

APPENDIX 'C'

**MAZAGON DOCK LIMITED
DOCKYARD ROAD, MAZAGON
MUMBAI - 400 010.**

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. Schenker & Co., 2000 Hamburg 11, P.O. Box No. 110320. Hamburg. Cable: SCHENKERCO HAMBURG Telex: 0213094
b) U.S.A. & Canada	M/s. Dyson Shipping Company Inc.
c) Japan	The World Trade Centre, Suite 1933, New York N.Y. 10048.
d) Australia	
e) Black Sea Ports of Bulgaria Rumania	
f) Polish Ports	
g) Other areas (excluding the Black Sea Ports of U.S.S.R. & Rostock (GDR).	U.S.A. Cable: DYSONCO NEW YORK The First Secretary, (Commercial) Embassy of India, Tokyo, JAPAN. Cable: INDEMBASSY TOKYO The Shipping Corporation of India Limited. Shipping House, 229-232, Madame Cama Road, Mumbai - 400 021. Cable : SHIPINDIA MUMBAI The Secretaries, Indo-Soviet Shipping Services, C/o, Shipping Corporation of India Limited. Shipping House, 229-232, Madame Cama Road, Mumbai - 400 021.

	<p>Cable : SHIPINDIA MUMBAI for SOVINSHIP</p> <p>The Secretaries, Indo-Polish Shipping Services, C/o, Shipping Corporation of India Limited. Shipping House, 229-232, Madame Cama Road, Mumbai - 400 021.</p> <p>Cable : SHIPINDIA MUMBAI for INDOPOL</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.</p> <p>Cable : SHIPINDIA MUMBAI</p>
--	--

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.

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.)

1. 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 the case may be) (The name and address of the Post consignee and ultimate consignee should be indicated)

2. 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.

3. 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.

4. 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.

5. 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.

1. Order packing cases to be clearly marked Made in _____
2. Containers in packing boxes to be marked Made in _____
3. Goods included in containers and packing cases to be marked either by stamping or tie labels with either :-
 - a. Made in _____ (Country of Origin)
 - b. Name of the manufacturers plus Country of Origin e.g.
SIR WILLIAM ARROL & CO. LIMITED. ENGLAND.

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

10. The following documents are to be airmailed to **MAZAGON DOCK 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 / BV / 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 _____ .
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 the New India Assurance Co Limited, Marine Insurance Department, Commerce Centre, Tardeo, Mumbai- 400 034, India. The details of shipment will be communicated to the underwriter by Mazagon Dock 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.

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.

22. 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.

1) 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 Finland), French and western Italian Ports on the continental seaboard of the Mediterranean, and the Port of Rostock in the German Democratic Republic.
- ii. 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.
- iii. 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.

- iv. 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 ½% 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.
- v. 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.
- vi. 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.
(vii) 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.