

MAZAGON DOCK SHIPBUILDERS LIMITED
(Formerly known as Mazagon Dock Ltd)
CIN: L35100MH1934GOI002079
(A Government of India Undertaking)
Dockyard Road, Mazgaon, Mumbai 400 010. INDIA



Certified - ISO 9001:2015 for Shipbuilding Division

DIVISION: SHIP BUILDING

Tel. No.: +91(022) 2376 3027

E-mail: sdipu@mazdock.com

MDL PBE No.: MDL/PBE/PSV/01

DEPARTMENT: DESIGN-C&M

Fax: +91(022) 2373 8159

Website: www.mazagondock.in

PBE DATE: 07 Mar 2025

**PRE-BID ENQUIRY (TWO STAGE BID SYSTEM WITH PRELIMINARY
TECHNICAL BID & PQC DOCUMENTS SUBMISSION IN FIRST STAGE AND
FINAL TECHNICAL BID WITH COMMERCIAL OFFER FROM QUALIFIED
SHIPYARDS IN SECOND STAGE) FOR ACQUISITION OF 2+2 OPTIONAL NEW-
BUILDING PLATFORM SUPPLY VESSELS (PSVs) FOR SCI**

1 INTRODUCTION:

- 1.1 Mazagon Dock Shipbuilders Limited (MDL) is a premier Shipbuilding Yard in India, located in Mumbai, under the Administrative control of Department of Defence Production, Ministry of Defence, and Government of India.
- 1.2 MDL intends to participate in a competitive bidding tender, floated by The Shipping Corporation of India Ltd. (Technical & Offshore Services Division), Mumbai for acquisition of 2+2 optional new-building Platform Supply Vessels (PSV).
- 1.3 In the above regard, MDL invites proposals from reputed and experienced shipyards for the turnkey construction of a 3000T Multipurpose Platform Supply Vessel (PSV). The selected shipyard will be responsible for the complete design, construction, outfitting, testing, and delivery of the vessel, meeting all applicable regulatory and classification requirements.
- 1.4 A pre-bid agreement shall be signed between MDL and the qualifying firm. The pre-bid agreement shall cover the Techno Commercial Aspects and other terms and conditions of the project/ work.

2 Overview: The following tasks are envisaged from the firm:

- 2.1 **Purpose:** This Pre-Bid Enquiry (PBE) is issued to identify and shortlist prospective Indian shipyards for partnership in the construction and delivery of 2 + 2 Optional New-Building Platform Supply Vessels (PSV) for SCI.

- 2.2 **Background:** MDL seeking to partner with an Indian shipyard to bid for a project involving the construction of PSVs with specific technical and commercial requirements.
- 2.3 **Procedure:** The PBE is in two stages where first stage includes Pre-Qualification of the shipyards along with preliminary technical bid submission as per the requirements stipulated in the succeeding paragraphs. MDL will submit the technical bid to SCI based on the data from Pre-qualified shipyards. Post discussions with SCI, final Technical bid along with Commercial offer will be sought from the pre-qualified shipyard as part of second stage bid submission.
- 2.4 **Partnership Model:** Post evaluation of the commercial offer, the shipyard with the lowest evaluated price (L1) will be selected as the final partner for the project from the qualified shipyards. The selected shipyard will enter into a Pre-Bid Agreement with MDL, outlining the terms of the partnership, including roles and responsibilities.
- 3 **SCOPE OF WORK (SoW):** The scope of work for the shipyard includes the following:
- 3.1 The shipyard will be responsible for the design, construction and delivery of 2 + 2 Optional New-Building Platform Supply Vessels (PSV) as per the technical specifications provided at **Enclosure-I**.
- 3.2 The shipyard must comply with the technical specifications provided at **Enclosure-I**.
- 3.3 Procurement of materials, machinery, and equipment.
- 3.4 All classification, statutory, and regulatory approvals.
- 3.5 The Classification of the vessel shall Indian Register of Shipping (IRS).
- 3.6 Conducting model tests, sea trials, and delivery of the vessel.
- 3.7 Providing all necessary guarantees, documentation, and training.
- 3.8 **Delivery Terms:** Vessels are to be delivered at Ex-Works (Shipyard).
- 4 **PRE-QUALIFICATION CRITERIA (PQC):** To be eligible for partnership, the shipyard must meet the following pre-qualification criteria:
- 4.1 **Technical PQC:**
- 4.1.1 The shipyard's experience of having constructed vessels during last 7 years ending till the original PBE closing date should be either of the following:
- 4.1.1.1 Three contracts/orders of completed/delivered vessels each of not less than Rs 240 crore.

