roll bending machine.**

- 4.1 Minimum diameter to roll
- (a) 80HLES flat bar(200mmx60mm - 4000mm size) - 2000mm
- (b) Sections
- 4.2 Diameter of the Standard Roller - 800 mm to 900 mm
- 4.3 Motor output - 67KW to 75KW

- 4.4 Rolling speed Minimum speed : 0.5
Meter/minute to 1 meter/minute
Maximum speed: 5 meter/minute to 7
meter/minute.
- 4.5 Roller shaft position - Vertical (to roll flat bar /section
horizontally)
- 4.6 Power supply - 415V, 3 Phase, 50Hz
- 5 **Standard Features:**
- 5.1 Fully hydraulic section Bending.
- 5.2 Hydraulic infinitely variable drive on all three bending rolls via low speed
hydraulic motors of suitable capacity. Consist of one hydraulic motor for each
roll.
- 5.3 Automatic compensation for difference in speed between the front roll and the
rear rolls without power loss.
- 5.4 Hydraulic infinitely variable adjustment of the two front bending rolls independent
of each other (double pre-bending)
- 5.5 Fully hydraulic adjustment of the two guide rolls to guide and straighten
asymmetrical sections such as angle bars.
- 5.6 Combined bending rolls for flat bars on the flat and on edge, angle bars leg in
and leg out, T- bars and square bars.
- 5.7 CNC control for movement of the front rolls: rotation- forward & reverse, for
movement of 3 axis required.
- 5.8 Digital scales showing the height positions of the guide rolls
- 5.9 Hardened Gears should be running in oil.
- 5.10 Reputed make roller bearings to be used.
- 6 **Control Panel**
- 6.1 Control panel on swing arm / radio control unit for all functions including speed
adjustment by joy sticks for all rotation and adjustment of the lower rolls.
- 6.2 Emergency stop palm button.
- 6.3 Digital displays showing all positions.
- 7 **Accessories and spare parts:**
- 7.1 Accessories and spares parts for two years to be provided along with the
machine indicating the shelf life of each item.
- 7.2 Recommended spare part list for electrical and mechanical items for a period of
10 years to be provided.
- 7.3 Firm to quote separately for 2 year recommended maintenance spares indicating
Part No., Quantity, rate. along with validity of rates etc. (Based on the
requirement, MDL may or may not buy these items)

8 **Tools:** Requisite tools to be provided along with machine as follows

8.1 Hydraulic pulling roll unit and rolls for bending I, U, H, L & T round bars.

8.2 Complete set of adjusting tools

9 **Installation and Commissioning**

9.1 Supplier shall be responsible for setting to work (STW) and commissioning of the machine on actual job at MDL. The firm is sole responsible if the installation period extends due to any reasons not attributed by MDL

9.2 The supplier should arrange manpower and all tools required for installation & commissioning. The firm has to bear all charges towards installation / commissioning / service engineer.

9.3 Any spare(s) consumed while STW/ commissioning shall be replenished by the Supplier one to one, free of charge.

9.4 G. A. Drg., Maintenance Manual, Service Manual, Operation Manual with Trouble Shooting Chart and complete electrical and hydraulic circuit diagram to be provided along with machine in triplicate.

9.5 Foreign Bidders to give details of their service firms in India nominated to carry out the Installation of the machine and after sales service

9.6 The firm should submit the list of customers along with their address and contact details where they have supplied similar type of 3 roll section bending machines in India along with the offer. The firm has to explain to the MDL personnel about the design of the machine which was offered by them within 15 days of the opening of tender document with the help of drawings/photos/CD demonstration. Also they have to tie-up with their client (in India) and arrange a visit of MDL people to the workshops where the machines are being used as on date within 15 days of the tender opening or the dates suitable to MDL personnel.

10 **Training:**

10.1 The firm has to impart training to 10 MDL personnel for 5 working days in first shift (7.00AM to 4.00 PM) after commissioning of the machine.(training to 5 persons on maintenance & 5 persons on operation of the machine). This training to be given as soon as commissioning of the machine is completed.

11 **Foundation & Civil Work:**

11.1 MDL will arrange Civil work for the foundation of the machine. However, the firm has to guide & supervise the correctness of civil work.

11.2 Firm has to provide total space requirement and weight of the machine & maximum weight of subassemblies within 15 days of opening of tender.

11.3 Foundation drawings and all the details of civil work required to be carried out for foundation to be submitted within 1 month from the date of placement of order. The firm has to provide foundation Bolts & foundation cover plates within two months of the placement of the order which are required at the stage of foundation.

12 **Inspection:**

- 12.1 The firm has to submit the Quality plan of various stages of inspection and get approval from MDL. (inspections such as Factory Acceptance Trials of various mechanical, hydraulic, electrical components, machines, equipment prior to main assembly and after main assembly.)
- 12.2 The Inspection of Mechanical, Electrical and Hydraulic installation which is to be checked by third party like ABS, IRS, LRS & DNV. Factory acceptance trial shall be witnessed by representatives of MDL at Supplier's premises along with the third party inspection agency for which supplier has to send the prior information, of at least 20 days in advance.
- 12.3 The final inspection after installation and commissioning at MDL will be jointly by third party inspection agency & MDL rep. This involves Inspections of all the working systems and operation.
- 12.4 The charges for the MDL personnel will be borne by MDL. The firm has to bear the cost of third party inspection.

13 **Completion Schedule:**

- 13.1 Completion of work including installation, commissioning & STW to be done within 8 months from the date of order placement.

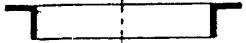
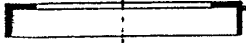

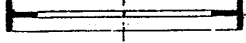

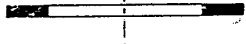
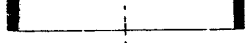
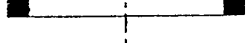
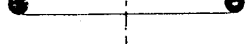
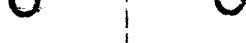
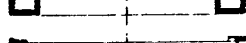
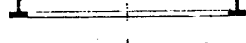
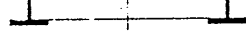
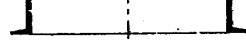
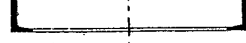
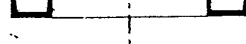
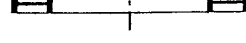

14 **Delivery:**

- 14.1 Delivery within 6 months from date of placement of order.

15 MDL will provide following facilities to the contractor free of cost.

- 1 Electric Power
- 2 Compressed Air
- 3 Water
- 4 Crane facility
- 5 Storage place for material

Annexure-I: to PA NO.80, Procurement of 3 roll section bending machine.

| Section Bending Machine | | Capacity table | |
|---|--|--|--|
| Section | | (YP 460 N/mm ²) | |
| | | With special rolls | With universal rolls |
|  | | Max. 250x250x25 To Ø 3000 Min. 50x50x5 To Ø 600 | Max. 200x200x26 To Ø 1800Ⓞ Min. 70x70x7 To Ø 1500Ⓞ |
|  | | Max. 250x250x25 To Ø 3500 Min. 50x50x5 To Ø 800 | Max. 200x200x26 To Ø 2000Ⓞ Min. 80x80x8 To Ø 1500Ⓞ |
|  | | Small sections To Ø 600 | Max. 200x200x28 To Ø 1600Ⓞ Min. 60x60x6 To Ø 1500Ⓞ |
|  | | Small sections To Ø 600 | Max. 200x200x28 To Ø 2500Ⓞ Min. 60x60x6 To Ø 1500Ⓞ |
|  | | Small sections To Ø 600 | Max. 200x200x28 To Ø 1600Ⓞ Min. 60x60x6 To Ø 1500Ⓞ |
|  | | Small sections To Ø 600 | Max. 200x60 To Ø 2000 Min. 80x10 To Ø 900 |
|  | | Small sections To Ø 600 | Max. 500x100 To Ø 1600Ⓞ Min. No limit To Ø 900 |
|  | | Small sections To Ø 600 | Max. 150x150 To Ø 3000 |
|  | | Max Ø 160 To Ø 2200 | Small sections |
|  | | Max O.D 400 To Ø 6500 ⓄⓄ | Special rolls only |
|  | | Max. 300x300x13 Ⓞ | Small sections |
|  | | | Max. IPE 600 To Ø 3000Ⓞ |
|  | | | Max. HEA 600 To Ø 4000Ⓞ Max. HEB 500 To Ø 4000 |
|  | | | Max. UPN 600 To Ø 2000Ⓞ Min. UNP 120x55 To Ø 1000 |
|  | | | Max. UPN 600 To Ø 2000Ⓞ Min. UPN 120x55 To Ø 1000 |
|  | | | Max. UPN 320x100 To Ø 30000 Min. UPN 100x50 To Ø 3000 |
|  | | | Max. IPE 360 To Ø 30000 Min. IPE 160 To Ø 3600 |
|  | | | HEA 320 To Ø 45000 HEB 300 To Ø 15000 |

Sections are different grade steel with yield point 460 N/mm².
 Max. section modulus: 900-1500 cm³ depending on bending diameter.
 Diameter of standard rolls: 800 mm to 900 mm
 Diameter of top shaft/lower shafts: 360/360mm approx
 Motor output: 67 kW to 75 kW

- Ⓞ Indicated diameters are valid for max. section in one or few passes. Smaller sections can be bent to smaller diameters.
- Ⓞ Smallest bending diameter depends on grade of deformation that can be accepted.
- Ⓞ Machine with extended shafts allows wider sections than specified
- Ⓞ With larger standard rolls the capacity will increase to 250x250x25.
- Ⓞ Depending on wall thickness

2. **Scope of Supply:** Item description, Specification, Quantities and delivery period are as mentioned above in TEF clause No. 1.

Documents & other requirements:

In the event of placement of Order following documents/services shall be provided by supplier along with supply of equipments without any additional cost.

| | |
|----|---|
| 1 | Handbook(s)/Manual(s) for Installation, Operation, Maintenance and list of Spare parts. |
| 2 | Services of Engineers required for Installation, STW tests & trials at MDL. |
| 3 | Shop Trial Reports / Test Certificates. |
| 4 | Spares to be supplied (a) for maintenance by MDL, (b) for testing & tuning and (c) Commissioning. |
| 5 | Binding drawings. |
| 6 | Production schedule / Bar chart. |
| 7 | Quality Plan / Inspection / Test Schedule. |
| 8 | Item to be supplied duly preserved including packaging and documents to be provided for preservation procedure (Packaging including preservation) |
| 9 | Training required as per mentioned in Technical Specification |
| 10 | Guarantee Certificate valid for 12 months from the date of commissioning or 18 months from the date of supply whichever is early. |
| 11 | Special tools and accessories as mentioned in Technical specification. |

3 Instructions to the Bidders

3.1 Bidders registered with Mazagon Dock Limited should furnish copy of valid registration certificate duly self attested and stamped with their company seal.

3.2 Bidders not registered with Mazagon Dock Limited should submit the following documents along with their offer:

3.2.1 Bidders Company Profile and Shop & Establishment registration certificate.

3.2.2 List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities.

3.2.3 Audited / Certified Balance sheet, Profit / Loss account for past 3 years and solvency certificate for a value of Rupees 1,50,00,000 (Rupees One Crore Fifty Lakhs) / Banker's opinion issued by Nationalized / Reputed international / scheduled bank.

3.2.4 The bidders experience and past performance on similar supplies for last 2 years (Order copies & work completion certificates to be appended).

Note: Bidders need to submit supporting documentary evidence in support of the Pre-Qualification Criteria viz. Work Order, Work Completion Certificate issued by the party for whom the work is done. MDL has a right to verify / cause verification of authenticity of the said documents whenever felt necessary.

4 Validity Period: Bids / Offers shall have a validity period of 150 Days from the tender closing date. A Bid valid for a shorter period will be rejected by MDL as non-responsive.

5 Submission of offer in Two-Bid System: Offer must be submitted in Two parts, each offer securely closed (sealed) separately, in Two Envelopes Part - I & Part – II as stated below;

5.1 Part-I Bid: This Envelope super scribing the Tender No, Due date & Time should contain the following;

5.1.1 Technical Bid in Original duly signed + Two copies.

5.1.2 Acceptance on clauses of Tender Enquiry, GT&C in the Prescribed Formats duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.

5.1.3 STACS Acceptance in the Prescribed Format duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause.

5.1.4 Price schedule BLANKING the PRICES but clearly indicating 'QUOTED / UNQUOTED' as applicable against each of the listed item in the prescribed format duly Stamped & Signed.

5.1.5 Deviation Sheet in the prescribed format in case of any deviations from Terms, Conditions & Technical requirements specified in the STACS, Tender Enquiry & GT&C.

5.1.6 List of Spares wherever required.

5.1.7 Bidders / Suppliers should submit the additional documents as applicable and described at Para 3.2 above.

5.1.8 Copies of valid Registration or Approval certificates in case of Bidder's firms registered with MDL/ NSIC.

5.1.9 Bank details for payment by NEFT/RTGS in the format enclosed.

5.1.10 Proof of payment of Tender Fee

5.2 Part-II Bid This securely closed (sealed) Envelope super scribing Tender Enquiry No., Due date & Time should contain only the PRICES for each of the listed items strictly in the prescribed format provided with the tender. If the space provided is not sufficient, bidder may attach additional sheets. Offer in any other format shall not be considered.

5.2.1 Both these securely closed Envelopes i.e. Part-I & Part-II should be put in a Third Bigger Envelope securely closed (Sealed), Super scribed with Tender No., Due date, time, and **addressed To General Manager (Materials)** Material Purchase deposited in **YELLOW COLOURED TENDER BOX KEPT ON II FLOOR MOGUL HOUSE, SOUTH YARD, MAZAGON DOCK LIMITED BY 14.00 Hrs ON OR BEFORE THE CLOSING DATE.**

5.2.2 In case of Bulky Offers / Bids, which cannot be accommodated in the designated Tender Box, such bids / offers shall be sent by post / courier OR same shall be submitted to the following designated officers (address as mentioned above) so as to reach the undersigned well before the due date and time.

| Name of Officer | Designation | Extn. No. |
|-------------------------|----------------------|-----------|
| 1. Mr. C. R. Srinivasan | Chief Manager (C-MP) | 3814/3821 |
| 2. Mr. R. S. Paulastye | Manager (C-MP) | 3821 |

5.2.3 The bids may also be sent by Speed Post / Courier Service well in advance so as to reach the department (address as mentioned above) well before the due date and time. Timely submission of the Bids is the responsibility of the bidders and no reasons / excuses in this regard will be entertained by MDL.

6 Earnest Money Deposit (EMD) / BID BOND:

6.1 Bidders shall furnish **EMD Rs. 10,00,000/- (Rupees Ten Lacs only)** in the form of crossed DD / Pay Order / Bank Guarantee drawn in favor of MAZAGON DOCK LIMITED or bid bond of equivalent foreign currency for foreign bidders. The bid bond / Bank Guarantee should be valid for 4 more weeks beyond the offer validity period indicated in the tender. Either of these instruments should be drawn on reputed International / Nationalised / Scheduled Banks excluding co-operative banks, payable at Mumbai and should essentially be enclosed in the in the Part-I viz. Techno Commercial Bid. Crossed DD / Pay Order issued by Co-operative banks however will be accepted subject to its realization. **Bids / Offers without EMD/Bid Bond** along with Part-I bid **will not be considered.** EMD of unsuccessful bidders will be returned after finalisation of the tender and shall be interest free.

6.2 Exemption from submission of EMD/BID BOND: Following bidders shall be exempt from submission of EMD/Bid Bond;

6.2.1 State & Central Government of India departments, Public Sector Undertakings

6.2.2 Firms registered with Mazagon Dock Limited (MDL). (Exemption will apply only to items / services which are similar to the supply / service indicated under description of work / supplies / services above & values up to which bidders are registered with MDL). To qualify for EMD exemption, firms should necessarily submit VALID copy of the registration certificate issued by MDL in Part-I offer/bid. Firms in the process of obtaining MDL registration will not be considered for EMD exemption.

6.2.3 Firms registered with NSIC under its “Single Point Registration Scheme”. (Exemption will apply only to items / service indicated under description of work / supplies / services & value up to which bidders are registered with NSIC). To qualify for EMD exemption, firms should necessarily submit VALID copy of the registration certificate issued by NSIC in Part-I offer / bid. Firms in the process of obtaining NSIC registration will not be considered for EMD exemption.

7 Bid Rejection Criteria;

7.1 Following bids shall be **categorically** rejected;

7.1.1 The Bids received after tender closing date and time.

7.1.2 If the validity period indicated by the bidder is shorter than that specified in the tender enquiry. Items for which prices are administered by the Government, Items for which longer validity periods cannot be given by the vendors due to price fluctuation in the market are however exempted.

7.1.3 Bidders not agreeing to provide assistance for installation of equipment supplied by them.

7.1.4 Bidders not agreeing to furnish Performance Bank Guarantee for equipment supplied / services rendered or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual and guarantee / warranty obligations.

7.1.5 Bids received without EMD (other than those who are exempt from payment of EMD), as specified in the tender.

7.1.6 Bidders not agreeing to furnish required Security deposit till completion of the supplies/services.

7.2 Following bid rejection criteria may render the bids **liable** for Rejection:

7.2.1 Bidder's failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.

7.2.2 Incomplete / misleading / ambiguous bids in the considered opinion of TNC.

7.2.3 Bids with technical requirements and or terms not acceptable to MDL / Customers / External agency nominated as applicable.

7.2.4 Bids received without pre-qualification documents where required as per the tender.

7.2.5 Bids not meeting the pre-qualification parameters stipulated in the tender enquiry if any.

7.2.6 Bidders not agreeing to supply spares (onboard spares, B & D spares) / post sale product support / post work completion support.

8 Pricing:

8.1 For Indigenous Bidders: Indigenous Bidders shall quote the prices of all items listed in the tender enquiry for delivery of the items in MDL store. **The prices quoted shall remain firm and fixed during the currency of the order / contract** unless agreed otherwise by MDL.

8.2 For Foreign Bidders: Bidder shall quote the prices of all items listed in the tender enquiry on the FOB Port of dispatch basis only. Prices on the basis of FOB factory or ex-works and CIF basis are not acceptable. However Foreign Bidders shall also quote the prices on C&F basis. **The prices quoted shall remain firm and fixed during the currency of the order / contract** unless agreed otherwise by MDL. Needless to state that the delivery terms by way of high sea sales / sale in transit are not acceptable.

9 Terms of Payment: - MDL does not pay any advance Payment for Indigenous & Overseas bidders.

9.1 For Indigenous Bidders: Payment for the 80% of the order value, as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any may be payable through NEFT/RTGS after receipt of complete set of the items / Equipment, spares and against submission of documents in Triplicate including Delivery challan(s), Release note from the nominated Inspection Agency, Test reports / Certificates, Packing Lists, Invoice, Storage / Preservation / Installation / Commissioning / Maintenance Procedures & other Technical documentation in requisite sets as relevant.

Balance 20% of the order value will be released after successful installation, commissioning, testing/trial, training and against work completion certificate duly certified by CM and above of the User department and submission of performance bank guarantee for 10% of the total order value.

Note: Bidders shall furnish all the necessary details like name of the bank / branch, branch code No, bank account No in their bid as per the NEFT/RTGS format provided with the tender enquiry.

9.2 For Foreign Bidders:

(A) Payment through L/C:- Payment will be made by the way of irrevocable letter of credit (L/C) established through our bankers. L/C will be opened for 80% of the total order value (FOB value). This L/C will allow payment as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any on timely presentation of the documents mentioned below (TEF Clause 9.2.1 to 9.2.11) through bank;

Balance 20% of the FOB value will be released by the way of TT (Telegraphic Transfer) after successful installation, commissioning, testing/ trial, training and against work completion certificate duly certified by CM and above of the User department and submission of performance bank guarantee for 10% of the total contract value (FOB).

A sample format of the same is enclosed. For opening L/C, Suppliers should essentially furnish their clear & timely acceptance of the order. For opening L/C, all charges outside India shall be borne by the Beneficiary (supplier). In case supplier seeks L/C amendment for no fault of MDL or requires confirmation of L/C then all charges towards L/C amendment or confirmation of L/C respectively shall be borne by the supplier.

OR

(B) Payment on collection basis: Payment due on collection basis will be done for 80% of the FOB value as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any on timely presentation and receipt of the documents mentioned below (TEF Clause 9.2.1 to 9.2.11) by the Bankers.

Balance 20% of the FOB value will be released by the way of TT (Telegraphic Transfer) after successful installation, commissioning, testing/ trial, training and against work completion certificate duly certified by CM and above of the User department and submission of performance bank guarantee for 10% of the total contract value (FOB).

Note: Bidders should indicate the mode of payment acceptable to them from the above mentioned 2 options (A or B) in Part-I Offer i.e. Techno-Commercial Bid.

- 9.2.1** Set of Original + 2 Copies of signed Invoice showing item wise prices as per the order.
- 9.2.2** Set of Original + 2 Copies of signed Packing List clearly showing list of items packed.
- 9.2.3** Set of Original + 2 Copies Clean on Board Bill of Lading OR Air Way Bill made in the name of MDL's Bank and Marked as freight to pay.
- 9.2.4** Set of Original + 2 Copies of Certificate of approval OR Release Note from MDL nominated Inspection agency.
- 9.2.5** Certificate of country of origin in Original + 2 Copies.
- 9.2.6** Original + 2 Copies of Warranty Certificate in prescribed format.
- 9.2.7** Original + 2 Copies of all Manufacturer's Test Certificates (MTCs) / Reports, Drawings, Manuals, Procedures etc as relevant to the ordered item.

- 9.2.8** Certificate Confirming that supplier has couriered / dispatched 3 sets of Non Negotiable Documents comprising of all Test reports / MTCs, Technical Documents, Drawings, Manuals, Procedures etc and of Signed Invoices, Packing Lists, Bill of Lading/AWB, MDL nominated Inspection Agency's Certificate of approval, Country of Origin Certificate, Warranty Certificate, Performance Bank Guarantee, directly to MDL.
- 9.2.9** Original + 2 Copies of the Certificate issued by the classified society confirming seaworthiness of the vessel and that the shipment is made on vessels of not more than 15 years vintage. (Applicable in case of CIF contracts / orders agreed by MDL)
- 9.2.10** Certificate issued by MDL confirming that the delivery is made in time and no penalty is applicable OR incase of delays, admissible amount of penalty will be specified by MDL in this certificate for reduction of equal amount from supplier's invoice. (MDL will issue this certificate generally by FAX immediately on receipt of signed copy of invoice, packing list, approval certificate of the nominated inspection agency, date of the proposed shipment, & copies of B/L or AWB or any other acceptable documents confirming supplier's readiness dispatch).
- 9.2.11** Certificate confirming that the shipping instructions (inclusive of packing) have been followed while packing / shipment and forwarding of details for insurance to MDL.

All the documents should clearly indicate the Purchaser's Order number, Import License Number, Airway Bill / Bill of Lading Number.

- 10 Guarantee / Warranty:** The supplied items shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is early.
- 11 Security Deposit (SD):**
The successful bidder shall have to submit Security Deposit for an amount of 5% of the Contract/Order excluding taxes, duties, freight etc. in the form of DD/ Pay Order / Bank Guarantee from a reputed Nationalised / Scheduled Bank within 15 days from the date of LOI/Order. No interest will be paid on Security Deposit. Please note that MDL does not extend any concession such as exemption in payment of Security Deposit etc. to any organization. In case of failure to submit Security Deposit within 15 days from the date of order placement, EMD submitted will be forfeited and risk purchase clause would be invoked. The Security Deposit will be returned only after successful execution of the order and shall be interest free. In the event of failure to execute the order satisfactorily, the Security Deposit will be forfeited.
- 12** Bidder shall abide by all Standard Terms and Conditions of Supply (STACS), GT&C and Acceptance formats as per Enclosures 3 & 4 contained therein should be properly filled, signed and returned by the bidder along with techno-commercial (Part-I) bid. The bidder shall also abide statutory requirements, Official Secret Act 1923 and Safety clause as per Enclosure-11.
- 13 Taxes & Duties**
- 13.1** The item-wise rates quoted in the Rate Sheet should exclude Taxes and Duties. Bidder should indicate Taxes and Duties as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable.

- 13.2** The rate sheet to be enclosed with the tender will indicate the rates under each tax head viz.
The rate sheet to be enclosed with the tender will indicate the rates under each tax head wherever applicable viz.
- Excise Duty.
 - Education CESS, if included.
 - Central Sales Tax. (CST)
 - Value Added Tax. (VAT)
 - Octroi, if included.
 - Inspection/Testing charges.
 - Commissioning/Installation if any.
 - Taxes on Commissioning/Installation charges
 - Training charges, if any
 - Any other taxes & duties
- 13.3** Suppliers / bidder will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion 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.
- 13.4** Wherever all inclusive prices are quoted by the bidders without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.
- 13.5** The following certificate will be given by us for Purchase of these items against this tender.
* Issue of 'C': Form w.r.t Sales tax.
- 14 Loading Criteria:** Deviations sought by the bidder in respect of following terms shall be loaded on the bidder/s quoted prices during price evaluation by MDL. Among the equal bids, bidders with ISO 9000 series accreditation over non-ISO bidders, firstly Manufacturers then their authorized dealers will be given preference. The loading criteria that will be adopted as detailed below and also as per Enclosure 6.
- 14.1** It is desirable that the bidder accepts the Payment Terms indicated in clause 9 above. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by applying 13.75% p.a rate of interest for the period at variation(For Indigenous bidder) & for overseas bidder the bids will be normalized at LIBOR / EURIBOR rate plus 2% for ranking of the bids.
- 14.2** In case of foreign supplier the basic cost (C&F) shall be the basis for comparison of quoted price. Custom clearance/Port handling / transport charges to the yard will be added to C&F cost.
- 14.3** Delivery of the goods at MDL premises should be responsibility of the supplier. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded at the cost to be incurred by MDL.
- 14.4** For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price.

14.5 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 example, the maximum ceiling towards liquidated damages stipulated in the Tender is 5% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

14.6 Deviations in respect of the period of Warranty / Guaranty shall be loaded to the quoted price @ 0.25% per month or part thereof. This does not arise if the bidder quotes additional price for the differential period.

14.7 Ranking of Bids & Determination of L-1 Bidders:

Ranking of price bids shall be done on the basis of "all inclusive of taxes, duties and levies". If any variations in statutory levies, the break up in respect of taxes, duties and levies is clearly and separately furnished in the bid and the MDL is satisfied that the rates of taxes, duties & levies indicated therein are in line with the tax law: so that escalation due to variation in the taxes, duties & levies can be justifiably considered to the extent legitimately allowable on the base amount(s) indicated in the bid. Therefore bidder is requested to show the break up regarding taxes, duties & levies as applicable in the bid.

Technically qualified overall lowest bidder will be considered for the placement of order.

15 Consignee: The Successful bidder/s shall arrange dispatch of goods by appropriate Rail / Road / Sea / Air transport mode as per the order to '**EAST YARD STORES**' and further to designated stores on working days (Monday to Friday) between 8.00 hrs to 15.00 hrs (Lunch Time 11.30 to 12.00 hrs) .In case truck/tempo reaches our yard beyond above time the same may be retained over night at your risk & cost.

An advance copy of invoices along with other relevant documents shall be forwarded to the purchaser sufficiently in advance to enable clearance of cargo within allowed demurrage free days to avoid demurrage. In case of door delivery orders, the supplier shall categorically direct the transporter to deliver the ordered items without insisting for consignee copy of the Lorry Receipt.

16 Modifications to the Bids: - Bidders desirous of submitting modified bids prior to the closing date & time may do so by sending a modification notice by fax, e-mail etc but followed by a signed confirmation copy of their request so as to reach the undersigned not later than the deadline for submission of bids. However it shall be the responsibility of the bidder to ensure that the covers containing modified bids are clearly marked as "Modified / Revised Bid" and deposited in the designated tender box before the tender closing date & time.

17 Public Grievance Cell: A Public Grievance Cell headed by General Manager 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, FOB Building or send their complaints / grievances to him in writing for redressal. His telephone number is 022-23770688/23717801.

- 18 Supply on MDL Holidays:** Request for permission for delivery on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to Personnel department and Security through concerned Dept.
- 19 Delivery:** Within 6 Months from the date of placement of order.
- 19.1 For Indigenous Bidders:** Ordered material should be delivered within 6 months from the date of placement of order to MDL –EY stores.
- 19.2 For Overseas Bidders:** Ordered material should be handed over to our appointed shipping agent within 6 months from the date of placement of order (FOB). In case of C&F contract the ordered material to be shipped within 6 months from the date of placement of order. Date of bill of lading will be considered as the date of delivery.
- 20** MDL reserves the right to convert the order from FOB to C&F basis (subject to clearance of TRANSCHART) and the C&F rates quoted shall be “Firm & Fixed”.
- 21** For overseas supplies on FOB port of dispatch basis, Transit insurance shall be arranged by the Purchaser. The bidder/Vendor/Contractor shall immediately on dispatch of the items, inform all relevant details of dispatch such as Order Number, Bill of Lading/AWB number, number of packages, value of consignment, invoice number, in time directly to Purchaser’s Insurance Company & Purchaser on the contact details as provided in the order. In such agreed cases, the purchaser will pay the freight & Insurance charges directly to the parties concerned.
- 22** Overseas bidders may please note that our purchase order and the order acceptance from successful bidder shall be final and binding for opening of L/C & execution of order in full.
- 23 Liquidated Damages:** 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 Successful bidder shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof, subject to maximum of 5% of the final Order / Contract value.
- Vendor / Contractor (Seller) will also be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Vendor / Contractor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend up to 5% of the Order Value.
- 24 Performance Bank Guarantee (PBG):** The Successful bidders will have to submit PBG in the prescribed format for 10% of the total order value, valid for 12 months from the date of commissioning or offer their consent to MDL for retention of 10 % of order value towards PBG till the completion of guarantee / warranty period.

25 Inspection

- a) The firm has to submit the Quality plan of various stages of inspection and get approval from MDL. (Inspections such as Factory Acceptance Trials of various mechanical, hydraulic, electrical components, machines, equipment prior to main assembly and after main assembly.)
- b) The Inspection of Mechanical, Electrical and Hydraulic installation which is to be checked by third party like ABS, IRS, LRS & DNV. Factory acceptance trial shall be witnessed by representatives of MDL at Supplier's premises along with the third party inspection agency for which supplier has to send the prior information, of at least 20 days in advance.
- c) The final inspection after installation and commissioning at MDL will be jointly by third party inspection agency & MDL rep. This involves Inspections of all the working systems and operation.
- d) The charges for the MDL personnel will be borne by MDL. The firm has to bear the cost of third party inspection.

e) Receipt Inspection by MDL EY-QA and user dept.

MDL shall carry out necessary inspection of the items on receipt in the MDL Yard on the basis of appropriate MDL Inspection system requirements along with the representative of user dept. & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time, payment for which shall be made at mutually agreed rates.

- f) **Rejection of the material:** Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the MDL Yard, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The MDL reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the MDL & recover storage charges & any consequential damages, from sale proceeds of such disposal

- 26 Issue of Tender Enquiry Document: - The Tender Enquiry can be downloaded from our website 'www@mazagondock.gov.in' However; interested bidders may also collect the tender from the undersigned by submitting a written application and on payment of non-refundable amount of Tender fee in person indicated above on all working days (Monday to Friday between 10.00 a.m. to 4.00 p.m.). Alternatively, bidders desirous of obtaining the tender by post at bidders risk shall send a request letter in advance to reach the undersigned latest by * (date of 10 days before closing date) along with the prescribed amount of tender fee + Rs 100 towards postage etc by crossed DD / Pay order in favour of Mazagon Dock Limited, payable at Mumbai.

- 27 In the event, we do not receive Acceptance Formats duly filled for Tender Enquiry Form, General Terms & Conditions (GT&C) and Standard Terms & Conditions (STACS), it shall be presumed that all our tender terms & conditions are acceptable to you.
- 28 Bidders intending to witness the Tender opening shall have to submit the letter of authority to the Tender Opening Officers and will sign on the sheet of paper in token of his presence at the time of opening.
- 29 In case of any clarifications, bidders are requested to contact the undersigned, before the closing date of the tender.
- 30 We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For **MAZAGON DOCK LIMITED**,

(Purchase Officer)
Stamp

- Enclosure - 1 : Not applicable hence not enclosed
- Enclosure - 2 : Tender enquiry terms and Acceptance Format
- Enclosure - 3 : Standard Terms & Conditions (STACS) with acceptance format
- Enclosure - 4 : General Terms & Conditions (GT&C) with acceptance format
- Enclosure - 5(a) : Part-II Price Bid Prescribed Format (Rate Schedule Format)
(For Indigenous vendors)
- Enclosure - 5(b) : Part-II Price Bid Prescribed Format (Rate Schedule Format)
(For Overseas vendors).
- Enclosure - 6 : Loading Factors
- Enclosure - 7 : RTGS/NEFT Format
- Enclosure - 8 : Bank Guarantee Format for Performance. (PBG) *
- Enclosure - 9 : Security Deposit Bank Guarantee Format *
- Enclosure - 10 : Bank Guarantee Format for EMD *
- Enclosure - 11 : Statutory requirements, Official Secret Act 1923 & Safety clause. *
- Enclosure - 12 : Format of Letter of credit
- Enclosure - 13 : Shipping Instructions for Sea & AIR consignments
- Enclosure - 14 : Non-disclosure Agreement Format.

Note: * These documents to be down loaded from our Website. (www.mazagondock.gov.in > Tenders > Shipbuilding > Material Purchase > 'Enclosures related to Tender Documents for Material Purchase Dept.').

TEF Acceptance Format

To,
Mazagon Dock Limited
Purchase Department

Tender No. GM (M)/RSP/200000730 **dated 04.11.2009** **due on 11.12.2009**

| TEF Clause No. | | Bidder's Remark Acc. / Dev. | TEF Clause No. | | Bidder's Remark Acc. / Dev. |
|----------------|--|--------------------------------|----------------|--|--------------------------------|
| 1 | Item Description & Technical specification | | 16 | Modifications to the Bids | |
| 2 | Detail scope of supply | | 17 | Public Grievance Cell | |
| 3 | Instructions to bidders | | 18 | Supply on MDL Holidays | |
| 4 | Validity period | | 19 | Delivery | |
| 5 | Submission of offer in Two-Bid System | | 20 | MDL's right to convert the order from FOB to C&F basis | |
| 6 | Earnest Money Deposit (EMD) / BID BOND: | | 21 | Insurance/Freight | |
| 7 | Bid rejection criteria | | 22 | Binding of the Order & the Order acceptance | |
| 8 | Pricing | | 23 | Liquidated Damages (LD) | |
| 9 | Terms of Payment | | 24 | Performance Bank Guarantee (PBG) | |
| 10 | Guarantee/Warranty | | 25 | Inspection | |
| 11 | Security Deposit | | 26 | Issue of Tender Enquiry Document | |
| 12 | Acceptance of STACs & GT&Cs in prescribed format | | 27 | Non-receipt of TEF, STACs & GT&Cs acceptance formats | |
| 13 | Taxes & Duties | | 28 | letter of authority to witness the tender opening | |
| 14 | Loading criteria | | 29 | Deadline for clarification if any | |
| 15 | Consignee | | | | |

Company's Name & Address:

Date:

Signature:

Name:

Designation:

Bidder's Company Seal:

Notes:

- 1) Bidders should carefully read the Terms & Conditions of the Tender Enquiry Form (TEF) prior to filling up this acceptance format.
- 2) This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- 3) Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 4) Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- 5) Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. 3 means – Clause nos. 3, 3.1, 3.2a), b), i), ii), iii).

**STANDARD TERMS AND CONDITIONS (STACS)
(FOR PURCHASE OF ITEMS)**

B-1 (101)

B-1.1 The word '*Purchaser*' refers to MAZAGON DOCK LIMITED, (MDL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assignees.

B-1.2 The word '*Bidder/Vendor/Contractor*' means the person / firm / Company who undertakes to manufacture and or supply and or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assignees.

B-1.3 The word '*Owner*' means the person or authority with whom Mazagon Dock Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the *Bidder/Vendor/Contractor* under this contract for supply or manufacture of certain items and would include Department of Defence Production, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

B-2 (102) GENERAL

B-2.1 UNLESS OTHERWISE INDICATED SPECIFICALLY BY THE BIDDER / CONTRACTOR IN HIS BID, IT SHALL BE CONSTRUED AS HIS ACCEPTANCE OF ALL THE CONDITIONS MENTIONED IN THIS STACS.

B-3 (200) COMMUNICATION & LANGUAGE FOR DOCUMENTATION

B-3.1 Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Vendor/Contractor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the order/contract. Unless stated otherwise by the purchaser, Language for communication & all documentation shall be same, which the Purchaser has used, in the tender enquiry.

B-4 (210) PURCHASER'S PROPERTY

B-4.1 All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Bidder/Vendor/Contractor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

B-5 (220) RISK PURCHASE

B-5.1 If the equipment / article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Contractor / Bidder at the prevailing bank rate of interest.

B-5.2 The Purchaser shall also be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Vendor / Contractor.

B-6 (230) RECOVERY-ADJUSTMENT PROVISIONS:

B-6.1 Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Bidder / Vendor / Contractor the same shall be deducted from any sum then due or

thereafter may become due to the Bidder / Vendor / Contractor under the contract or any other contract with the Purchaser.

B-7 (250). INDEMNIFICATION

B 7.1. The Bidder / Vendor / Contractor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, indemnifies the Purchaser against direct damage and or injury to the property and or the person of the Purchaser or that of Purchaser's employees, agents, Sub- Contractors / Suppliers occurring and to the extent caused by the negligence of the Bidder / Vendor / Contractor, his employees, licencees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

B-8 (260). TRANSFER OF VENDORS / CONTRACTOR'S RIGHTS:

B 8.1. The Bidder / Vendor / Contractor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

B-9 (270). SUBCONTRACT & RIGHT OF PURCHASER

B 9.1 The Bidder / Vendor / Contractor under no circumstances undertake or subcontract any work / contract from or to any other Sub-contractor without prior written approval of the Competent Authority of Purchaser. In the event it is found that such practice has been indulged in, the contract is liable to be terminated without notice and the Bidder / Vendor / Contractor is debarred all from future tender enquiries / work orders. However in no circumstances a contractor is permitted to subcontract any part of the contract to the bidders who had quoted for the concerned tender.

B-10 (280). PATENT RIGHTS.

B 10.1 The Bidder / Vendor / Contractor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order.

B .11 (290.) AGENTS / AGENCY COMMISSION:

B 11.1. The Bidder / Vendor / Contractor confirms and declare to the Purchaser his status as either the original manufacturer of equipment or as the stockist / supplier of the equipment / machinery / items referred to in this contract and that he has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor / Supplier 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 Bidder / Vendor / Contractor shall agree that if it is established at any time to the satisfaction of the Purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser that the Bidder / Vendor / Contractor 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, the Contractor / Supplier shall be liable to refund that amount to the Purchaser. The Bidder / Vendor / Contractor will also be debarred from entering into any supply contract with the Purchaser for a minimum period of five years. The Purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Bidder / Vendor / Contractor who shall in such event be liable to refund all payments made by the Purchaser, along with interest at the rate of 2% per annum above the LIBOR (London Inter bank Offer Rate). The Purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Purchaser.

B 12 (300.) USE OF UNDUE INFLUENCE / CORRUPT PRACTICES:

B-12.1. The Bidder / Vendor / Contractor undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any

other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Bidder / Vendor / Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder / Vendor / Contractor) or the commission of any offence by the Bidder / Vendor / Contractor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Contractor / Supplier and recover from the Bidder / Vendor / Contractor the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Bidder / Vendor / Contractor.

B 12.2. The Bidder / Vendor / Contractor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Bidder / Vendor / Contractor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Bidder / Vendor / Contractor) or the commission of any offence by the Bidder / Vendor / Contractor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 and / or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Vendor / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

B 12.3. In case, it is found to the satisfaction of the Purchaser that the Bidder / Vendor / Contractor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Bidder / Vendor / Contractor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

B 13 (330). BANNED OR DE-LISTED CONTRACTORS / VENDORS.

B 15.1 The Bidder / Vendor / Contractor declares that they being Proprietors / Directors / Partners have not been any time individually or collectively blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder's entities as stated above have been blacklisted or banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

B 14 (340.) DUTY OF PERSONNEL OF SUPPLIER/VENDOR

MDL being a Defence Organisation, Bidder / Vendor / Contractor undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

B 15 (350). ARBITRATION

B 15.1. Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Mumbai (India) in English language, under the Indian Arbitration and Conciliation Act, 1996.

B 15.2 In case of unresolved difference / dispute between Purchaser and Supplier, being a Public Sector Enterprise, shall be referred by either party to the Department of Public Enterprises, as per extant guidelines

B 16 (360). JURISDICTION OF COURTS

B 18.1 All contracts shall be deemed to have been wholly made in Mumbai and all claims there under are payable in Mumbai City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Mumbai City, Maharashtra State, India i.e. courts in Mumbai shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

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STACS Acceptance Format

To,
Mazagon Dock Limited
Purchase Department

Tender No. GM (M)/RSP/2000000730

dated 04.11.2009

due on 11.12.2009

| STACS Clause No. | | Bidder's Remark Acc. / Dev. | STACS Clause No. | | Bidder's Remark Acc. / Dev. |
|------------------|--|--------------------------------|------------------|--|--------------------------------|
| B-1(101) | Meaning of words "Purchaser", "Bidder/Vendor/Contractor" & "Owner" | | B-9(270) | Subcontract & right of Purchaser | |
| B-2(102) | General | | B-10(280) | Patent Rights | |
| B-3(200) | Communication & Language for documentation | | B-11(290) | Agents/Agency commissions | |
| B-4(210) | Purchaser's Property | | B-12(300) | Use of undue influence / corrupt practices | |
| B-5(220) | Risk Purchase | | B-13(330) | Banned or De- listed contractors /vendors | |
| B-6(230) | Recovery-Adjustment Provisions | | B-14(340) | Duty of personnel of supplier/vendor | |
| B-7(250) | Indemnification | | B-15(350) | Arbitration | |
| B-8(260) | Transfer of vendor's/contractor's rights | | B-16(360) | Jurisdiction of Courts | |

Company's Name & Address:

Date:

Signature:

Name:

Designation:

Bidder's Company Seal:

Notes:

1. Bidder(s) should carefully read the Standard Terms & Conditions (STACS) included in the tender prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
3. Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
5. 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.

GENERAL TERMS & CONDITIONS (GT&C)

A-1. (A-10) ACCEPTANCE OF ORDER / CONTRACT

A-1.1. With the acceptance of the successful bidder's offer by the purchaser, which is as per the Terms & Conditions of the tender, by means of LOI/Order/Contract, the tender is concluded. The Vendor / Subcontractor / Supplier shall, on receipt of the order/LOI/Contract, communicate their unconditional acceptance to the purchaser in the prescribed format immediately within 10 days.

A 1.2. If nothing to the contrary is heard by purchaser within 10 days from the date of placement of order, it will be understood that the order has been accepted by the Bidder/Vendor/Contractor.

A 1.3. Any delay in acknowledging the receipt & acceptance of the Purchase Order/Contract/LOI from the specified time limit or any qualification or modification of the purchase order/LOI/Contract in its acknowledgement acceptance by the Vendor / Sub-contractor /Supplier shall be termed as breach and would be liable for forfeiture of EMD, Bid Bond, Security deposits etc.

A-2 (A-20) SECURITY DEPOSIT.

A 2.1. The successful bidder shall submit a Security Deposit @ 5% of the value of the Order in the form of Demand Draft / Bank Guarantee in the prescribed format in favour of Purchaser within 15 days from date of LOI / Order / Contract. The Security Deposit will be returned only after the successful execution of the order / contract. Refund of Security Deposit whenever considered admissible by the Purchaser, shall be without interest only.

A-3 (A 30) FORFEITURE OF EMD / BID BOND.

A 3 1. In cases of withdrawal of bid during validity period or during any extension granted thereof, non acceptance of agreed conditions of Technical and or Commercial and or Price Negotiations, non-submission of the security deposit and / or non-acceptance of the order the EMD or bid security will be forfeited or encashed as the case may be.

A-4 (A 40) FORFEITURE OF SECURITY DEPOSIT.

A 4 1. Non-performance of agreed terms and or default/breach by Bidder/Vendor/Contractor will result in forfeiture of security deposit with application of risk purchase provisions as felt appropriate by the Purchaser.

A-5 (A 50). FORFEITURE OF PERFORMANCE GUARANTEE

A 5 1. In the event of Bidder/Vendor/Contractor failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Bidder/Vendor/Contractor

A-6 (A 60). SUPPLIES

A-6.1. The equipment / products / items / Services to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender Enquiry / Order with deviations, if any, as mutually accepted.

A-7 (A 80). CANCELLATION OF ORDER

A-7.1. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Vendor/Contractor to comply with the delivery schedule is inevitable. In such an event the Bidder/Vendor/Contractor 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 **Bidder/Vendor/Contractor** at his cost.

A-7.2. 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 vendor / contractor on account of such premature termination of contract.

A-7.3. In case of delay beyond agreed period for liquidated damages or 10weeks 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 you.

A-8 (A 90). # PRESERVATION AND MAINTENANCE (For Equipments, Machinery)

A-8.1. Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term & short term) for the same as also the time of interval after which the state of preservation needs to be reviewed is to be stated by the Bidder/Vendor/Contractor.

A-8.2. Further the de-preservation prior to the material/equipment being commissioned and the maintenance procedure together with its periodicity is also to be indicated by the Bidder / Vendor / Contractor.

A-8.3. The Bidder / Vendor / Contractor in their offer must confirm that indigenous oil; lubricants and preservatives, etc. can be used in the equipment. The bidder must also give assurance that the equipment performance will not be downgraded by use of indigenous equivalents

A-9 (A 100). FREIGHT & INSURANCE

A 9.1 In cases where the offers are for 'Door Delivery to Purchaser,' transit freight & Insurance charges shall be borne by the Bidder / Vendor / Contractor. In other agreed cases of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Bidder / Vendor / Contractor on dispatch, shall give details of materials with despatch particulars and their value in time to Purchaser's Insurance Company on the contact details as provided in the order. In such agreed cases, the freight & insurance charges will be paid by the purchaser directly to the parties concerned.

A-10 (A-110). TAXES & DUTIES / STATUTORY LEVIES

A-10.1. Taxes and duties applicable, if any, shall be regularized by MDL by issuing necessary exemption certificates or reimbursed at actual. Bidder shall indicate the taxes and duties applicable in their offer. Taxes in cases where exemption certificates cannot be availed, shall be deducted wherever applicable (e. g. Income tax, Service Tax, Works Contract Tax etc) from the bills of the vendor as per statutes. Octroi duty exemption certificate issued by Customer's representative will be provided on vendor's written intimation with relevant details regarding readiness of items for dispatch. Where payment of Octroi duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by Purchaser at actual after receipt of vendor's bills along with 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be drawn / issued in the name of 'Mazagon Dock Limited' only Where payment of VAT, Sales Tax, Excise Duty is agreed to and stipulated in the Purchase Order / Contract, the same will be reimbursed by the Purchaser at actual after receipt of vendor's bills along with proof or declaration to the satisfaction of purchaser for payment of such taxes by the vendor to appropriate Tax authorities.

A-10 .2 Bidders to note that there are no provisions in the notification issued by Ministry of Finance for issuing the Custom Duty exemption Certificates & Excise Duty Exemption Certificates in favour of sub-vendors / collaborators and for increase in the figure of import content value specified in the purchase order

A-11 (A-120) DEMURRAGE

A-11.1. Storage and Demurrage charges will be payable by the Bidder / Vendor / Contractor for all shipments that reach purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Supplier shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing.

A-12 (A 130). INSPECTION, TESTING

A-12.1.The ordered items will be inspected either by Classification Society / Nominated Agency and or by Inspection Officer nominated by Purchaser at stages defined in the tender / Purchase Order or as agreed to be defined subsequently in terms of the Purchase Order.

A-12 .2 The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Vendor / Contractor.

A-12 .3 The Bidder / Vendor / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

A-13 (A 140) RECEIPT INSPECTION BY MDL

A-13.1. MDL shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by MDL Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified / replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates

A-14 (A 150) REJECTION OF MATERIALS

A-14.1. Should the articles, or any portion thereof of the equipment be found defective / rejected, the Bidder / Vendor / Contractor shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Bidder / Vendor / Contractor of such rejection. The Purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal.

A-15 (A 170) PURCHASER'S RIGHT TO ACCEPT ANY BID, PART OF BID AND TO REJECT ANY OR ALL BIDS.

A-15.1 The Purchaser reserves the right to accept and or reject any or all tenders and or to withdraw the tender in Toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for MDL action.

A-16 (A 190) BIDDER'S RESPONSE IN CASE OF NO PARTICIPATION

A-16.1 The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.

Enclosure-4

Acceptance Form for General Terms And Conditions (GT&Cs)

To,
Mazagon Dock Limited
Purchase Department

Tender No. GM (M)/RSP/2000000730

dated 04.11.2009

due on 11.12.2009

| GT&Cs Clause No. | | Bidder's Remark Acc. / Dev. | GT&Cs Clause No. | | Bidder's Remark Acc. / Dev. |
|------------------|-------------------------------------|--------------------------------|------------------|---|--------------------------------|
| A 1(A-10) | Acceptance of Order / Contract | | A 9(A-100) | Freight & Insurance | |
| A 2(A-20) | Security Deposit. | | A 10(A-110) | Taxes & duties / statutory levies | |
| A 3(A-30) | Forfeiture of EMD / bid bond. | | A 11(A-120) | Demurrage | |
| A 4(A-40) | Forfeiture of Security Deposit. | | A 12(A-130) | Inspection, Testing | |
| A 5(A-50) | Forfeiture of Performance Guarantee | | A 13(A-140) | Receipt Inspection by MDL | |
| A 6(A-60) | Supplies | | A 14(A-150) | Rejection of materials | |
| A 7(A-80) | Cancellation of Order | | A 15(A-170) | Purchaser's right to accept any bid, part of bid and to reject any or all bids. | |
| A 8(A-90) | Preservation and maintenance | | A 16(A-190) | Bidder's response in case of no participation | |

Company's Name & Address:

Date:

Signature:

Name:

Designation:

Bidder's Company Seal:

Notes:

- 1) Bidders should carefully read the General Terms & Conditions (GT&C) of the Tender Enquiry prior to filling up this acceptance format.
- 2) This format should be properly filled, signed and returned by the bidder(s) along with their technical offer for considering their Bid.
- 3) Bidder(s) should indicate "ACC" for Accepted, "DEV" for Deviation Taken for each clause number in the above table.
- 4) Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.
- 5) Clause numbers shown in the above format also includes the sub-clauses under these clauses. For example Clause no. A-10 means – Clause nos. A-11, A-12, A-13.

RATE SCHEDULE FORMAT*(For Indigenous Vendors)***Tender No. GM (M)/RSP/200000730****dated 04.11.2009****due on 11.12.2009**

| Sr No | Description | (Applicable % to be quoted in terms of % . If not payable, “NOT PAYABLE” should be stated) | |
|-------|--|--|----------------------------|
| | | Qty. Nos. | Basic Unit Rate (Rs./Unit) |
| 1 | Basic Cost of Three Roll Section Bending Machine along with accessories | 1 (One) | |
| 2 | Excise Duty (E.D) @-----%- | | |
| 3 | Educational Cess Tax @ ---% (on E D) | | |
| 4 | C S T / VAT @-----% | | |
| 5 | Octroi Charges @ -----% | | |
| 6 | Inspection/Testing charges in Rs. | | |
| 7 | Training | | |
| 8 | Installation / Commissioning charges | | |
| 9 | Taxes on Installation / Commissioning charges. | | |
| 10 | Other Charges (if any). | | |

Note:

1. The incidences against each head mentioned shall be clearly specified and not to be included in the basic rates. If however, there is no charge against any head, the vendor may state ‘**NOT APPLICABLE**’ against such row.
2. Rate schedule format blanking the Rates and indicating percentage of E D, S T (C S T,/VAT) applicable & so indicated under Description column must be submitted along with Part-I (Techno-Commercial) Bid.
3. The Rate Schedule Format should be quoted on your letter head duly authenticated with signature of authorised person.
4. Firm to quote separately for 2 year recommended maintenance spares indicating Part No., Quantity, rate along with validity of rates etc. (Based on the requirement, MDL may or may not buy these items). It will not be considered for the evaluation of L1 bidder.

RATE SCHEDULE FORMAT
(For Overseas vendors)

Tender No. GM (M)/RSP/2000000730

dated 04.11.2009

due on 11.12.2009

To,
MAZAGON DOCK LIMITED
PURCHASE DEPARTMENT

| Sr No | Description: | Qty. Nos. | Rate Applicable to be quoted If not 'payable' 'Not payable' should be quoted | | |
|-------|---|------------|---|-----------------|--------------------|
| | | | Rate Base | Rate (Rs./Unit) | Total Amount (Rs.) |
| 1 | Supply, Installation, Commissioning , Testing & Trial of Three Roll Section Bending Machine | 1 (One) | FOB Basis | | |
| | | | C & F Basis | | |

Note:

- 1 Port of dispatch to be clearly specified
- 2 Rate schedule format blanking the Prices must be submitted along with Part-I (Techno-Commercial) Bid.
- 3 The Rate Schedule Format should be quoted on your letter head duly authenticated with signature of authorized person.
- 4 Firm to quote separately for 2 year recommended maintenance spares indicating Part No., Quantity, rate along with validity of rates etc. (Based on the requirement, MDL may or may not buy these items). It will not be considered for the evaluation of L1 bidder.

Enclosure-6

LOADING FACTORS FOR RANKING OF BIDS
(ILLUSTRATIVE FORMAT)

A

| Sr.No. | Description | Foreign Supplier | Indigenous Supplier |
|---------------|---|---|---|
| 1 | Basic price Quoted | a) FOB b) C&F | a) Ex Works b) Delivered to MDL stores |
| 2 | Add: insurance charges | Incase of 1(a) | In case of 1(a) |
| 3 | Add Sea/Air Freight charges / Inland Road Transport | Incase of 1(a) | In case of 1(a) |
| 4 | Customs Clearance / Port Handling / Transportation to Yard | In either case i.e. FOB or C&F Price | NIL |
| 5 | Cost (ex-MDL) excluding taxes & duties without loading towards any deviations | Sr.Nos. (1+2+3+4) if FOB price quoted OR C&F price + Sr.No.4 | Sr.Nos. (1+2+3) |

B Loading due to variations in Financial Term.

| Sr.No. | Description | Foreign Supplier | Indigenous Supplier |
|---------------|--|-------------------------|----------------------------|
| 6 | Variation in payment Terms | | |
| 7 | Cost (ex-MDL) excluding taxes & duties after loading for variations in financial term. | Sr.Nos. 5 + 6 | |

C Loading on Account of deviations in following commercial terms

| Sr.No. | Description | Foreign Supplier | Indigenous Supplier |
|---------------|---|----------------------------------|----------------------------|
| 8 | Security Deposit / Contract performance guarantee. | | |
| 9 | Equipment Performance guarantee | | |
| 10 | Additional delivery period sought over stipulated period as per Tender | | |
| 11 | Additional time sought for supplying binding data. | | |
| 12 | Liquidated damages per week rate / maximum ceiling | | |
| 13 | Warranty / Guarantee | | |
| 14 | Cost (ex-MDL) excluding taxes & duties after loading for variations on account of financial and commercial terms. | Sr.Nos.7 + 8 +9 + 10 +11+ 12 +13 | |

D. Landed Cost:

| Sr.No. | Description | Foreign Supplier | Indigenous Supplier |
|---------------|--------------------|-------------------------|----------------------------|
|---------------|--------------------|-------------------------|----------------------------|

Enclosure-12

LETTER OF CREDIT FORMAT FOR SHIPMENT BY SEA / AIR

| | | | |
|-----|------------------------------------|---|---|
| 40A | Form of Documentary Credit Type | : | IRREVOCABLE |
| 20 | Transaction Reference Number | : | |
| | Documentary Credit Number | : | |
| 31C | Date of Issue | : | |
| | Date | : | |
| 31D | Date and Place of Expiry | : | |
| | Date | : | |
| | Place | : | NEGOTIATING BANK |
| 51A | Applicant Bank | : | |
| | BIC | : | BANKERS OF MDL,MUMBAI |
| 50 | Applicant | : | |
| | Name & Address | : | MAZAGON DOCK LTD. DOCKYARD ROAD, MAZAGON, MUMBAI – 400 010 |
| 59 | Beneficiary | : | |
| | Name & Address | : | |
| 32B | Currency Code, Amount | : | |
| | Currency | : | |
| | Amount | : | |
| 39A | Percentage Credit Amount Tolerance | : | |
| | Tolerance 1 | : | |
| | Tolerance 2 | : | |
| 41D | Available with ...By.... | : | |
| | Name & Address | : | |
| 42C | Draft at | : | |
| | Narrative | : | SIGHT/NEGOTIATION |
| 42D | Drawee | : | |
| | Name & Address | : | BANKERS OF MDL,MUMBAI |
| 43P | Partial Shipments | : | |
| | Narrative | : | ALLOWED/NOT ALLOWED |
| 43T | Transshipment | : | |
| | Narrative | : | ALLOWED/NOT ALLOWED |
| 44A | Loading on Board / Dispatch | : | |
| | Narrative | : | AIRPORT / SEAPORT (AS PER TENDER ENQUIRY/ORDER) |
| 44B | For Transportation to | : | |
| | Narrative | : | AIRPORT / SEAPORT (AS PER TENDER ENQUIRY/ORDER) |
| 44C | Latest Date of Shipment | : | |
| | Date | : | |
| 46A | Documents required | : | |
| | Narrative | : | (AS PER TENDER ENQUIRY) |
| 47A | Additional conditions | : | |
| | Narrative. | : | 1. ALL DOCUMENTS SHOULD BE MARKED WITH IEC CODE NO.0388070412, LC NO. AND DATE AND IMPORT UNDER NON-NEGATIVE LIST OF IMPORT EXPORT. POLICY AM |

| | | |
|-----|--|---|
| | | 2. DISCREPANT DOCUMENTS TO BE SENT STRICTLY ON COLLECTION BASIS. |
| 71B | Details of charges Narrative | : ALL FOREIGN BANK CHARGES OUTSIDE INDIA ARE FOR THE BENEFICIARY'S ACCOUNT. |
| 48 | Period for presentation Narrative | : WITHIN ----- DAYS FROM THE DATE OF BILL OF LADING /AIRWAY BILL. |
| 49 | Confirmation instructions Instruction | : WITHOUT |
| 53D | Reimbursing Bank Name & Address | : BANKERS OF MDL WILL SPECIFY |
| 78 | Instructions to the Paying/ Accepting Bank Narrative | : BANKERS OF MDL WILL SPECIFY |
| 72 | Sender to Receiver Information Narrative | : BANKERS OF MDL WILL SPECIFY |
| 47A | Additional conditions Narrative. | : 1. ALL DOCUMENTS SHOULD BE MARKED WITH IEC CODE NO.0388070412, LC NO. AND DATE AND IMPORT UNDER NON-NEGATIVE LIST OF IMPORT EXPORT. POLICY AM 2. DISCREPANT DOCUMENTS TO BE SENT STRICTLY ON COLLECTION BASIS. |

FMT/MP/PM/APPNDX – 8.14/ TB/GL

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS

MODE OF DESPATCH

1. The goods may be despatched by sea or if more uneconomical by parcel post.
SPECIMEN SHIPPING CLAUSE FOR LINER CARGOES.

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

Shipping arrangements will be made by the Shipping Co-ordination & Chartering Division, Ministry of Shipping & Transport, New Delhi (Cable: TRANSCART), their respective Forwarding Agents / Nominees as mentioned below to whom adequate notice of not less than six weeks about the readiness of cargo for shipment, should be given by the Contractor / Suppliers from time to time for finalising the shipping arrangements.

| Area | Forwarding Agents / Nominees |
|--|--|
| a) U.K. (including Northern Ireland) (Also Eire) the north continent of Europe (West Germany, Holland, Belgium, France, Norway, Sweden, Finland & Denmark) and ports on the continental seaboard of the Mediterranean (i.e. French & Western Italian Ports) and also Adriatic Ports. | M/s. Panalpina Welttransport GMBH Spaldingster- 64 D-20097, HAMBURG Tel : +49 40 23771 126 Fax : +49 40 23771 1106 |
| b) U.S.A. & Canada | M/s. Dyson Shipping Company Inc. The World Trade Centre, Suite 1933, New York N.Y. 10048. U.S.A. Cable: DYSONCO NEW YORK |
| c) Japan | The First Secretary, (Commercial) Embassy of India, Tokyo, JAPAN. Cable: INDEMBASSY TOKYO |
| d) Australia | |
| e) Black Sea Ports of Bulgaria Rumania | The Shipping Corporation of India Limited. Shipping House, 229-232, Madame Cama Road, Mumbai - 400 021. Cable : SHIPINDIA MUMBAI |

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS (CONTD)

| | |
|--|--|
| f) Polish Ports | <p>The Secretaries, Indo-Polish Shipping Services, C/o, Shipping Corporation of India Limited. Shipping House, 229-232, Madame Cama Road, Mumbai - 400 021. Cable : SHIPINDIA MUMBAI for INDOPOL</p> |
| g) Other areas (excluding the Black Sea Ports of U.S.S.R. & Rostock (GDR). | <p>The Secretaries, Indo-Soviet Shipping Services, C/o, Shipping Corporation of India Limited. Shipping House, 229-232, Madame Cama Road, Mumbai - 400 021. Cable : SHIPINDIA MUMBAI for SOVINSHIP</p> <p>Shipping arrangements will be made directly or through Shipping Corporation of India Limited. Shipping House, 229-232, Madame Cama Road, Mumbai - 400 021. Cable : SHIPINDIA</p> <p>MUMBAI</p> |

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 this 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 Grindstead, Sussex, U.K. for providing shipping space and also inform the shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi. (Cable : TRANSHART, 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)

- i. The non-negotiable copies of the bills of lading indicating the gross freight amount and rebate allowed should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping & Transport, New Delhi, after the shipment of each consignment is effected.

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS (CONTD)

5. PARCEL POST METHOD OF DESPATCH TO INDIA

- a. The goods must be packed suitably for postal despatch to India, and the parcel must be addressed to M/s. Mazagon Dock Limited., Mazagon, Mumbai 400 010, showing the Order Number, Item Number(s) and the Import Licence 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 despatch 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 colour 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 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.

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS (CONTD)

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 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.
- b. Six copies of signed invoice showing item wise, FOB prices along with packing lists.
- c. Certificate confirming that three copies of Invoice, Packing List, Non-negotiable copy of Bill of Lading / Airway Bill have been airmailed directly to us immediately on shipment.
- d. Certificate of country of origin in triplicate.
- e. Warranty certificate in triplicate.
- f. Six copies of Manufacturer's Works Test Certificate / Shop Test Certificate.
- g. Six copies of Certificate of Inspection and Approval from ABS / LRS / DNV / DOT or any other nominated inspection authority, (whichever is applicable).
- h. Certificate to the effect that copies of Instruction / Operation / Maintenance Manuals have been directly forwarded to the openers by the beneficiary.
- i. 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.
- j. Certificate regarding penalty vis-à-vis delivery schedule.
- k. A performance bank guarantee of 5% of the order value in the format issued in the order (original + 2 xerox copies). The bank guarantee is to be valid during the tenure of the guarantee period 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 F.O.B. 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 authorised 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 goods and services to the value of _____s, d,
_____ [amount in words] as shown in the attached invoice were supplied under
Contract No. _____ dated _____ .

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS (CONTD)

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

Insurance will be arranged through M/s 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 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 _____

F.O.B. Value _____

Nett Freight _____

15. The cost of insurance and freight will be paid in India in convertible Indian Currency.

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 despatch 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.

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS (CONTD)

18. The wharfage and demurrage will be to Contractor / Supplier's accounts for all shipments that reach us without bill of lading properly endorsed and accompanied by packing lists and invoices. The supplier shall be responsible for fines or increased customs charges due to errors or commissions in description, weight or measurement and for increased customs or wharfage and handling charge due to improper packing. It is also a condition of purchase that storage and demurrage payable to port authorities at the port of discharge in respect of shipment arriving before the actual receipt of the shipping documents will be borne by the Contractor / Supplier.

19. GENERAL

Immediately on receipt of import licence for the import of the stores, an intimation will be given to the suppliers of the grant of licences, indicating the limiting factor and validity period. It must be ensured that shipment is made within the validity period of the licence as it is difficult to obtain extension of the validity period from the licensing authorities. However, no shipment must be effected without intimation of import licence particulars from us. A Photostat copy of the list of goods as approved by the licensing Authorities in India will also be supplied. To avoid difficulty in clearing the shipment through local customs the description and quantity as given in the invoice should confirm strictly to those indicated in the list of goods that will be supplied.

20. The shipping instructions herein shall be closely observed. All invoices shall bear the number of order. Packing list must show the seller's name, order number, nett and gross weight, outside dimensions and the markings if each package. Where materials covered by different order numbers are shipped in the same case, separate invoices and the packing lists must be made out for each order number. Wherever possible, material covered by two or more orders shall not be shipped in the same package. Four copies of all documents including packing lists should be forwarded, two sets before shipment is effected.

21. A certificate or consolidated statement of accounts should be issued to us in triplicate, indicating therein the final value at which the contract has been finally settled and the evidence of total remittance received against the order with a breakdown, wherever partial shipment were effected against individual invoices.

21. EXTRACTION FROM THE BROCHURE REGARDING INSTRUCTIONS ON SHIPPING ARRANGEMENTS FOR GOVERNMENT OWNED / CONTROLLED CARGOES. (ANNEXURE VI)

Freight Rebates Agreements currently in force with a view to securing special freight reduction for general Liner Cargoes (imports) shipped on Government account, the Ministry of Shipping & Transport have entered into transportation agreements from time to time with the Conferences / Shipping Lines covering the following trade routes.

a) Shipments from U.K. / Continent.

- i. Agreement with the India, Pakistan, Bangladesh Conference covers all Governmental cargoes emanating from U.K. - including Northern Ireland (also EIRE), North Continent of Europe (West Germany, Holland, Belgium, France, Norway, Sweden, Denmark and
- ii. Finland), French and western Italian Ports on the continental seaboard of the Mediterranean, and the Port of Rostock in the German Democratic Republic.
- iii. Shipments on F.O.B. or FAS terms, arranged through the accredited forwarding agents of the Government of India will be entitled to an immediate rebate of 15% off gross Tariff rates.

SAMPLE FORMAT OF SHIPPING INSTRUCTIONS (CONTD)

- iv. Immediate rebate will be 9 1/2 % off the gross Tariff rates in respect of **(a)** cargoes which are intended for sale or disposal commercially wither in their original or subsequently manufactured state **(b) parcels** of fertilizers and heavy chemicals, not subject to special quotations. Items of cargoes which are confirmed to STC / MMTC's monopoly will however receive 5% extra rebate in respect of FOB / FAS contract and 5% extra rebate in respect of C&F / CIF / OR / TURNKEY Contracts.
- v. For shipment of cargoes on CIF / C&F Turnkey terms, the Member Lines will grant an extra rebate of 5% on U.K. / North Continental Gross Tariff rates to Government consignees in addition to the 9 1/2% immediate rebate admissible to the contract shippers, i.e. the foreign suppliers (or 10% deferred commission to non-contract foreign suppliers) provided the same is claimed by the Government Consignees within one year from the date of Bill of Lading. For this purpose, two copies of non-negotiable Bill of Lading indicating the gross freight amount thereon are required to be made available to the Shipping Co-ordination Officer in the Ministry of Shipping and Transport by the Suppliers / importers for necessary endorsement on one such copy and return to the Port Consignee for presenting to the carriers' agents for obtaining the extra 5% rebate on freight. The claim will be rejected if not referred by the consignee to the carriers' port agents within a period of one year from the date of Bill of Lading.
- vi. Extra rebate will not be payable in respect of cargo covered by a specially reduced freight quotation to the CIF / C&F FOR / Turnkey supplier or shipper.
- vii. All contracts placed on CIF / C&F FOR / Turnkey terms should include a stipulation that only vessels belonging to the Member Lines of the Conference will be utilised for carriage of cargoes covered by such contracts. If conference space is not available for any specific shipment, the Government shall have the right to seek dispensation to use other flag vessels.
- viii. In absence of original Bills of Lading after confirming the Government of India has title to the goods the Lines Agents in India will release the cargo against a Letter of Indemnity given by the Government of India, Government Department / Undertaking / Projects / Director of Supplies Embarkation Commandant at the port of discharge. The original Bills of Lading will be presented within one year of issuing of Letter of Indemnity.

The bidder shall submit Non-Disclosure Agreement in enclosed format on Rs 200/- Non-Judicial Stamp Paper

NON DISCLOSURE AGREEMENT.

THIS agreement made at Mumbai, India on this _____ day of _____ 2008 between Mazagon Dock Ltd. a company registered office under Indian Companies Act 1917 and having its registered office at Dockyard Road, Mumbai – 40010 (Hereinafter referred to as MDL / Providing Party) and M/S _____ a company / Firm registered / principal office at _____ (Hereinafter referred to as Receiving Party).

WHEREAS MDL / Providing party and Receiving Party are required to exchange of certain confidential information among themselves in pursuance of the tender for _____.

AND WHEREAS, MDL / providing party agree to give the confidential information to the Receiving party / _____ / provided the receiving party / (_____) agree to execute a non-disclosure agreement for safeguarding MDL / Providing Party its rights / interest on the said confidential information.

NOW THEREFORE, the PARTIES agree as follows:-

1. As used in this agreement (hereinafter referred to as “The Agreement”) the term “Confidential Information” shall mean any technical information or data disclosed by MDL / Providing Party pursuant to this Agreement to the Receiving party either in writing or orally, and including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models or any means of disclosing such Confidential Information that MDL / Providing Party may elect to use during the validity of this agreement.
2. Nothing in this agreement may be construed as compelling MDL / Providing Party to disclose any Confidential Information to the Receiving Party, or to enter into any contractual relationship with the receiving party.
3. Any information or data whatever form disclosed by MDL / Providing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this agreement.
4. The Receiving Party hereby covenants that the Confidential Information received from MDL / Providing Party shall:
 - a. Be safely kept by the Receiving Party: the Receiving Party shall protect the Confidential Information with the same degree of care as the receiving party uses with its own

confidential information in order to prevent its disclosure., copy and / or its use (but in no event less than reasonable care) for other purposes / than the study requested by MDL / Providing party.

- b. Be only disclosed and used by those employees or directors who have a need to know.
 - c. Not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
 - d. Information of which MDL / Providing Party authorities in writing the Disclosure.
5. The Receiving Party shall promptly upon request by MDL / Providing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies of and extracts made thereof.
6. The Receiving Party shall have no obligation or restrictions with respect to :
- a) Information publicly known through no wrongful act of the Receiving Party.
 - b) Information rightfully disclosed by a third party without breach of this agreement and which can be communicated without restrictions.
 - c) Information which was already known or which was independently developed by the Receiving Party (Provided that the Receiving Party can demonstrate the same).
 - d) Information of which MDL / Providing Party authorizes in writing the disclosure.
7. Noting in this Agreement shall be construed as granting to the receiving Party any patent, copyright or design license or rights of use under similar industrial property rights.
8. This agreement shall apply to confidential Information disclosed within the scope of studies requested by MDL / Providing Party as from the date of signature of this Agreement and provide always that consultations and purchase orders placed by MDL / Providing Party shall expressly make reference to this Agreement.
9. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.
10. Any dispute arising in connection with or out of the validity, performance or the interpretation of this agreement, shall be finally settled by the competent jurisdiction in Mumbai.

In respect whereof, this Agreement has been executed in two (2) originals.

Signed by the within named
MDL / Provider

Signed by the within named
Receiver

In the presence of

In the presence of

MAZAGON DOCK LIMITED
TENDER OPENING RECORD SHEET

Number of Quotations Received: _____

Signature(s) of Tender Opening officer(s): _____

Tender No. : Tender No. GM (M)/RSP/2000000730

Tender Date: 04.11.2009

Closing Date: 11.12.2009

Description of Materials:

| Sr. No. | Description & Specification of Item | Unit | Quantity required | Delivery From the date of order Months/Weeks |
|----------------|---|-------------|--------------------------|---|
| 1. | Supply, Installation, Commissioning , Testing & Trial of Three Roll Section Bending Machine | No. | 01 (One) | 6 Months |

Tender Enquiry sent to:

| Sr. No. | Vendor Name |
|----------------|--------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |