



निविदा पूछताछ
TENDER ENQUIRY

[एकल निविदा]
[SINGLE TENDER]

माझगांव डॉक शिपबिल्डर्स लिमिटेड
(भारत सरकार का उपक्रम)
MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Limited)
(A Govt. of India Undertaking)
CIN: L35100MH1934GOI002079
Dockyard Road, Mumbai 400 010
Website- www.mazagondock.in
Certified - ISO 9001: 2008 for Shipbuilding Division
GST ID : 27AAACM8029J1ZA

निविदा सं./Tender No	1700000738	विभाग/Department	P-17A COMMERCIAL
क्रय अधिकारी/Purchase Exec.	Namit Srivastava	क्रय अधिकारी/Purchase Exec.	Namit Srivastava
सेवा में /To		दूरभाष सं./Telephone No	23762736
		फैक्स सं./Fax No	23744709
		ई-मेल/E-Mail	nsrivastava@mazdock.com
दूरभाष सं./Telephone		निविदा सं./Tender No	1700000738
फैक्स सं./Fax		निविदा तिथि/ Tender Date	24.10.2025
ई-मेल/E-Mail		निविदा बंद की तिथि/Tender Closing Date	10.11.2025
		निविदा बंद होने का समय/Tender Closing Time	14:00:00
		आरएफक्यू सं./RFQ No	2160000626

निविदा शुल्क/Tender Fee	रु/Rs	0.00
बयाना राशि/EMD Amount	रु/Rs	0.00
पुर्व बिड बैठक तिथि और समय/Pre Bid Meeting Date & Time		,00:00:00
निविदा खोलने की तिथि और समय/Tender Opening Date & Time		12.11.2025,14:00:00
प्रस्ताव वैधता तिथि है/Offer should be valid up to		09.05.2026
सुरक्षा जमा/Security Deposit		0.00 %आदेश मूल्य का/PO value
वरीय बैंक जमानत /Perf. Bank Guarantee		5.00 %आदेश मूल्य का/PO value

(आगे के विवरण हेतु कृपया सम्बंधित नियम शर्तों को पढ़ें। सुनिश्चित करें कि कोटेशन और संबंधित पत्राचार के लिए विभाग का नाम, क्रय अधिकारी का नाम, निविदा संख्या, बंद होने का समय एवं तिथि एवं आरएफक्यू सं. अपने कोटेशनमें लिखें।)
Kindly read and refer relevant terms & conditions for further details. Do ensure to Quote Department Name, Purchase Executive 's Name , Tender Number, closing date & time and RFQ Number in your Quotation & related correspondence)

प्रिय महोदय/महोदया
Dear Sir / Madam ,

विषय /SUB:- SUPPLY OF CPP & SHAFTING SPARES FOR Y - 12654.

माझगाँव डॉक शिपबिल्डर्स लिमिटेड (एमडीएल) प्रतिष्ठित आपूर्तिकर्ताओं से निम्न हेतु, प्रतियोगितात्मक एकल बोली प्रणाली में बोली आमंत्रित करती है।

Mazagon Dock Shipbuilders Limited (MDL) invites Competitive - Bid from reputed suppliers for the following in **SINGLE BID** system.

क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date
00100	सामग्री सं./ Material Number :- HEXAGON SOCKET HEAD CAP SCREW सामग्री वर्णन/Material Description :HEXAGON SOCKET HEAD CAP SCREW 200729473 M6x65 A2-70	2 Number	27.02.2026

निविदा सं./ Tender No:- 1700000738		निविदा तिथि/ Tender Date:- 24.10.2025		आरएफक्यू सं./RFQ No:- 2160000626	
क्र सं. SL.No.	सामग्री / सेवा विवरण Material / Service Details	मात्रा / इकाई Quantity / unit	आपूर्ति तिथि Delivery Date		
00200	सामग्री सं./ Material Number :- Spare parts for force measuring system सामग्री वर्णन/Material Description :Spare parts for force measuring system 200856176 - Hydraulic block - Manpmater - Sensor - etc. without load cells and piping	1 SET	27.02.2026		
00300	सामग्री सं./ Material Number :- Pickup Unit PU-310 w/15m cable सामग्री वर्णन/Material Description :Pickup Unit PU-310 w/15m cable	1 Number	27.02.2026		
00400	सामग्री सं./ Material Number :- Analogue output terminal. KDU-200/ANABas सामग्री वर्णन/Material Description :Analogue output terminal. KDU-200/ANABasis	1 Number	27.02.2026		
00500	सामग्री सं./ Material Number :- Analogue output card. KDU-200/ANA-Out सामग्री वर्णन/Material Description :Analogue output card. KDU-200/ANA-Out	3 Number	27.02.2026		



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Section I - Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT): Mazagon Dock Shipbuilders Limited (MDL), Mumbai is India's leading Shipbuilding Company with ISO 9001:2015 accreditation. Mazagon Dock Shipbuilders Limited, invites offer in single bid system from M/S Kongsberg Maritime Netherlands BV through online bidding via MDL e-procurement portal (<https://eprocuremdl.nic.in>) for Items, i.e. Supply of spares of CPP & Shafting from M/S Kongsberg Maritime Netherlands BV for Y-12654 of P17A. Tender line item are inseparable and non-divisible.

2. The Tender Document.

- i) **Bidders must read the complete 'Tender Document'.**
- ii) Bids must be uploaded till the deadline for submission of bids. Bidders in their own interest are requested to upload their bids well in advance of tender closing date to avoid the last minute difficulties in uploading the bids. Request for extension, if at all to be made, shall be forwarded at least 3 working days in advance to the tender closing date / time (excluding tender closing date) with proper reasoning. **However, the extension would be granted by MDL on merit of the case at MDL discretion and would be binding on all bidders.**

3. Eligibility Criteria for Participation in this Tender: Subject to provisions in the Tender Document, participation in this Tender Process is open to only M/S Kongsberg Maritime Netherlands BV.

4. Submission of Bids: No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.

5. Disclaimers and Rights of MDL: The issue of the Tender Document does not imply that MDL is bound to select bid(s), and it reserves the right without assigning any reason to

- (a) reject any or all of the Bids, or
- (b) cancel the tender process; or
- (c) abandon the procurement of the Goods/Services; or
- (d) issue another tender for identical or similar Goods/Services.

Note: Please refer to appended TIS and the complete Tender Document for further details.

Tender Inviting Authority



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738
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Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Section II - Tender Enquiry Form (TEF)

1. DESCRIPTION OF WORK:

Supply of spares of CPP & Shafting Spares for Y-12654 of P17A.

2. SUBMISSION OF OFFER IN SINGLE BID SYSTEM:

Offer of items for this tender must be submitted in single bid (Technical + Price Bid).

The bidder shall ensure following are essentially included in the bid:

- (i) Blank rate sheet indicating quoted/not quoted against each line item (as per the format attached).
- (ii) Document pertaining to Land Border Clause of this tender to be submitted. (Format for same is enclosed)
- (iii) Acceptance of Tender terms, in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
- (iv) Bidder should enclose the additional documents as applicable to this tender. Bank details for payment.
- (v) Bidder contact details as per attached enclosure" Contact Details of the bidder
- (vi) Prices for each of the listed items has to be uploaded strictly in the prescribed format provided in the e-procurement portal. Bids received other than this given format will be rejected.

Note:

- 1) In any case it is mandatory to quote for all line items as per tender, then if it is found after opening of price bids that the price quoted for a particular line item is 'zero' or supplier has not quoted the price and left the price field blank, then supplier has to supply this/these items free of cost to MDL.

3. VALIDITY PERIOD OF OFFER:

Bid / Offer shall have the validity period of **180 days** from the tender closing date.

4. BID REJECTION CRITERIA:

a) Categorical Rejection Criteria:

The following conditions/deviations are non-negotiable and therefore any bid falling under these conditions/deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions/deviations post bid opening.

- i. Bids received after tender closing date and time.
- ii. Bid received other than through e-portal.

b) Liable for Rejection Criteria:

- i. Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.
- ii. Incomplete/misleading/ambiguous bids in the considered opinion of TNC/CNC.
- iii. Bids with technical requirements and/or terms not acceptable to MDL/Customers/External agency nominated as applicable.
- iv. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- v. Bidder not agreeing to furnish Performance Security for Equipment supplied or not agreeing for retention of equivalent amount by MDL up to the period till completion of contractual & warranty obligations.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

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Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

- vi. Non-Submission of Compliance Certificate w.r.t. Land Border Clause as per the Enclosed format.
- vii. Bidders not agreeing for Warranty period as specified in the tender.
- viii. Non-submission of Integrity Pact by the bidders duly signed on each page.
- ix. Any deviation sought, which is not accepted to MDL.

5. **PRICING / DELIVERY TERMS:** Firm shall quote the prices for the delivery on Incoterm CIF, Mumbai/JNPT port or CIP Mumbai Airport port basis for delivery at MDL. Order will be placed on CIF/CIP basis only.

The prices quoted shall remain firm and fixed during the currency of the order / contract unless agreed otherwise by MDL. Packing details such as size, weight etc. of the equipment/items to be mentioned.

Note: Supplier shall send Signed Invoices, Packing Lists, Bill of Lading/AWB in line with the Incoterm CIF, Mumbai/JNPT port or CIP Mumbai Airport port and Country of Origin Certificate to MDL immediately after the dispatch of material.

6. **TAXES & DUTIES:**

- a) Taxes & duties as applicable to be borne by buyer & seller in their own country i.e MDL will bear the taxes & duties applicable within India and for outside India same will be borne by seller/bidder.
- b) End User Certificate if applicable. Format to be provided by vendor immediately after placement of order.

7. **MODE OF DISPATCH:** Air/Sea.

8. **DELIVERY PERIOD/COMPLETION SCHEDULE:** Delivery date is PO date +14 weeks

The delivery dates mentioned in RFQ against each line item are for indicative purpose.

Part Delivery: Acceptable.

9. **INSPECTION:** User

- a) **Receipt Inspection:** User Berth 12654 shall carry out necessary inspection of the items on receipt in the MDL on the basis of appropriate MDL Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by MDL inspection team/WOT 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.
- b) **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.

10. **PAYMENT TERMS:**

- a) Advance payment is not applicable for this tender.
- b) On receipt of Invoice, 100% Payment shall be made through direct remittance within 15 days of receipt and acceptance of material in MDL premises and as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc. as applicable. (Delivery term is as per para 05 of tender).



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Note: If PSBG is not submitted, then the equivalent amount shall be retained.

c) Part Payment: Part Supply, Part Payment shall be applicable.

11. PAYMENT MODE: Payments to firm will be made through direct remittance from bank for all line items post receipt and acceptance of material in MDL premises.

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

12. WARRANTY / GUARANTEE:

a) Material shall have warranty of 12 months from the date of receipt of item in MDL.

b) The Supplier cannot absolve his responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.

c) If the defects are not remedied within a reasonable/stipulated time, MDL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to MDL's rights under the contract.

d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to MDL.

13. PERFORMANCE SECURITY (PS):

a) Separate Performance Security for an amount equal to 5% of each order value (excluding taxes, duties) shall be submitted.

b) Performance Security is to be furnished within 25 days after notification of the award of contract and it should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations.

c) Performance security may be furnished in the form of NEFT / Demand Draft / Pay order / Bank Guarantee / Insurance Security Bond / e-Bank Guarantee in favour of Mazagon Dock Shipbuilders Limited, Mumbai from the list of Banks approved by SBI / Canara Bank published on MDL website.

d) PS can also be remitted online through MDL website: <https://www.mazagondock.in/OnlinePayment.aspx>. Or one can find Online payment tab on MDL website home page as under:

- Go to www.mazagondock.in
- Click on Online payment tab available on home page.
- 4 option viz. Career, Tender, Security, Scrap/ Disposal will be available.
- Click on the Tender tab and make the payment online using Debit cards, Credit Cards, Net banking, BHIM/ UPI etc. after filling the required details.

e) Further, the bidder should specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same. The duly filled & signed copy of annexure is to be submitted to respective dealing commercial executives.

f) In cases where the supplier / contractor has not submitted the PS and already commenced supply / services, dealing commercial executives shall advise Finance department for withholding the PS from his bills if any. In such case, interest is to be recovered for the period starting from 26th day of transmission / notification of order/contract by any mode and amount involved at the relevant rate of interest. For foreign supplier, the interest will be EUROBOR/LIBOR plus 2%.

g) In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) - an international convention regulating international securities.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

- h) PSBG shall be valid for validity period of PSBG plus four weeks for settlement of claim.
- i) The performance security will be forfeited and credited to MDL's account in the event of a breach of contract by the contractor. It will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.
- j) Where the duration of contract is very long and banks are unwilling to issue BGs for long duration, rolling bank guarantee towards performance security can be submitted where it will be valid for at least one year with claim period of three months within which the same can be extended for further period by amendment.
- k) Performance security on reducing balance can be accepted when the contract period extends beyond one year. This will be effective on completion of one year and thereafter on six monthly / yearly bases.
- l) No exemption can be granted to any unit including MSME, SSI units and MDL Registered Supplier.
- m) In case of failure to submit performance security deposit by the supplier within 25 days of transmission / notification of order by any mode, the EMD will be forfeited (if available) and MDL reserves the right to cancel the order and invoke the risk purchase clause.
- n) In the event of defects due to poor workmanship leading to non-performance of the Equipment/Item and bidder failure to attend the defects within a reasonable period of time, the PSBG will be encashed by MDL. MDL's decision in this regard shall be final and binding on the supplier / contractor.
- o) In the event of postponing of delivery of deliverables/services or extension of guarantee desired & sought by MDL, the Performance Security has to be extended and its amendment charges shall be borne by MDL.

14. **LAND BORDER:**

- a) This clause is applicable for bidders from a country which shares a land border with India" for the purpose of this order means: -
 - i) An entity incorporated, established or registered in such a country; or
 - ii) A subsidiary of an entity incorporated, established or registered in such a country;
 - iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv) An entity whose beneficial owner is situated in such a country; or
 - v) An India (or other) agent of such an entity; or
 - vi) A natural person who is a citizen of such a country; or
 - vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- b) Bidders from a country sharing land border with India shall Mandatorily requires registration with registration Committee by the Department for promotion of Industry and Internal Trade (DPIIT). Registration shall not be applicable for the bidders from those country to which the Government of India has extended Line of credit or in which the government of India is engaged in development project.
- c) Order issue by ministry of Finance department of expenditure Vide OM 6/18/2019-PPD dated 23 July 2020 and 24 July 2020 shall be applicable.

15. **PUBLIC GRIEVANCE CELL:** A public grievance cell headed by Shri R. R. Kumar, ED (EY) has been set up in the company. Members of public having complaints or grievances are advised to contact above Authorities on Wednesday between 10.00 hours and 12.30 hours in his office at 3rd Floor, West Block, Mazagon Dock Shipbuilders Ltd or send their complaints / grievances to him in writing for redressal. Telephone No. is 23762106(MDL).

16. **OPTION CLAUSE:** MDL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the



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contract. Such an option shall be available during the original period of contract. Option quantity during extended delivery period is limited to 50% of balance quantity after original delivery period.

17. BREACH OF OBLIGATION CLAUSE WITH RESPECT TO BID SUBMITTED:

In case of breach of any obligation mentioned under, the bidder shall be disqualified/debarred from the bidding process for a period of one year from the date of notification,

- i. Bidder has withdrawn/modified/amended/impaired / derogated from the tender during the period of bid validity.
- ii. Bidder fails or refuses to execute the contract upon notification of acceptance of Bid by the purchaser during the period of bid validity.

18. CORRIGENDUM TO TENDER DOCUMENT:

Before the deadline for submitting bids, MDL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing a corrigendum. The corrigendum shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigendum to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigendum. Any corrigendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum into account in preparing their bids, MDL may suitably extend the deadline for the bid submission, as necessary. After MDL makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

19. Additional Instructions:

- (a) Bidder shall abide to all tender terms & conditions including General Conditions of Contract (GCC).
- (b) The bidder shall also abide to all statutory requirements, Official Secret Act 1923, Security and Safety Rules as per references, which are part of this tender. If contractors' employees are not adhering to the health, safety and environment norms and the contractors not equipping their employees with suitable safety gears, will be viewed seriously. For non-adherence to above will be levied as per extant guidelines of Security and Safety Rules prevailing time to time, to the contractor without prejudice to other rights to enforce the safety requirements.
- (c) MDL shall not be bound by any printed conditions or provisions in the sellers bid forms or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender terms / final negotiated & accepted terms.
- (d) In case of improper on-line filling or non-submission of Acceptance formats for Tender Enquiry Form (TEF), GCC, it shall be presumed that all our tender terms & conditions are acceptable to the bidder.
- (e) Wherever the clauses in tender document (Part A) are getting repeated in GCC, then in such cases bidders are requested to refer the clauses in the tender doc (Part A) and offer their comments/acceptance, accordingly.

20. E-PORTAL AND E-TENDER GUIDANCE:

- (a) Instructions to the Bidders to visit <https://eprocuremdl.nic.in> and submit the bids online.
- (b) The Digital Signature Certificate (Class III Certificates with signing key usage) issued by SIFY/TCS/n Code / e Mudra or any Certifying Authority recognized by CCA India one Token/ Smart Card, should be registered.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
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- (c) Any clarifications may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- (d) Assistance for Online bidding only: In case of any difficulties during online submission of offer, bidders are requested to contact toll-free customer help line no 0120-4200462, 0120-4001002 or Mobile No 91-8826246593 or to visit eproc-support@gov.in of e-procurement portal <http://eprocuremdl.nic.in>.

21. **Contact Details for Queries: Bidder are requested to get their queries, if any, clarified in advance (i.e. 7 days in advance to tender closing date) to avoid last minute delay.** In case of any clarifications regarding tender, bidders are requested to contact the following executives.

Technical	Ms. Alice B Kurian AGM/PE(Planning-P17A)	022 2376 3109	abkurian@mazdock.com
	Mr. Santosh Kumar DM(Planning-P17A)	022 2376 3363	santoshkumar100218@mazdock.com
Commercial	Mr. Satish Chandra DGM/PE(C-P17A)	022 2376 2747	schandra@mazdock.com
	Mr. Namit Srivastava DM(C-P17A)	022 2376 2736	nsrivastava@mazdock.com

22. We look forward to receive your most competitive and reasonable offer against this tender.

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERS LIMITED

Namit Srivastava
DM (Commercial-P17A)

Enclosures: -

Enclosure-1	Performance Security (PS) Bank Guarantee Format.
Enclosure-2	Land Border Clause Format.
Enclosure-3	RTGS format.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
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Section III

General Conditions of Contract (GCC) for Goods and Services

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

The word 'Bidder' (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies/ Consortium/ Joint Venture etc. participating in a procurement process.

The word 'Owner' means the person or authority with whom Mazagon Dock Shipbuilders Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Bidder/Supplier/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.

1. **Tenets of Interpretation** (Applicable for Goods and Services):

Unless where the context requires otherwise, throughout the contract:

- (i) The heading of these conditions shall not affect the interpretation or construction thereof.
- (ii) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- (iii) Words in the singular include the plural and vice-versa.
- (iv) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (v) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- (vi) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (vii) Any generic reference to GCC shall also imply a reference to TEF as well.
- (viii) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (ix) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).
- (x) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.
- (xi) Fall Clause shall be expressly applicable in the case of Rate Contract.

2. **Language of Contract** (Applicable for Goods and Services):

Unless otherwise stipulated in TEF, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.

3. **Governing Laws and Jurisdiction**

3.1 **Governing Laws and Jurisdiction:**

- (i) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- (ii) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Purchase Order/Contract/Letter of Intent has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

3.2 **Changes in Laws and Regulations**



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. **Confidentiality, Secrecy and IPR Rights**

- (i) **IPR Rights:** All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of MDL and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without MDL's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to MDL, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.
- (ii) **Confidentiality:** All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of MDL to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of MDL and shall not, without the prior written consent of MDL neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by MDL, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.
- (iii) **Secrecy:** If the Contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.
- (iv) **Obligations of the contractor:**
 - a) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
 - b) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of MDL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
 - c) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from MDL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
 - d) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
 - (i) the contractor needs to share with the institution(s) participating in the financing of the contract;
 - (ii) now or hereafter is or enters the public domain through no fault of Contractor;



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

- (iii) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from MDL; or
- (iv) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.
- f) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. **Permits, Approvals and Licenses**

Whenever the supply of Goods and incidental Works/ Services requires that the contractor obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export license or environmental clearance if required. If requested by the contractor, MDL shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

6. **Transfer of Title of Goods**

- (i) Unless otherwise stated in the contract, notwithstanding any inspection and approval by the Inspecting Officer on the contractor's premises, or any payments made to the contractor, property in the Goods (and resultant rights and liabilities) shall not pass on to MDL until the Goods have been received, inspected, and accepted by the consignee. The Goods and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or the joint possession of the contractor, his agents or servants and MDL, his agents, or servants, shall remain in every respect at the risk of the contractor, until their actual delivery to a person stipulated in the contract as the interim consignee for dispatch to the consignee. The Contractor shall be responsible for all loss, destruction, damage, or deterioration of or to the Goods from any cause whatsoever while the Goods after approval by the Inspecting Officer are awaiting dispatch or delivery or are in the course of transit from the contractor to the consignee or, as the case may be, interim consignee. The Contractor shall alone be entitled and responsible for making claims against any carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage, or deterioration of the Goods entrusted to such carrier by the contractor for transmission to the consignee or the interim consignee as the case may be.
- (ii) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for dispatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

7. **Extension of Delivery Period**

- (i) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform MDL in writing about the same and its likely duration. He must make a request to MDL for an extension of the delivery schedule. On receiving the contractor's communication, MDL shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract.
- (ii) **Conditions for Extension of Delivery Period:** When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions

Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

- a. **Liquidated Damages:** MDL shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.
- b. **Denial Clause:**
 - (i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and
 - (ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.
 - (iii) Nevertheless, MDL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.
- (iii) **Liquidated damages**
 - a. If the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services (e.g. installation, commissioning or operator training) within the time frame(s) incorporated in the contract, MDL shall, without prejudice to other rights and remedies available to MDL under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 0.5 % percent (excluding taxes) of the delivered price of the delayed Goods and/ or incidental Works/ Services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 5% of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause shall also apply. Any failure or delay by any sub-contractor, though their employment may have been sanctioned shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.
 - b. LD @ 0.25% per week delay or part thereof subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings & QAP to the concerned authority for approval. However, this LD shall not be applicable in case the ordered items are delivered as per scheduled delivery date. Delay, beyond one month, in submission/approval of BD/QAP attributable to Supplier shall be added to the delay in delivery of equipment for the purpose of calculation of LD. (Not Applicable)
 - c. The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority. (Not Applicable)

8. Defaults, Breaches & Termination of Contract

- (i) Termination due to Breach, Default, and Insolvency
 - a. **Defaults and Breach of Contract:** In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects MDL's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:
 - (i) **Default in Performance and Obligations:** If the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by MDL.

- (ii) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- (iii) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager.
- b. **Notice for Default:** As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.
- c. **Terminations for Default:**
 - (i) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, MDL if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
 - (ii) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to MDL after that.
 - (iii) Unless otherwise instructed by MDL, the contractor shall continue to perform the contract to the extent not terminated. All warranty obligations, if any, shall continue to survive despite the termination.
- d. **Contractual Remedies for Breaches/Defaults or Termination for Default:** If there is an unsatisfactory resolution within this period, MDL shall take one; or more of the following contractual remedies.
 - (i) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
 - (ii) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
 - (iii) Recover liquidated damages and invoke denial clause for delays.
 - (iv) Encash and/ or Forfeit performance or other contractual securities.
 - (v) Prefer claims against insurances, if any.
 - (vi) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
 - (vii) **Risk and Cost Procurement:** In addition to termination for default, MDL shall be entitled, and it shall be lawful on his part, to procure Goods same to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within one year from the breach of Contract. The Contractor shall be liable for any loss which MDL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of MDL. It shall not be necessary for MDL to notify the contractor of such procurement. It shall, however, be at the discretion of MDL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

(viii) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

9. Closure of Contract

The contract shall stand closed upon successful performance of all obligations by the firm, including completion of warrantee obligations and final payment. If no claim is received within 03 years from last supplies/services, then no claim shall be entertained thereafter.

10. Communication and language for documentation (Applicable for Goods and Services)

Any letter, facsimile message, e-mail intimation or notice sent to the Bidder/Supplier/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 and all documentation shall be same, which the Purchaser has used, in the tender enquiry.

11. Preservation and maintenance:

Should any material require any preservation till its final installation/fitment, the detailed procedure (Long term and 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/Supplier/Contractor.

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 / Supplier / Contractor.

12. Freight and insurance.

~~**For Indigenous Bidders:** Bidder shall quote for 'Door Delivery to Purchaser,' all charges towards door delivery viz. transport, Insurance charges etc. shall be borne by the Bidder / Supplier / Contractor.~~

For Foreign Bidders: For overseas bidders, bidder shall agree for supplying the goods on CIF/CIP, Incoterm basis. The Bidder / Supplier / Contractor shall immediately on despatch of the items, inform all relevant details of dispatch such as Order Number, Bill of Lading/AWB Number marked as Freight Paid, Insurance policy/document, number of packages, value of consignment, invoice number etc. as per contractual terms.

13. Demurrage

Storage, and Demurrage, fines etc. charges will be payable by the Bidder / Supplier / Contractor for all shipments in case of improper documentation, wrong declarations, error in weight measurements, packing list, invoice, late receipt of documents etc. i.e. for reasons which are not attributable to the purchaser.

14. Cancellation of tender

The Purchaser reserves the right to cancel/withdraw the tender in toto or part and or award the contract / order in full or part 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.

15. Purchaser's property.

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/Supplier/Contractor shall undertake to return all such property so issued and will be responsible for any or all



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

On completion of work in any compartment / location of the purchaser's premises, the Bidder/Supplier/Contractor must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

16. Recovery-adjustment provisions:

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 / Supplier / Contractor the same shall be deducted from any sum then due or thereafter may become due to the Bidder / Supplier / Contractor under the contract or any other contract with the Purchaser.

17. Indemnification

The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier / 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 / Supplier / Contractor, his employees, licensees, 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.

18. Transfer of suppliers / contractor's rights

The Bidder / Supplier / 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.

19. Subcontract and right of purchaser

The Bidder / Supplier / 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 / Supplier / 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.

20. Patent rights

The Bidder / Supplier / 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.

21. Agents/Agency Commission

The seller confirms and declares to the buyer that the seller is the original manufacturer or authorized distributor/stockiest of original manufacturer of the goods referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommended to the Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract / Purchase order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract / Purchase order, the Seller will be liable to refund that amount to the Buyer.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

The seller will also be debarred from participation in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years.

The buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the buyer in terms of the Contract along with interest at the rate of 2% per annum or 6% whichever is higher above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI plus 2% (for Indian Vendors).

The Buyer will also have the right to recover any such amount from any contracts concluded earlier with Buyer.

22. Use of undue influence / corrupt practices

The Bidder / Supplier / Contractor undertakes that he has not used corrupt practices or used any undue influence which is not admissible as per Indian law to obtain contract/order or in doing any business with the purchaser.

If found that Bidder / Supplier / Contractor is involved in such wrong practices, then Purchaser is entitled to cancel the contract/s and all or any other contracts and then to recover from the Bidder / Supplier / Contractor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Performance security, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

23. Immunity of Government of India clause

It is expressly understood and agreed by and between M/s. (Bidder / Supplier / Contractor) and Mazagon Dock Shipbuilders Limited, Dockyard Road, Mumbai - 400 010 (MDL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that MDL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The (Bidder / Supplier / Contractor) expressly agrees, acknowledges and understands that MDL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, (Bidder / Supplier / Contractor) hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

24. Export licence

The export licenses that may be required for delivery of the various items/equipment to MDL shall be arranged by the Bidder / Supplier / Contractor from the concerned authorities in their country without any time and cost implications on the Purchaser.

25. Banned or de-listed contractors / suppliers.

The Bidder / Supplier / 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.

26. Duty of personnel of supplier/contractor

MDL being a Defence Public Sector Undertaking, Bidder / Supplier / 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.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

27. Dispute resolution mechanism and arbitration

(a) Dispute resolution mechanism (DRM)

i) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations at HoS/HoD level.

ii) In case of non-settlement by (i) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinise the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

iii) In case no amicable settlement is arrived by (ii) above within a period of three months, then the contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

iv) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the contractor may invoke Arbitration Clause of the contract.

(b) Arbitration (Applicable for Goods and Services)

Unresolved disputes/differences, if any, shall then be settled by arbitration. The Arbitration proceedings shall be conducted at Mumbai, India, in English Language, under the Arbitration and Conciliation Act, 1996.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, with the mutual consent of the parties.

In case of unresolved difference/dispute between the Purchaser and Supplier, being Central Public Sector Enterprises/Central Govt. departments, the disputes shall be resolved firstly through mutual discussion or through the empowered agencies of the Govt. or through arbitration by reference by either party to the department of Public Enterprises, as per extant guidelines. If disputes/differences remain unresolved/unexecuted, the same shall be referred first to the Cabinet Secretariat and then, if necessary to the PMO.

Any changes to arbitration clause must be vetted by HOD (Legal) before incorporation in contract/PO.

28. Jurisdiction of courts

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.

29. Safety: (Applicable for Goods & Services)

The Contractor / Bidder must observe all safety precautions in connection with the work to be performed by him, his agents or labourers. In the event of any accident happening in our yard resulting in loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from the loss and / or injuries to the persons involved in such accidents. The standard of safety to be observed in the Company shall be decided by the Executive-in-Charge Safety, or any Executive appointed for the purpose before the commencement of work in the yard. It will be essential for contractor to ascertain the standard precautions which contractor is required to observe in discharging his work as per the standards prevalent in MDL. The decision of MDL in matters concerning Safety shall be final and binding on the contractor.

The Contractor / Bidder shall be required to provide his workmen with Boiler Suits of any suitable colour other than blue or white, with the Name of the Contractor in prominent letters on the boiler suits along with personal protection gears like safety shoes, hand gloves



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

etc. workmen of the Contractor / Bidder must wear throughout their working while in the premises of MDL. Contractor's workmen working without safety gears are to be disallowed for work.

30. Force Majeure.

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, hostilities, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God and laws of respective governments or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

The performance in whole or in part under the captioned tender / contract is prevented or delayed by reason of any such event for a period exceeding sixty days either party may at its option terminate the contract / further processing of the tender. The relative obligations of both the parties remain suspended during the actual period of force majeure.

The Purchaser may extend the delivery schedule as mutually agreed, on receipt of written communication from the Bidder / Supplier / Contractor regarding occurrence of 'Force Majeure' conditions, but not exceeding six months from the scheduled delivery date. If the 'Force Majeure' conditions extend beyond this period, the Purchaser shall have the right to cancel the order without any financial implication to the Purchaser or on terms mutually agreed to.



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738
Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime Netherlands BV for Y-12654 of P17A.
Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Enclosure-01

Performance Security (PS) Bank Guarantee Format

(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, MDL.)

IN CONSIDERATION OF MAZAGON DOCK SHIPBUILDERS LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at(hereinafter called " the Contractor/ Supplier" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the Purchaser having agreed with the Contractor/Supplier to accept a Bank Guarantee in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... (Rupees.....only) being 5% (10% in case of Capital Procurement) of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

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

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

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



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738

Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime
Netherlands BV for Y-12654 of P17A.

Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

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

6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier

7. Notwithstanding anything contained herein above:

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + 60 days from the date of expiry of this guarantee).

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

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

For Bank
(by its constituted attorney)

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



Enclosure to Tender Enquiry: Part 'A': Tender Terms and Conditions
Tender No. 1700000738
Item: Supply of CPP & Shafting Spares from M/S Kongsberg Maritime Netherlands BV for Y-12654 of P17A.
Type: Single Bid Single Tender. (M/s. Kongsberg Maritime Netherlands BV)

Enclosure-02

Land Border Clause

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 & prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, (full names),
do hereby declare, in my capacity as
of M/s (name
of bidder entity), that:

1) The facts contained herein are within my own personal knowledge.

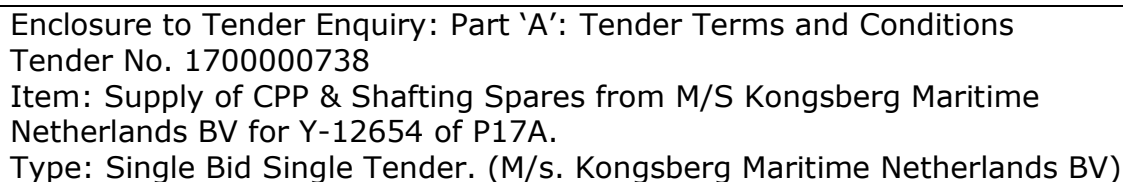
2) I have read the Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s (name of bidder entity) **is not from such a country or, is from such a country** (strike out whichever is not applicable). I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder



RTGS/NEFT – MANDATE AUTHORISATION FORM

[illegible][illegible]

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[illegible]

4. Supplier's / Vendor's Complete Postal Address:

Door No.							Street:												
Location :							District :												
City:							State						PIN						

[illegible][illegible][illegible][illegible][illegible][illegible][illegible]

These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

Saving Account:	Bank		Cash Credit Account:		Current Account:	
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[illegible]

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

Date: _____ Supplier's Seal: _____ Authorized Signature of the Supplier: _____

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date:

Bank's Stamp

Authorized Signature of the Officer of the Bank.