OR

-
- 4.1.1.2 Two contracts/orders of completed/delivered vessels each of not less than Rs 300 crore.
- OR
- 4.1.1.3 One contract/order of completed/delivered vessels of not less than Rs 480 crore.
- OR
- 4.1.1.4 Cumulative completion of vessels of not less than Rs 75 crore within continuous span of 12 months.
- 4.1.2 The shipyard shall provide a statement regarding their building experience year-wise during the last three years, including:
- 4.1.2.1 Name of the ship
- 4.1.2.2 Type/Size of the vessel
- 4.1.2.3 Year built
- 4.1.2.4 Owners
- 4.1.2.5 Classification society
- 4.1.2.6 Time taken from contract signing to delivery (both contractual and actual)
- 4.1.2.7 Proof of delivery
- 4.1.3 **Technical Capability:** The shipyard must demonstrate the capability to undertake the project, including:
- 4.1.3.1 Technical expertise in shipbuilding
- 4.1.3.2 Adequate infrastructure and workforce to construct PSVs.
- 4.1.3.3 Compliance with the technical specifications provided in the project requirements at **Enclosure-I**.
- 4.1.3.4 Any deviation in technical requirement by the shipyard will be taken up with SCI. Shipyard will be qualified in the event SCI accepting the deviation.
- 4.1.4 The bidder shall submit PO of similar work* along with supporting documents of those similar works executed during last 07 years ending last day of the month previous to the one in which this tender is floated and current concurrent commitment. The bidder should also submit the details of the company/entity for which similar work has been carried out. MDL reserve the right to verify/ obtain performance report of the bidder and or visit their client place. If the performance of the previous work is not found satisfactory to MDL, then their offer is liable for rejection.
- 4.1.5 The bidder shall submit the following as a part of technical qualification:
- 4.1.5.1 Bidder's Company Profile and experience.
- 4.1.5.2 Overview of the Technical personnel employed by the Company
- 4.1.5.3 List of personnel with designation, qualification and experience to determine bidder's capabilities.
- 4.1.5.4 Company Registration Certificate.
- 4.1.5.5 ISO Standard Certificate.
- 4.1.5.6 Factory License.
- 4.1.5.7 Certificate of Incorporation.

4.1.5.8 Registration certificate from local bodies for conducting business.

4.1.5.9 Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State Govt./ Public Sector Undertakings etc.

Note-1: Sr. 4.1.5.1, 4.1.5.2 and 4.1.5.3 above are not required for permanent registered vendors with MDL. However, such bidders should submit a valid registration certificate duly self-attested and stamped with their company seal.

***Note-2: "Similar work"** means that the bidders should have experience in fabrication of hull units/ blocks or construction of Commercial Vessels/ Naval Ships/ Submarines/ Offshore Structures/FDD and should be conversant with Ship Building/ Ship Construction procedures.

Note-3: Work Order copies along with Work Done Certificates/ Payment advice/ Bank statements in support of "similar works" should be submitted. Work Done Certificates/ Payment advice/ Bank statements should indicate the work order numbers, issued by the party for whom the work is done.

4.2 **Commercial PQC:**

4.2.1 The average annual financial turnover of 'The bidder' during the last three years, ending 31st March of the previous financial year excluding the calendar year of tendering should be at Rs. 45 crore as per the annual report (audited balance sheet and profit and loss account) of the relevant period, duly authenticated by a Chartered Accountant/Cost Accountant in India.

4.2.2 Bidders Shop and establishment registration certificate or registration certificate from registrar of firms or certificate of incorporation from Registrar of Companies (Not required for permanent registered vendors with MDL).

4.3 MDL reserves the full right to change/ amend the PQCs according to the customer's requirement before Stage-II submission stipulated in the succeeding paragraph.

5 **Offer Submission:** The offer submission for the PBE is divided into two stages i.e. **Stage-I: Preliminary Technical bid** and **Stage-II: Final Technical bid with Commercial Offer**.

5.1 **Stage – I: Preliminary Technical bid:** The shipyards fulfilling the PQC criteria of this PBE as per para 4 above shall submit their Preliminary Technical bid along with documents against PQC on or before **13 Mar 25 1500 hrs**. Following documents to be submitted at this stage:

5.1.1 **Technical Proposal:** The detailed Technical Specifications along with the following documents shall be submitted by the Shipyard in a sealed envelope:

-
- 5.1.1.1 General Arrangement Plan including accommodation layout
- 5.1.1.2 Midship Section
- 5.1.1.3 Preliminary Trim and Stability calculations (Intact & Damage including probabilistic damage)
- 5.1.1.4 Speed & Power curve for the vessel
- 5.1.1.5 Electrical load analysis
- 5.1.1.6 Makers List
- 5.1.1.7 Delivery schedule for the proposed vessels (in months from the date of contract effectiveness). The Contract will be made effective upon successful model testing of the vessel, which is to be conducted within four (4) months of signing of the contract.
- 5.1.2 **Company Information:** The shipyard shall provide a brief history of Shipyard, Organizational Structure etc. along with material/information (all in English language) demonstrating the tendering Shipyard's capability to undertake and fulfill the project.
- 5.1.3 **Annual Reports:** The shipyard to submit in a separate envelope, the published / audited Annual Report of their Company (Shipyard) for past three years (i.e. the immediate past one year and the previous two years) together with a statement giving the summarised financial position of Tenderer's Shipyard in English language, certified by the Secretary of the Company or any other Authorised Official. This envelope to be superscribed with "ANNUAL REPORTS".
- 5.1.4 **INTEGRITY PACT (IP):** Tenderers are required to submit "Integrity Pact" (Enclosure-VIII), duly signed by the same signatory on all pages and details filled in properly. The acceptance of Integrity Pact shall be unconditional and the bidder must not change any contents of the Integrity Pact.
- 5.2 **Scrutiny and Evaluation of Stage-I: Preliminary Technical Bid:**
- 5.2.1 The PQC documents and Stage-I submissions will be scrutinized and evaluated and a shortlist of the Shipyards will be made taking into account delivery schedule of the proposed vessel and the Annual Reports.
- 5.3 **Stage – II: Final Technical bid and Commercial Offer:**
- 5.3.1 Prior to Stage-II submission, shortlisted Shipyards will be called for detailed discussions based on the final technical specification promulgated by SCI.
- 5.3.2 The final Technical bid (based on the final technical specification promulgated by SCI) and Commercial Offer should be submitted in a separate sealed envelope on or before a date and time which will be intimated to the Shipyard in due course.

