

**Clarification-2 for 100 T LL Crane  
Tender No: MMP/LLC/100T/01 dt. 24.11.08**

**Volume – I**

Sr. No	Clause	Bidder's Query	MDL/HNBV's Reply
1	CI-13, Tender Data	Tender Security is too high. Whether Tender Security has to be submitted?	There is no change in the Tender Security Value. The tender security can also be submitted in the form of Bank Guarantee. Please refer clause 13.3, Vol-I of the tender document.  Revised Format of Tender Security Enclosed.

**Volume – II**

1	CI-1.1.3.7 General conditions of contract.	Please refer CI-1.1.3.7 General conditions of contract, Defect Notification Period. We are not clear about our scope of responsibilities and type of services required under the same period.	Please refer Clause No-82 (Vol-III, Page-54) and Clause no-11 of "Conditions of Contract for Plant and Design-Build", first edition 1999 published by FIDIC.
2	CI-13.6, Particular conditions of contract/Schedule-V Day work Schedule	Please refer CI-13.6 of day-work and Proforma schedule-V for day-work, we are unable to understand the applicability of the same. Please clarify the following.  1. At what point of contract schedule and for what type of work, the rates quoted in schedule-V will be applicable, as we have already quoted the cost of erection/installation in price schedule-I  2. Is there any other details required other than daily rate for the services mentioned in schedule-V	Please read the clause in conjunction with Clause no-13.6 of "Conditions of Contract for Plant and Design-Build", first edition 1999 published by FIDIC.

**Volume – III : Employers Requirements**

1		We would like to confirm about the hook path. Hook path of main hoist shall be maximum 1000 mm and load movement of main hoist shall be of maximum 2000 mm.	Agreed.
2	CI-28.2 (d)	We would like to change the slewing speed from 0.5 rpm to 0.3 rpm.	Tender condition stands.
3		We would like to select the boom straight down (boom rest position) condition	Agreed. However conditions in CI-47.2 (The jib must be capable of being lowered to the ground for rope changing and maintenance) stands.

## **BG format for Tender security**

WHEREAS M/s. \_\_\_\_\_ (Herein After Called As 'The Tenderer') intend to submit a Tender (hereinafter called the Tender) to M/s. Mazagon Dock Limited, Mumbai (hereinafter named 'the BENEFICIARY') for the invitation to tender by Mazagon Dock Limited, Mumbai vide reference no. (Tender No.) \_\_\_\_\_ dated \_\_\_\_\_ for the requirement of (Description of Tender) \_\_\_\_\_.

Now, by this letter, we the undersigned (Bank Name & Address) whose registered office is at: \_\_\_\_\_ (herein after named the Bank or We) bind ourselves unconditionally and irrevocably for payment to the Beneficiary of the sum of (currency/amount) as Tender Security / Earnest Money Deposit to indemnify the Beneficiary in case of default. The conditions of the above obligations are such that if the Tenderer shall not keep their Tender being submitted to the Beneficiary, as set forth in the Instructions to Tenderer, valid and unaltered until six months from the due date of the Tender, viz. the Tenderer refused to sign a formal agreement in accordance with the terms of the tender or after having signed the agreement fail to furnish Performance Security, then this obligation remains in full force and effect, otherwise to be null and void.

In case this obligation is effective, we, (Bank's Name) undertake to pay to the Beneficiary any amount up to the above indicated sum, upon written request, without any demur or protestation and without reference to M/s. (Name of Tenderer) within 15 days from the date of such WRITTEN demand in any manner in which the BENEFICIARY may direct and also without the necessity of instituting and proceeding whether judicial or otherwise, at any time upon the TENDERER committing any one or more of the following:

- (a) Withdraws his tender during the validity period or any extension sought / granted thereof, or
- (b) varies or, modifies his tender in a manner not conforming to Tender Conditions and / or not acceptable to Mazagon Dock Limited, Mumbai during the validity period or any extension of the validity duly agreed to by the bidder, or
- (c) If the tenderer whose offer has been accepted, fails to furnish Security Deposit within twenty-eight days of award of the Order/Contract or by the date mutually agreed, whichever is later. \

We, (Bank's Name) agree that our liability to pay is not dependant on conditions on your proceedings against the Beneficiary and we shall be liable to pay an amount not exceeding the aforesaid amount as and when demanded by you merely on claim being raised by you.

We, (Bank's Name) undertake not to revoke this guarantee during its currency except with the previous consent of the BENEFICIARY in writing. The guarantee herein contained shall not be revocable by notice or by reasons of dissolution or winding up of the business of the TENDERER or any change in the constitution or composition of the TENDERER.

This guarantee shall remain valid, in case the Tender is accepted, until the due performance of the TENDERER resulting from such acceptance inclusive of furnishing Performance Security in a manner specified under Instructions to Tenderers in any other case until (Tender validity period + 35 days) unless a claim or demand is made on us in writing on or before (Tender validity + 28 days), we will be relieved and discharged from all liability thereunder.

We (Bank's Name) have power to issue guarantee in your favour under Memorandum and Article of Association and the undersigned has full power to do so under the Power of Attorney granted to him by the Bank.

After the here above mentioned date, the Guarantee shall lapse automatically without necessity to be returned to the Bank.

This guarantee shall be governed by Indian laws and the courts at Mumbai, India alone shall have the jurisdiction.

Signature of a person, duly authorised to sign on behalf of the Bank,

Name:

Bank Phone Number

Fax Number

Seal of the Bank

**Note:**

- i) Indigenous vendors to submit on non-judicial stamp paper of Rs. 100.00 from Nationalised / Scheduled Bank only.
- ii) Foreign Vendors / Tenderer to submit on letterhead of Bank of International repute.