-
- 5.3.3 The ENVELOPE to be addressed to the AGM (D-Contract & Marketing) at the address given below:
“Design-Contract & Marketing Department, 1st Floor, North Block 2, Mazagon Dock Shipbuilders Ltd., Mazgaon, Dockyard Road, Mumbai 400010, Maharashtra”
- 5.3.4 The Commercial Offer based on the finally agreed Specification shall remain valid for a period of 180 days from the date of opening.
- 5.3.5 Para 6 to para 14 of this PBE shall also be part of the Stage-II submission.
- 5.3.6 The Commercial Offers of the Shipyards will be opened in the presence of their authorized representatives, who may be present.
- 5.3.7 The Commercial Offer should take into account the following:
- 5.3.7.1 **Price:** The price should be firm and fixed and subject to no escalation whatsoever. The price should be inclusive of all taxes including GST, customs duty, excise duty and any other taxes, duties and levies, as applicable. The price is to be quoted in INR on 100% cash basis payable in installments by delivery. The price should be indicated per vessel wise.
- 5.3.7.2 **Delivery Schedule:** The firm delivery schedule of the vessels should be specified in number of months from the date of contract effectiveness.
- 5.3.7.3 **Construction and Payment Schedule:** A detailed construction schedule in the form of a bar chart indicating there in the key events in number of months from the date of contract becoming effective should be furnished. The bar chart to also show the position of stage payments and the gaps between the stage payments till delivery of the vessel.
- 5.3.7.4 **Penalty Clauses:** Acceptance of penalty clauses for delays, insufficient speed, excessive fuel consumption, and DWT shortfall. The Commercial Offer be submitted taking into consideration the penalty figures as indicated in Paragraph 7.4 below for non-fulfillment of specifications/contractual requirements.
- 5.4 **Signatory to the Offer:** The Tender should be signed only by a duly authorized representative of the Shipbuilder, whose name and designation shall appear in Capital letters below the signature.

5.5 **Evaluation of Final Technical Bid:** Shipyards having any deviation from final technical specification promulgated by SCI, will be rejected and their commercial offer will not be opened.

5.6 **Evaluation of Commercial Offers:** During evaluation of the Offers, appropriate weightage would be given to:

5.6.1 **Delivery and Payment Schedule of the vessel:** Earlier delivery would be to the advantage of the shipyard. All the installments prior to delivery would be compounded at the rate of 9% p.a. till delivery to arrive at the evaluated price of the vessel.

5.6.2 **Bunker Consumption:** The shipyard offering least fuel consumption per day for the vessel would be taken as base. For vessels offered by other shipyards, the additional cost of bunker due to excess bunker consumption (as compared to the lowest consumption offered) would be loaded to the respective shipyard's quoted price for evaluation purpose. MDL would reckon 60 steaming days in a year, 25 years life of the vessel and prevailing bunker prices at Mumbai on the day of opening of commercial offers for calculating the bunker penalty.

5.6.3 **Service Speed as compared to the specified requirement:** While no credit would be given for higher passenger carrying capacity and higher speeds, there would be penalty if speed is less than tender document requirement. Penalty, if any, would be loaded as per the liquidated damages figures indicated in Paragraph 7.4 below.

5.6.4 For the purposes of evaluation of the commercial offers, MDL will use a compounding rate of 9% p.a.

6 **PRE-BID AGREEMENT (PBA):** MDL will enter into a PBA with the L1 bidder (overall lowest rates inclusive of all taxes including GST, customs duty, excise duty and any other taxes, duties and levies, as applicable) after the evaluation of commercial offer as per para 5.4 above. In the event MDL bags the contract from SCI, MDL will issue a purchase order as per MDL extant commercial procedures on the firm with whom PBA is signed for the SoW. The firm shall honor the rates within the validity period of the offer.

7 **CONTRACT/ PURCHASE ORDER (PO):** A formal contract/Purchase Order shall be executed after the necessary approvals from Appropriate Authorities/ Competent Authority are received by MDL. The Contract/PO will be made effective upon successful model testing of the vessel, which is to be conducted within four (4) months of signing of the contract. The contract terms/PO shall be discussed and

 finalized on the basis of MDL's standard shipbuilding contract, which would include, inter-alia, following:

- 7.1 **REFUND GUARANTEE**: An unconditional and irrevocable refund guarantee, without demur, from a reputed bank acceptable to MDL, guaranteeing that all payments made to the Shipyard for the construction of this vessel are in the nature of advances and in the event of the Shipyard failing to perform the contract/defaulting/not completing or delivering the vessel, the bank shall refund to MDL all the installments paid to the Shipyard together with interest thereon @ 9% per annum from the date these installments were paid till the actual date of refund of the said installments. The format of the guarantee documentation shall be specified by MDL.
- 7.2 **WARRANTY**: The vessel, including all its machinery & equipment shall be guaranteed for one full year from the date of delivery of the vessel, against deficiency in design, material, poor workmanship and/or faulty construction etc. Extended guarantee, if required for some specific items, shall be given as per the final agreed Specification.
- 7.3 The Vessel and all the MDL/SCI supplied items to be delivered on ship are to be insured against all risks including War and Strike, Riots and Civil Commotion during the time of construction until delivery by the Shipyard. In case the vessel becomes a constructive total loss during the construction, the Shipyard would refund to MDL all installments paid till then with interest thereon at the rate of 9% per annum till the actual date of refund (the rate of interest would be conveyed at the time of inviting commercial offers).
- 7.4 **LIQUIDATED DAMAGES (LD)**: The liquidated damage clauses for deficiencies shall be as specified hereunder:

Sr. No.	Item	Grace Limit	Penalty to Commence from	Rate of LD as % of Contract Price
(a)	Delay in delivery	Upto 30 days	From 31 st day	0.02% per day of delay
(b)	Insufficient speed	Upto 0.30 knot of guaranteed speed	From the guaranteed speed	0.25% for every 0.1 knot or pro-rata
(c)	Excessive fuel consumption	Upto 5%	From 5%	0.20% for every 1% excess or pro rata
(d)	DWT shortfall	1% of guaranteed DWT	From the guaranteed DWT	0.002% per MT

- 7.5 MDL to have the option of deputing one or more supervisors at the Shipyard to supervise construction of the vessel. The Shipyard shall provide office accommodation, telephone, telefax, computer with e-mail facility, secretarial support / transportation etc. to the supervisors at Shipyard's cost to facilitate supervision.
- 7.6 The Classification of the vessel shall Indian Register of Shipping (IRS).

7.7 The Makers list will be discussed and mutually agreed while finalizing the Technical specification. Selection of the makers from the Maker's List will be made in consultation and with approval of SCI. Equipment manufactured by licensees of the listed makers may also be considered subject solely to SCI's acceptance and subject to the licensees following the latest design of the principal manufacturer with all modifications.

7.8 The contract/PO will be governed by General Conditions of Contract (GCC) while executing work. In case of discrepancy, clauses mentioned in Technical Scope/ specification and this PBE will override the clauses mentioned in other enclosures including GCC.

8 **CONDITIONS UNDER WHICH THIS PRE BID ENQUIRY (PBE) IS ISSUED:**

This PBE is issued with no financial commitments and MDL reserves the right to change or vary any part thereof at any stage. MDL reserves the right to reject any or all of the offers without assigning any reason whatsoever. MDL also reserves the right to withdraw the PBE should it be necessary at any stage.

9 **CONSEQUENTIAL DAMAGES/LOSSES:** In case of breach / non-compliance of any of the agreed terms & conditions of order / contract MDL reserves the right to recover consequential damages from the shipyard on account of such premature termination of contract.

10 **BUILDER'S RISK INSURANCE:** Shipyard shall take a builder's risk insurance policy (including fire and other perils within the scope of policy) to cover all on-site work at their premises in the course of construction or restoration. Proof of insurance has to be submitted to MDL before commencement of the construction work of the vessel.

11 During the course of construction of vessel, MDL reserves the full right to take over the work directly or through its agencies/ subcontractors.

12 MDL reserves the full right to change the work scope/amend the work scope according to the customer's requirement.

13 Bidders shall submit acceptance on clauses of Pre Bid Enquiry and GCCs in the Prescribed Formats duly stamped, signed & filled 'Accepted OR Not Accepted' as applicable for each of the clause. In case of improper filling of Acceptance Formats for Pre Bid Enquiry Form and General Conditions of Contract (GCC), it shall be presumed that all our tender terms & conditions are acceptable to you.

14 We look forward to your participation in the PBE by offering your most competitive and reasonable bid against this PBE.

Yours faithfully,
For MAZAGON DOCK SHIPBUILDERSLIMITED,

Sapna Dipu
AGM (Design-FDG/C&M)

ENCLOSURES:

Enclosure-I	Technical Specification
Enclosure-II	Pre Bid Enquiry (PBE) Acceptance Format
Enclosure-III	GST Declaration
Enclosure-IV	MDL's General Conditions of Contract (GCC)
Enclosure-V	GCCs Acceptance Format
Enclosure-VI	Declaration by bidder for Restrictions under rule 144(xi) of general financial rules GFRs, (2017)
Enclosure-VII	Declaration By Bidder Regarding Conflict of Interest
Enclosure-VIII	Integrity Pact

Technical Specification

PRE BID ENQUIRY CLAUSES ACCEPTANCE FORMAT

To,
Mazagon Dock Shipbuilders Limited,

PBE Clause No.	Bidder's Remark	PBE Clause No.	Bidder's Remark	PBE Clause No.	Bidder's Remark
	Accepted / Deviation		Accepted / Deviation		Accepted / Deviation

GST DECLARATION

1. GST as per GST Laws shall be payable extra as quoted and agreed.
2. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
3. Benefits from reduction in rate of tax/ITC are required to be passed on to consumer. Where “applicable GST” has been quoted as extra, Goods and service providers (except un-registered dealers under GST Law) have to submit declaration that they have complied with ‘Anti-profiteering clause’ under GST Law. . Such declaration be given in technical bid.
4. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. Supplier /Contractor shall pay penalty and/ or interest imposed on MDL or any loss due to delay in availing ITC by MDL or any loss of ITC to MDL due to errors by vendors at any stage. MDL reserves right to recover any such interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
5. In case, MDL is unable to avail ITC, supplier/contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to MDL / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to MDL, Supplier /Contractor shall pay any loss of amount along with interest and penalty on MDL under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier/contractor and MDL ends up in reversal of credits and / or payments, supplier /contractor is fully liable for making good all the loss incurred by MDL. MDL reserves right to recover any interest, penalty or loss from any amount due to Supplier /Contractor or otherwise.
6. If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and/or services. MDL GSTIN is 27AAACM8029J1ZA and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
7. If the vendor is registered under GST, Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable MDL to avail input tax credit promptly. The vendors invoice inter alia should contain

GSTIN of vendor, GSTIN of MDL (i.e. 27AAACM8029J1ZA), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at MDL gate, and a copy of the invoice should be given to the goods receiving section(GRS).

8. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to MDL arising due to delay in filing will be recovered from their invoice wherever MDL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier/contractor, MDL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. The item-wise rates (i.e. Basic+P&F+F&I) quoted in the Rate Sheet should exclude Taxes & Duties. Bidder should indicate GST rates as applicable separately under each of the head in the same Rate sheet, which will be paid extra based on tax invoice to the extent applicable. The GST will be applicable on total basic rate of each item (i.e Basic + P&F + F&I).

Enclosure - IV**GENERAL CONDITIONS OF CONTRACT (GCC) FOR GOODS AND SERVICES**

The word 'Purchaser' refers to MAZAGON DOCK SHIPBUILDERS LIMITED, (MDL), a Company within the meaning of Companies Act, 2013 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. Unless otherwise indicated specifically by the bidder / contractor in his bid, it shall be construed as his acceptance of all the conditions mentioned in this GCC.

1. TENETS OF INTERPRETATION (Applicable for Goods and Services)

Unless where the context requires otherwise, throughout the contract:

- (a) The heading of these conditions shall not affect the interpretation or construction thereof.
- (b) 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.
- (c) Words in the singular include the plural and vice-versa.
- (d) 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.
- (e) 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.
- (f) Any reference to 'Goods' shall be deemed to include the incidental Works/ Services also.
- (g) Any generic reference to GCC shall also imply a reference to TEF as well.
- (h) In case of conflict, provisions of TEF shall prevail over those in GCC.
- (i) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, TEF).

-
- (j) 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.
- (k) 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** (Applicable for Goods and Services)

3.1 Governing Laws and Jurisdiction

(a) 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.

(b) 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

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

4. **CONFIDENTIALITY, SECRECY AND IPR RIGHTS** (Applicable for Goods and Services)

(a) **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.

(b) 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.

(c) 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.

(d) Obligations of the contractor

(i) Without MDL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) 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.

(iii) 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.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

-
- (aa) The contractor needs to share with the institution(s) participating in the financing of the contract;
- (ab) now or hereafter is or enters the public domain through no fault of Contractor;
- (ac) 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
- (ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.
- (v) 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.
- (vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5. PERMITS, APPROVALS AND LICENSES (Applicable for Goods and Services)

Whenever the supply of Goods and incidental 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 licence 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 (Applicable for Goods)

(a) 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 despatch 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 despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. 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.

(b) Provided that where, under the terms of the contract, the Goods are required to be delivered to an interim consignee for despatch to the consignee, the Goods shall be at MDL's risk after their delivery to the interim consignee.

7. EXTENSION OF DELIVERY PERIOD (Applicable for Goods)

(a) 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.

(b) Conditions for Extension of Delivery Period When the period of delivery is extended due to unexcused delay (Note: please ensure that unexcused delay is defined. Otherwise replace "unexcused delay" with the "delays attributable") by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(i) 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.

(ii) Denial Clause

(aa) 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

(ab) 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.

(ac) 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.

(c) Liquidated damages

Refer para 19 of the Pre-bid enquiry.

8. DEFAULTS, BREACHES & TERMINATION OF CONTRACT (Applicable for Goods and Services)

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 shall 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 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 is wound up or ceases to otherwise trade or is unable to pay its debts as and when they fall due or is otherwise subject to any insolvency procedure.

(iii) If a receiver or similar official is appointed overall or any of the assets of the contractor or a petition is presented for its winding up or it entered into a composition with its creditors;

(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 subclause 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 initiated (viz. AIP/PR/Tender) within six months from the termination 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. (Note: deleted being contrary to law).

(Note: No contractor would give security after the termination of the contract) 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 legal proceedings in a for the recovery of the losses and damages not addressable by the above means.

9. CLOSURE OF CONTRACT (Applicable for Goods and Services)

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 (Applicable for Goods)

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. (Applicable for Goods)

(a) 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.

(b) 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 despatch 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 (Applicable for Goods) 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 (Applicable for Goods and Services) 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. (Applicable for Goods and Services)

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 Purchase Manual 5th Edition - Goods & Services - Rev. 0 dtd.07/09/2023 Page 178 of 263 will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage. 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. REJECTION OF MATERIALS (Applicable for Goods) If the Goods, or any portion thereof of the equipment found defective / rejected, the Supplier / Contractor shall collect the same from MDL's Stores, all incidental charges being borne by him (inclusive of Custom duty, if payable), within 30 days from the date of intimation to the Supplier / Contractor of such rejection. If not collected within 30 days, MDL shall recover storage charges @ 1 % per month maximum up to 5% of cost of rejected items. MDL reserves the right to dispose off the rejected items at the end of a total period of six months in any manner to the best advantage to MDL and recover consequential damages maximum up to order value.

17. RECOVERY-ADJUSTMENT PROVISIONS (Applicable for Goods and Services) 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.

18. INDEMNIFICATION (Applicable for Goods and Services) 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, SubContractors / 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.

19. TRANSFER OF SUPPLIERS / CONTRACTOR'S RIGHTS(Applicable for Goods and Services) 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.

20. SUBCONTRACT AND RIGHT OF PURCHASER (Applicable for Goods and Services)

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.

21. PATENT RIGHTS (Applicable for Goods and Services)

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.

22. AGENTS/AGENCY COMMISSION (Applicable for Goods and Services)

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. 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.

23. USE OF UNDUE INFLUENCE / CORRUPT PRACTICES (Applicable for Goods and Services) 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.

24. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE(Applicable for Goods and Services) 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.

25. EXPORT LICENCE (Applicable for Goods and Services)

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.

26. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS(Applicable for Goods and Services)

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.

27. DUTY OF PERSONNEL OF SUPPLIER/CONTRACTOR (Applicable for Goods and Services)

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.

28. DISPUTE RESOLUTION MECHANISM AND ARBITRATION (Applicable for Goods and Services)

(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 as amended from time to time and the rules thereunder.

MDL prefers to have arbitration through Institutes such as Indian Council of Arbitration (ICA)/ICA-DR, Mumbai Centre for International Arbitration, International Chamber of Commerce (ICC), Singapore International Arbitration Centre (SIAC) 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.

29. JURISDICTION OF COURTS (Applicable for Goods and Services) 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.

30. CONTRACT LABOUR (REGULATION AND ABOLITION) ACT 1970(Applicable for Services)

Contractor / Bidder shall obtain licence under Section 12 and 13 of the Contract Labour (Regulation and Abolition) Act, 1970 and rules made there under and the same should be kept valid at least until the expiry of contract with Purchaser. The registration and Licence under the Contract Labour

(Regulation and Abolition) Act 1970 shall be renewed in time every year and if work continues for more than a year, a copy of the Licence is produced as and when demanded by the concerned authorities of Purchaser.

The Contractor / Bidder shall carryout his obligations and duties under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under. In the event any employee/s of Contractor / Bidder is advised by the concerned Department to deploy their employees for job during weekly-off, Sundays and holidays, the Contractor / Bidder must inform through Concerned Department the name/s of the employee/s in the prescribed format to CISF / Security and to the concerned Divisional Personnel by mentioning specifically 'Compensatory - Off', before 3 days from the date actual payment.

31. MINIMUM WAGES ACT (Applicable for Services)

The Contractor / Bidder shall pay to his employees not less than the minimum wages and allowances applicable to the Engineering Industry as notified from time to time by the Central Government or the State Government whichever is higher under the Minimum Wages Act. Contractor / Bidder shall be responsible for timely payment of wages of all his employees engaged in the Purchaser's Yard, not less than the prescribed minimum wages in each case and without any deductions of any kind, except as specified by Government or permissible under the Payment of Wages Act.

The Contractor / Bidder must settle all the pending dues of the employees i.e. arrears of wages, proportionate leave wages, proportionate bonus payment, etc. Before winding up the site, the Contractor / Bidder shall pay all terminal dues to his employees such as Notice pay, Gratuity, Retrenchment compensation, etc.

32. BONUS ACT (Applicable for Services)

The Contractor / Bidder shall pay to his eligible employees a Statutory Bonus as per 'Payment of Bonus Act' at the rate prescribed by the Statutory Authorities from time to time.

33. FACTORIES ACT (Applicable for Services)

The Contractor / Bidder shall observe all applicable Rules and Regulations stipulated under Factories Act applicable to contract labour. The Contractor / Bidder shall maintain a separate register prescribed under the Act and pay Privilege Leave wages to all eligible employees. On completion of execution of the contract and before winding up, the Contractor / Bidder shall pay proportionate Privilege Leave wages to all eligible employees.

34. EMPLOYEES' PROVIDENT FUNDS AND MISCELLANEOUS PROVISIONS ACT, 1952 (Applicable for Services)

The Contractor / Bidder, where applicable, shall cover his employees deployed in the Purchaser's Yard

(a) under the Employees' Provident Funds and Miscellaneous Act, 1952,
(b) under the Family Pension Scheme, and
(c) under the Employees' Deposit Linked Insurance Scheme and pay the contributions both in respect of his employees and his own. He shall submit all the necessary returns and other particulars periodically as prescribed under the said Act. Contractor / Bidder shall cover from the first day working all his contract labour on MDL jobs by filling requisite returns to concerned Statutory authorities and obtaining Code Numbers / Account Numbers. Contractor / Bidder shall remit employees' and employers' contributions directly to the concerned authorities along with Inspection and Administrative Charges as per relevant provisions of the concerned Acts and Schemes made there under within 15 days from the close of every month. The Contractor / Bidder must submit copies of P. F. dues payment challans, copy of Form No. 12 (A), copy of form No. 6 (A) (Annually) and copies of Muster Roll of their workmen every month to Corporate Personnel Department before renewal of passes for entry into the yard. The Contractor / Bidder must also attend to P. F. Inspections by concerned authorities and submit copy of the Inspection Report. The Contractor / Bidder through his own P. F. code number shall fill in P. F. / Pension settlement forms of all the employees engaged in Purchaser's Yard, well in advance of last working day and forwards the said settlement forms to the respective P. F. Commissioner's office for settlement. Contractors who are yet to obtain PF code shall apply for Code no s to PF Commissioners Office and furnish copies of the same to Corporate Personnel Department. Purchaser shall recover PF dues from the contractors running bills till such time the PF Code no is obtained. The Contractor / Bidder may contact Corporate Personnel Department for the purpose to seek any / all clarification / necessary advice for completion of procedural work such as filling labour challans, E. S. I., P. F. - declaration forms, covering their labour under Group Insurance Policy, etc. An Administrative charge @ Rs. 10/- per employee per month for such consultancy will be recovered from all the contractors from the bills of the respective contracts.

35. EMPLOYEES' STATE INSURANCE ACT (Applicable for Services)

The Contractor / Bidder should also cover all the eligible contract labourers working on MDL jobs, under the Employees' State Insurance Act and Scheme by furnishing necessary returns to appropriate authority and pay both employees' and employers' contributions in respect of these employees to the concerned authorities within 20 days from the close of every month. The contractor shall produce copy of R. D. F. duly acknowledged by ESI local office for confirmation that the workmen are covered under ESI Act and Scheme. Contractor / Bidder should produce proof of such remittances to

Corporate Personnel Department of MDL along with full details of contributions etc. within 25 days from the close of month. He shall also give an undertaking that he will not engage any one on our work who is not duly covered under the said Act and Scheme. The contract employees who are out of coverage of ESI Act and Scheme should be covered under Group Insurance Policy linked with workman compensation Act. Those Bidders / contractors do not have their ESI Code No.; they should submit documentary evidence of application for obtaining ESI Code no to Corporate Personnel Department.

36. 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 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.

37. POLICE VERIFICATION OF EMPLOYEES (Applicable for Services)

Contractor / Bidder shall have to produce and submit to the Chief Security Executive of Purchaser, verification through Mumbai Police of Character and Antecedents of their employees / workers for while working on ships under construction in Purchaser's Yards, for working onboard ships under modernisation / refit / repairs at Mumbai ports / Naval Dockyard. Entry passes will not be issued in the absence of Police Verification Report and employees without Police Verification shall not be employed by them in Purchaser's Yard / Mumbai ports / Naval Dockyard and any lapse on the part of Contractor / Bidder shall be viewed seriously as per applicable laws of the land. Employment of any Foreign National during the contract period would be permitted with prior permission of Purchaser.

38. FORCE MAJEURE(Applicable for Goods and Services)

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 - V**GCC'S CLAUSES ACCEPTANCE FORMAT**

To,

MAZAGON DOCK SHIPBUILDERS LIMITED

GCC CLAUSE No.	BIDDER'S REMARK	GCC CLAUSE No.	BIDDER'S REMARK
	ACC. / DEV.		ACC. / DEV.
1		2	
3		4	
5		6	
7		8	
9		10	
11		12	
13		14	
15		16	
17		18	
19		20	
21		22	
23		24	
25		26	
27		28	
29		30	
31		32	
33		34	
35		36	
37		38	

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL:

NOTE:

1. Bidders should carefully read the General Conditions of Contract of the Tender (GCCs) prior to filling up this acceptance format.
2. This format should be properly filled and signed.
3. Bidder(s) should indicate “ACC” for Accepted, “DEV” for Deviation Taken for each clause number in the above table.
4. Bidder(s) to attach Separate Sheet indicating all relevant details such as Number & description of the Clause, Reasons for Deviation and Alternative suggested for any deviations taken by them.

Enclosure - VI

**DECLARATION BY BIDDER FOR RESTRICTIONS UNDER RULE 144(XI) OF
GENERAL FINANCIAL RULES GFRS, (2017) AS PER DIRECTIVES F NO.
DPE/7(4)/2017-FIN DTD 24.02.2023 & ORDER NO F.7/10/2021-PPD (1) DTD
23.02.2023**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that our Firm M/s..... is not from such a country and does not have any specified Transfer of Technology (TOT) from such a country or, if from such a country or if having specified TOT from such a country has been registered with the Competent Authority.

I hereby certify that our Firm M/s..... fulfills all requirements in this regard and is eligible to be considered for procurement. [Where applicable, evidence of valid registration by the Competent Authority shall be attached along with this declaration as per the case]

Note – The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. MDL reserves the right to consider placement of Order / Contract or reject any or all tenders/Orders without assigning any reason.

COMPANY’S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER’S COMPANY SEAL:

Enclosure - VII

**DECLARATION BY BIDDER REGARDING CONFLICT OF INTEREST AMONG
BIDDERS/ AGENTS**

PBE No.:.....

Dated:.....

I have read the PBE clause no. 26 regarding Conflict of Interest among Bidders/ Agents; I certify that our Firm M/s.....is not having any conflict of interest with any bidder/agent participating in this bidding process.

I hereby certify that our Firm M/s.....fulfills all requirements in this regard and is eligible to be considered for subject tender.

COMPANY'S NAME & ADDRESS:

SIGNATURE:

DATE:

NAME:

DESIGNATION:

BIDDER'S COMPANY SEAL

Enclosure-VIII**INTEGRITY PACT FOR THE BIDDER/CONTRACTOR****General**

This Agreement (hereinafter called the Integrity Pact) is made on day of the month of 2025 between, Mazagon Dock Shipbuilders Limited (MDL) a company incorporated under the Companies Act 1956 and having its registered office at Dockyard Road, Mumbai 400010 (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s represented by (hereinafter called the "THE BIDDER/CONTRACTOR" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure services from the BIDDER/CONTRACTOR is willing for the same and

WHEREAS the BIDDER/CONTRACTOR is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the agreement to be entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said services at a competition price inconformity with the defined requirements by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling the BIDDER/CONTRACTOR to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/CONTRACTOR, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the contracting on implementation process related to the contract.
- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all the BIDDER/CONTRACTOR alike and will provide to all the BIDDER/CONTRACTOR the same information and will not provide any such information to any particular the BIDDER/CONTRACTOR which could afford an advantage to that particular the BIDDER/CONTRACTOR in comparison to other the BIDDER/CONTRACTOR.

-
- 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
 2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/CONTRACTOR to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

Commitments of THE BIDDER/CONTRACTOR

3. The BIDDER/CONTRACTOR commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1 The BIDDER/CONTRACTOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly to any person, organization or third party related to the contract in exchange for any advantage in evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER/CONTRACTOR further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
 - 3.3 THE BIDDER/CONTRACTOR of foreign origin shall disclose the name and address of their Indian the Bidder/Contractors and representatives, if any and Indian THE BIDDER/CONTRACTOR shall disclose their foreign principals or associates, if any.
 - 3.4 THE BIDDER/CONTRACTOR shall disclose the payments to be made by them to their Indian the Bidder/Contractors/brokers or any other intermediary, in connection with this bid / contract and the payments have to be in Indian Rupees only.
 - 3.5 The BIDDER/CONTRACTOR, either while presenting the EoI response or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, The Bidder/Contractors, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.6 The BIDDER/CONTRACTOR will not collude with other parties interested in the contract to impair the

transparency, fairness and progress contracting and implementation of the contract.

- 3.7 The BIDDER/CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER/CONTRACTOR shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER/CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The BIDDER/CONTRACTOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the BIDDER/CONTRACTOR or any employee of the BIDDER/CONTRACTOR or any person acting on behalf of the BIDDER/CONTRACTOR, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER/CONTRACTOR's firm, the same shall be disclosed by the BIDDER/CONTRACTOR at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 2 (77) of the Companies Act.2013

- 3.12 The BIDDER/CONTRACTOR shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

- 4.1 The BIDDER/CONTRACTOR declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; the BIDDER/CONTRACTOR's exclusion from the tender process.
- 4.2 The BIDDER/CONTRACTOR agrees that if it makes incorrect statement on this subject, THE BIDDER/CONTRACTOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Sanctions for Violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER/CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONTRACTOR) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

-
- (i) To immediately call off the pre-agreement negotiations without assigning any reason or giving any; compensation to the BIDDER/CONTRACTOR. However, the proceedings with the other the BIDDER/CONTRACTOR(s) would continue.
 - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/CONTRACTOR.
 - (iii) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian the BIDDER/CONTRACTOR with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a the BIDDER/CONTRACTOR from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER/CONTRACTOR from the PRINCIPAL in connection with any other contract for any other stores, or services such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (iv) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/CONTRACTOR, in order to recover the payments, already made by the PRINCIPAL, along with interest.
 - (v) To cancel all or any other contracts with the BIDDER/CONTRACTOR. The BIDDER/CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/CONTRACTOR.
 - (vi) To debar the BIDDER/CONTRACTOR from participating in the future requirements of MDL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
 - (vii) To recover all sums paid in violation of this Pact by THE BIDDER/CONTRACTOR(s) to any middleman or The Bidder/Contractor or broker with a view to securing the contract.
 - (viii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER/CONTRACTOR, the same shall not be opened.
- 5.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 5.1(i) to (viii) of this pact also on the Commission by the BIDDER/CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/CONTRACTOR), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 5.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER/CONTRACTOR shall be binding on the BIDDER/CONTRACTOR. However, the BIDDER/CONTRACTOR can approach the Independent Monitor(s) appointed for the purposes this Pact.

6. Fall Clause

- 6.1 The BIDDER/CONTRACTOR undertakes that it has not supplied/is not supplying similar services at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar services was supplied by the BIDDER/CONTRACTOR to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/CONTRACTOR to the PRINCIPAL, if the contract has already been concluded.

7. Independent Monitors

- 7.1 The PRINCIPAL has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

<p>1. Shri P V Rao, IRS(Retd.) Plot No. 5,8-2-603/B/S/1/5/A Road no. 10, Banjara Hills, Hyderabad, Pin: 500034 Email: pasupuletirao@yahoo.com</p> <p>2. Mr. M. N. Krishnamurthy, IPS (Retd.) Email: id-krishnamurthymn19@gmail.com</p>

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 7.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/CONTRACTOR. The BIDDER/CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/CONTRACTOR/Subcontractor(s) with confidentiality.
- 7.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /the BIDDER/CONTRACTOR and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/CONTRACTOR. The BIDDER/CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

11.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The parties hereby sign this Integrity Pact on.....

**For
Mazagon Dock Shipbuilders Ltd.**

For

Authorised Signatory

Authorised Signatory

Witness

Witness

1. Name & Signature:

1. Name & Signature:

2. Name & Signature:

2. Name & Signature:

