



**MAZAGON DOCK SHIPBUILDERS LIMITED**

**CIN: L35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazgaon, Mumbai 400010. India.

Certified – ISO 9001:2015 for Shipbuilding Division

Website: [www.mazagondock.in](http://www.mazagondock.in)

**CALL FOR EXPRESSION OF INTEREST FOR PARTICIPATION IN  
SUB-CONTRACTING/OUTSOURCING OF SHIP REPAIR WORK**

<b>Department</b>	<b>:</b>	<b>SB Design-Contracts &amp; Marketing</b>
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<b>EOI Ref. No.</b>	<b>:</b>	<b>MDL/MKTG/R&amp;R/EOI/02</b>
<b>EOI Date</b>	<b>:</b>	<b>29 Jul 2024</b>
<b>EOI Closing date &amp; time</b>	<b>:</b>	<b>14 Aug 2024 at 10:00 Hrs.</b>
<b>EOI Opening date &amp; time</b>	<b>:</b>	<b>14 Aug 2024 at 10:30 Hrs.</b>

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**CALL FOR EXPRESSION OF INTEREST FOR PARTICIPATION IN  
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**1. PREAMBLE**

- 1.1. Mazagon Dock Shipbuilders Limited (MDL) is a Defence Public Sector Undertakings (MDL) under the administrative control of the Department of Defence Production (DDP), Ministry of Defence (MoD), Government of India, engaged in the construction of warships, submarines and other commercial vessels including ship repair activities.
- 1.2. MDL has expanded its operations by venturing into Ship Repairs & Refits and is participating in a number of competitive EOIs for securing orders for Repairs and Refits of ships / vessels, both in Commercial and Defence Sectors.
- 1.3. An EOI is invited from firms who are technically competent and have proven track record of Undertaking the Repair/Refit of commercial or defence vessels for a fixed term of Three (03) years.
- 1.4. The qualified firms of this EOI shall be short listed and a Non-Disclosure Agreement (NDA) shall be signed between MDL and each of these parties with respect to confidentiality of Techno-Commercial Aspects. Other terms and conditions as may be required shall be detailed in the Memorandum of Understanding (MoU) which shall be signed between MDL and the shortlisted firms.

**2. DESCRIPTION OF WORK**

- 2.1. The purpose of this EOI is to obtain proposals from experienced firms and to enable MDL shortlist the eligible firms for considering them to entering into MoU for carrying out Ship Repair/Refit work as per the working model enumerated in Para (2) below. The Enquiry/tender for Ship repair/refit work as per work model and categories of vessels that shall be floated subsequently will be issued to only these shortlisted firms through Limited Tender Enquiry (LTE).

**3. WORKING MODELS**

MDL reserves the right to adopt any one of the following Working models on case to case basis to suit the requirements:

Sl. No	Working Model	Location	Man power	Marine Infra	Machinery
1	Sub-Contracting Model	MDL	Firm	Firm/MDL	Firm
2	Outsourcing Model	Firm's Premises	Firm	Firm	Firm
3	Mixed Model	MDL/ Firm's Premises	MDL/ Firm	Firm/MDL	Firm

- a) **Subcontracting Model:** In this model the entire repair/refit work will be executed by the Firm at MDL's Mumbai Yard / Nhava Yard or any other MDL designated repair facility. The necessary fixed marine infrastructure will be made available by MDL to the Firm. However the Firm shall arrange their manpower, tools & tackles, equipment, mobile crane, etc. as and when required as per the exigency of the work.
- b) **Outsourcing Model:** The repair/refit work will be carried out completely by the Firm in their own premises. The Firm is required to carry out the repair/refit work on a turnkey basis at their premises.
- c) **Mixed Model:** In this model the work will be partially carried out at MDL and partially at the Firm's premises.

**Note:** In all the above cases, the material and consumables required for said work shall be either arranged by the Firm or will be supplied by MDL as Free Issue Material (FIM). This shall be clearly indicated by MDL in the SoW of the Tender/Enquiry which will be issued to the shortlisted firms through Limited Tender Enquiry (LTE).

#### **4. OPERATING STRATEGY**

- 4.1. On receipt of RFP/Tender for undertaking Repair/Refit of any Defence or Commercial vessels, MDL shall study the scope of work and ascertain one of the above working models best suited for the Repair/Refit.
- 4.2. MDL shall issue a Pre Bid Enquiry (PBE) for the work package which is required to be Subcontracted / Outsourced to the shortlisted firms. MDL shall evaluate the Technical and Commercial offer received from these firms.
- 4.3. MDL shall intimate the Technically Qualified L1 Repair firm and shall enter into a Pre Bid Agreement (PBA) with the firm before onward submission of Final Quote to the Customer.
- 4.4. MDL reserves right to hold technical and /or price negotiations with the Technically Qualified L1 Repair firm, if required, during the PBA stage prior to submission of RFP/Tender to prospective customers or prior to award of work to the Technically Qualified L1 Repair firm.
- 4.5. In the event of MDL winning the contract from prospective customers, MDL will offload the respective Scope of Work to the selected Technically Qualified L1 Repair firm for undertaking the work as per extant Commercial procedures of MDL.
- 4.6. In the event of prospective customer deleting or modifying the SoW, the same shall be intimated by MDL to the Technically Qualified L1 Repair firm associated with the respective RFP/Tender. Allocation of any additional work arising during the course of turnkey repair/refits shall be made at the discretion of MDL.

- 4.7. All terms and conditions which are part of this EOI shall be applicable to each tender enquiry for offloading the Repair work. Specific terms and conditions, as may be required, shall be detailed in the MoU which shall be signed between MDL and all the qualified and shortlisted firms of this EOI.

**5. PRE-QUALIFICATION CRITERIA**

The empanelment shall be based on the following pre-qualification criteria and subject to meeting other terms and conditions. Contractors/Vendors shall clearly indicate the categories of work for which empanelment is sought and attach supporting documents category wise as per the format placed at **Annexure-1**

**Note:** Vendors are requested to ensure that only relevant documents as indicated in the EOI should be attached with their applications and the same should be complete in all respect.

**5.1. Technical Pre-Qualification Criteria:**

The Repair firm shall submit the following as a part of technical qualification.

- a) Repair firms Company Profile.
- b) List of infrastructure / equipment held by them along with details of their manufacturing facilities.
- c) Details of Personnel (Project Management Team) with designation, qualification and experience to determine their capabilities.
- d) Repair firm shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc.

**5.2. Commercial Pre-Qualification Criteria:**

The Repair firm shall submit the following as a part of commercial qualification.

- a) Repair firms Registration Certificates as:
  - (i) Shop & Establishment registration certificate / Factory License.
  - (ii) Certificate of Incorporation / Partnership deed as applicable.
  - (iii) Registration certificates such as GST, MSME certificate, etc.
- b) The Repair firm shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating the firms net worth & turnover during the past three years. Certificate shall be as per the format placed at **Annexure-3.**

**6. EVALUATION CRITERIA**

6.1. The Technical and Financial Evaluation criteria shall be based on the following:

CRITERIA\ CATEGORY		TECHNICAL		FINANCIAL	
		EXPERIENCE/ TRACK RECORD	HUMAN RESOURCES	AVERAGE ANNUAL TURNOVER *	WORKING CAPITAL
REPAIR & REFITS OF DEFENCE VESSELS	<b>CATEGORY A1</b> Weapon Intensive Warships (Destroyers / Frigates / etc)	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of Defence / Commercial vessels, specifically in Hull, Engineering and Electrical works.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 03 Cr.</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>	Shall have a team comprising of following trades: <ul style="list-style-type: none"> <li>Engineers (Relevant Field)</li> <li>Designer/Draftsman</li> <li>Estimators/Planners</li> <li>Supervisors</li> <li>QC Inspectors</li> <li>Highly Skilled Labour (Class Certified)</li> <li>Skilled Labour</li> <li>Unskilled Labour</li> </ul>	Firms are requested to submit their Average Annual Financial Turnover during the last three (03) years ending 31 Mar 24.	Shall demonstrate access to unutilised line of credit / overdraft facility/ cash credit facility from its consortium of banks. Alternatively or complimentarily should demonstrate liquid asset in form of cash/ marketable securities in its balance sheet.
	<b>CATEGORY A2</b> Weapon Intensive Warships (Corvettes / Missile Vessels / etc)	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of Defence / Commercial vessels, specifically in Hull, Engineering and Electrical works.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 03 Cr.</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>			
	<b>CATEGORY B</b> Low Weapon Intensive Warships (LCU / OPV / ASW / MPV / etc)	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of Defence / Commercial vessels, specifically in Hull, Engineering and Electrical works.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 03 Cr.</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>			
	<b>CATEGORY C</b> Aux Ships & Support Vessels (Survey Vessels / FPV / IB / etc)	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of Defence / Commercial vessels, specifically in Hull, Engineering and Electrical works.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 02 Cr.</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>			
	<b>CATEGORY D</b> Minor Defence Combatant & Support Yard crafts	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of Defence / Commercial vessels, specifically in Hull, Engineering and Electrical works.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 02 Cr.</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>			
REPAIR & REFITS OF COMMERCIAL VESSELS	<b>CATEGORY X</b> Commercial Vessels (TANKER/ CONTAINER/BULKER/ etc)	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of Defence / Commercial vessels, specifically in Hull, Engineering and Electrical works.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 01 Cr.</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>			
	<b>CATEGORY Y</b> Support Vessels & Yard crafts (OSV/MSV/TUGS/BARGE/ etc)	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of Defence / Commercial vessels, specifically in Hull, Engineering and Electrical works.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 01 Cr.</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>			
	<b>CATEGORY Z</b> Floating Marine Structures (OFFSHORE/CASSION GATE/etc)	<ul style="list-style-type: none"> <li>The firm must have a <b>minimum of 03 years of experience</b> between April 01 Apr 2017 and 31 Mar 2024 (07 years) in Repairs / Refits of dry dock gates/ offshore structures/ Hull fabrication/etc.</li> <li>The firm should have executed repair / refit jobs amounting to at least <b>Rs. 75 lakhs</b> per financial year in any of the 03 years within the specified 07 years period.</li> </ul>			

\* TENDER SHALL BE ISSUED ON CASE TO CASE BASIS TO THOSE FIRMS, WHOSE ANNUAL TURNOVER IS EQUAL TO OR MORE THAN 30% OF THE ESTIMATED ANNUALIZED VALUE OF SERVICES BEING TENDERED.

- 6.2. The modus operandi for Evaluation of firms for adopting relevant Working Model shall be based on the availability of the following facilities with the firm :

<b>SUB-CONTRACTING</b>	<ul style="list-style-type: none"> <li>• Material handling capacity</li> <li>• Hull/Superstructure repair capability</li> <li>• Quality control: ISO 9001:2005 or higher</li> </ul>
<b>OUTSOURCING</b>	<ul style="list-style-type: none"> <li>• Infrastructure: repair dock/ berth</li> <li>• lifting capacity</li> <li>• Material handling capacity</li> <li>• Hull/superstructure repair capability</li> <li>• Quality control: ISO 9001:2005 or higher</li> </ul>
<b>MIXED</b>	<ul style="list-style-type: none"> <li>• Infrastructure: repair dock/ berth</li> <li>• lifting capacity</li> <li>• Material handling capacity</li> <li>• Hull/superstructure repair capability</li> <li>• Quality control: ISO 9001:2005 or higher</li> </ul>

#### 7. INTEGRITY PACT

The Repair firms shall sign and submit an “Integrity Pact (IP)” to be executed between the Repair firm and Mazagon Dock Shipbuilders Limited along with the EOI as per Annexure-4.

#### 8. INSTRUCTION TO FIRMS RESPONDING TO EOI

- a) After receipt of due response (as per requisite mode and format), the firm(s) shall be assessed by MDL based on the prescribed assessment criterion and shortlisted for entering into MOU thereafter.
- b) MDL reserves the right to modify, expand, restrict, scrap this proposal or reject any Expression of Interest without assigning any reason thereof and also to stop further proceedings under this EOI at any given point in time.
- c) Submission of any response to this EOI or selection of firm(s) pursuant to this EOI does not guarantee/assure any business to the firm(s) and no claims or demands in this regard of any firm shall be entertained (Please note that MDL Empowered Committee (EC) is at liberty to reduce / freeze total number of empanelled firms against a specific product category, based on the ranking / Qualification criterion).
- d) MDL reserves the right to make inquiries with any of the clients listed by the Repair firms in their previous experience record. Further MDL may ask the firm to make presentation to understand the capability of the firm w.r.t project planning, capability, experience, approach methodology etc.
- e) The interested parties may visit MDL facilities at Mumbai and Nhava to assess the workplace and get first-hand information regarding the infrastructure.

- f) It may be noted that MDL will not reimburse any cost incurred by the Repair firms towards the preparation and submission of the EOI.
- g) The proposal and all associated correspondence shall be in English.
- h) MDL reserves the right to visit the work facility of Repair firms to verify the adequate infrastructure facilities. In the absence of adequate infrastructure facilities, the offer submitted is liable for rejection and hence will not be considered for prequalification.

#### 9. **REJECTION CRITERIA**

MDL may at its sole discretion and at any time during the evaluation of proposal, disqualify any Repair firm, if :

- a) EOI response is received after due date.
- b) Repair Firm's failure to furnish sufficient or complete details for evaluation of the EOIs within the given period.
- c) Incomplete / misleading / false / ambiguous in the proof of eligibility requirements are submitted.
- d) Repair Firm fails to produce clarifications related thereto, when sought.
- e) EOI not meeting qualification criteria.
- f) Repair firm submitted more than one proposal.
- g) Repair firm declared ineligible by the Government of India / State govt. / Public sector undertaking.
- h) EOI with technical requirements and/or terms not acceptable to MDL.
- i) Information relating to the evaluation, clarification and recommendation for pre-qualification shall not be disclosed to firms or any other persons not officially concerned with such process until the pre-qualification process is completed. Any effort by the firm to influence MDL prequalification process may result in rejection of his EOI.

#### 10. **PRE-EOI MEETING**

The Repair firm or its official representative is advised to attend a Pre-EOI meeting which will be convened at MDL, Mumbai-10. The meeting shall be attended by techno-commercially competent senior representative(s) of the Repair firm duly authorized. Date and time of the Pre - EOI meeting is **05 Aug 2024** at 10.00 AM at D-C&M Conference Room, 1<sup>st</sup> Floor, West Block, Mazagon Dock Shipbuilders Ltd.

All Repair firms are advised to study the EOI document thoroughly and come prepared for the meeting. The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the EOI document and to address queries on any issues that may be raised at that stage. Minutes of meeting will be prepared. Any Repair firm requiring a clarification of the proposal document must notify MDL in writing, at least four (4) days in advance to the pre-EOI date in the pre-EOI questionnaire format placed at **Annexure-2**. Any request for clarification in writing or by email must be addressed to [pgopinath@mazdock.com](mailto:pgopinath@mazdock.com) & [sdipu@mazdock.com](mailto:sdipu@mazdock.com) with a copy marked to

[pdhanaraj@mazdock.com](mailto:pdhanaraj@mazdock.com). The compilation of all clarifications sought / queries raised during the pre-EOI meeting and its replies shall be published on MDL / Govt. website.

Any modification of the call for EOI documents which may become necessary as a result of the pre-EOI meeting shall be made by MDL exclusively through the issuance of an addendum or corrigendum in MDL website/ Govt website. At any time before the submission of proposal, MDL may, for any reasons, whether at its own initiative or in response to a clarification requested by a Repair firm, modify the documents by amendment. The amendment will be notified only on MDL / Govt. websites and no separate paper advertisements will be issued. The Repair firms are requested to keep themselves informed of the development by visiting MDL website [www.mazagondock.in](http://www.mazagondock.in) regularly. Such amendments shall be binding upon them.

Non-attendance at the pre-EOI meeting will not be a cause for disqualification. No queries will be entertained after the pre-EOI meeting.

#### 11. **SUBMISSION OF PROPOSAL AGAINST EXPRESSION OF INTEREST**

Proposal Original super-scribing the enquiry number, enquiry subject, last date for receipt of EOI along with all credentials mentioned above shall be addressed to :

General Manager (Design),  
Mazagon Dock Shipbuilders Limited,  
Dockyard Road, Mumbai 400010

#### 12. The contact point for any clarification / correspondence at MDL, Mumbai is:

P. Gopinath DGM (D-C&M) Email : <a href="mailto:pgopinath@mazdock.com">pgopinath@mazdock.com</a> Contact No : 022-23763354	Praveen Kumar M (D-C&M) Email : <a href="mailto:praveenkumar@mazdock.com">praveenkumar@mazdock.com</a> Contact no : 022-23763069
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Yours faithfully,

For Mazagon Dock Shipbuilders Limited,

P Gopinath  
DGM (D-C&M)

#### **List of Annexures:**

Annexure - 1 : Technical Capacity Self-Assessment Form

Annexure - 2 : Pre-EOI Questionnaire

Annexure - 3 : Format for Financial Capability

Annexure - 4 : Format of Integrity Pact



**TECHNICAL CAPACITY SELF - ASSESSMENT FORM**

Name of Organisation:

Date of Establishment:

Ship Repair Experience: Years

S. No.	CRITERIA\CATEGORY	MATERIALS			REPAIR & REFITS OF DEFENCE VESSELS					REPAIR OF COMMERCIAL VESSELS		
		STEEL	ALUMINIUM	FRP	CAT A1	CAT A2	CAT B	CAT C	CAT D	CAT X	CAT Y	CAT Z
<b>1</b>	<b><u>INFRASTRUCTURE</u></b>											
1.1	Dry Dock / Slipway / Ship Lift / etc.											
1.2	Water Frontage / Berthing Facility											
1.3	Bending & Forming Facility											
1.4	Material Handling Facility (Crane / Hydra / EOT / Fork Lift / etc.)											
1.5	Welding Equipment											
1.6	Quality Control (ISO 9001:2008 or later)											
<b>2</b>	<b><u>EXPERIENCE/TRACK RECORD</u></b>											
2.1	Minimum experience of 05 Years in undertaking Repairs / Refits											
2.2	Hull Fabrication experience											
<b>3</b>	<b><u>HUMAN RESOURCES</u></b>											
3.1	Engineers											
3.2	Designers/Draughtsman											
3.3	Estimators/Planners											
3.4	Supervisors											
3.5	Qc Inspectors											
3.6	Highly Skilled Labour (Class Certified)											
3.7	Skilled Labour											
3.8	Unskilled Labour											
<b>4</b>	<b><u>WORKING MODEL</u></b>											
4.1	Subcontracting											
4.2	Outsourcing											
4.3	Mixed Model											

Annexure-2

**FORMAT FOR PRE-EOI QUESTIONNAIRE**

Sl. No.	Reference Clause	Page No.	Description	Tenderer Suggestion / Query	MDL Reply
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature & Seal

**Annexure-3**

**FORMAT FOR FINANCIAL CAPABILITY**

Sl. No.	Last three Financial Years	Annual Turnover	Profit After Tax (PAT)	Net Worth at the end of the Financial Year
1				
2				
3				
4				

To be signed by the Authorized Signatory of the Applicant with Name, Designation, seal and date.

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**CERTIFICATE FROM CHARTERED ACCOUNTANT**

This is to certify that \_\_\_\_\_ (name of the Applicant) has received the payments shown above against the respective years and that the net worth is as computed above.

Signature:

Name:

Designation:

Name of firm:

Seal of Audit firm.

Annexure-4PRE CONTRACT INTEGRITY PACT

Between **Mazagon Dock Shipbuilders Limited (MDL)** hereinafter referred to as "**The Principal**"  
and M/s ..... hereinafter referred to as "**The Bidder**"

Preamble

	The Principal intends to award, under laid down organizational procedures, contract/s for .....The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s). In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.
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Section 1 - Commitments of the Principal:

(1)	The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
	a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
	b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
	c) The Principal will exclude from the process all known prejudiced persons.
	d) The Principal undertakes to scrupulously follow the tender containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
(2)	If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer, MDL and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s):

(1)	The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
	a) The Bidder(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which

	he/she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the tender process or during the execution of the contract.
b)	The Bidder(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
c)	The Bidder(s) will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder(s) will not use improperly, for purposes of competition or personal gain, or pass on to other, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
d)	The Bidder(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. All payments made to the Indian Agent/representative have to be in Indian Rupees only. Further details as mentioned in the "Guidelines of Indian Agents of Foreign suppliers" shall be disclosed by the Bidders(s)/Contractor(s). Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure-A.
e)	The Bidder(s) will when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
f)	The Bidder (s)/Contractor(s), their agents, representatives shall not do such things so as to interfere with the procedures laid down in the Principal's tender containing the Standard Terms and Conditions (STAC) and General Terms and Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.
g)	The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
(2)	The Bidder(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts:**

(1)	If the Bidder(s) before contract award or during execution of Contract has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility as Bidder(s) in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already signed for such reason, as per the procedure mentioned in the "Guidelines on Banning of business dealings" Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure-B.
a)	If the Bidder(s) has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder(s) from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s) and the amount of the damage. The exclusion will be imposed for a

	minimum of six months and maximum of five years, which may be further extended at the discretion of the Principal.
b)	A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.
c)	The Bidder(s) accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining legal advice.
d)	If the Bidder(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### **Section 4 – Sanctions for Violation:**

(1)	Any breach of the aforesaid provisions by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other Act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following actions, wherever required –
a)	To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.
b)	The Earnest Money Deposit/Security Deposit/Performance Bond shall stand forfeited either fully or partially, as decided by the Principal, and the Principal shall not be required to assign any reason there for.
c)	To immediately cancel the contract, if already signed, without giving any compensation to the Bidder.
d)	To recover all sums already paid by the Principal, in case of an Indian Bidder with interest thereon at 2% higher than the prevailing Base Rate of SBI, and in case of a Bidder from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the Bidder from the Buyer in connection with any other contract for any other Defence stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
e)	To en-cash the advance Bank Guarantee and Performance Bond/Warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Principal, along with interest.
f)	To cancel all or any other contracts with the Bidder.
g)	To debar the Bidder from entering into any bid from Principal for a minimum period of five years, which may be further extended at the discretion of the Principal.
h)	To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.
i)	If the Bidder or any employee of the Bidder or any person acting on behalf of the Bidder, either directly or indirectly, is closely related to any of the officers of the Buyer, or alternatively, if any close relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the

		time of filing of tender. Any failure to disclose the interest involved shall entitle the Buyer to rescind the contract without payment of any compensation to the Bidder.
	j)	The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee/employees or not, but not include a spouse separated from the Principal's employee/employees by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee/employees, but does not include a child or step child who is no longer in any way dependent upon the Principal's employee/employees or of whose custody the Principal's employee/employees has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee/employees or to the Principal's employee/employees wife or husband and wholly dependent upon Principal's employee/employees.
	k)	The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the Principal resulting from such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.
	l)	In cases where Irrevocable Letters of Credit have been received in respect of any contract signed by the Principal with the Bidder, the same shall not be opened.
(2)		The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder shall be final and binding on the Bidder, however, the same Bidder can approach the Monitor(s) appointed for the purposes of this Pact.

**Section 5 - Integrity Pact Bank Guarantee (IPBG): Not Applicable**

(1)		Every Bidder, while submitting commercial bid, shall submit an Integrity Pact Bank Guarantee for an amount of * _____ in favour of the Principal in Indian Rupees/Foreign Currency.
	a)	Guarantee will be from an Indian Nationalized Bank/Scheduled Bank in case of Indigenous Bidders. For Foreign Bidders, Bank Guarantee shall be from Bank of International repute as updated by SBI from time to time, promising payment of the guaranteed sum to Mazagon Dock Shipbuilders Limited (MDL/Principal), on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Principal/ Buyer shall be treated as conclusive proof for payment. A Model Bank Guarantee format is enclosed.
(2)		The Integrity Pact Bank Guarantee (IPBG) shall be valid upto and including 45 days after the validity of commercial offer. However, bidders will be required to extend the Integrity Pact Bank Guarantee, as and when required by the Principal. In the case of the successful bidder, validity of the Integrity Pact Bank Guarantee will be extended upto the satisfactory completion of the contract, Integrity Pact Bank Guarantee shall be returned promptly in case of unsuccessful bidders.
(3)		In the case of successful bidder a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Principal to forfeit the same without assigning any reason for imposing sanction for violation of this

	Pact.
(4)	The provisions regarding Sanctions for violation of Integrity Pact include forfeiture of Performance Bond in case of a decision by the Principal to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.
(5)	No interest shall be payable by the Principal to the Bidder(s) on Earnest Money/Security Deposit for the period of its currency.

**Section 6 - Previous Transgression:**

(1)	The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any other public sector enterprise in India that could justify his exclusion from the tender process.
(2)	If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or further action can be taken.

**Section 7 - Equal treatment of all Bidders/Contractor(s)/Subcontractors:**

(1)	The Bidder(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact, and to submit it to the Principal before contract signing.
(2)	The Principal will enter into agreements with identical conditions as this one with all bidders, contractors and subcontractors.
(3)	The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 8 - Criminal charges against violation Bidder(s)/ Subcontractor(s):**

(1)	If the Principal obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or subcontractor which constitutes corruption or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer, MDL.
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**Section 9 - Independent External Monitor/Monitors:**

(1)	<p>The Principal appoints competent and credible independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.</p> <p>The contact details of independent External Monitor for MDL:</p> <table border="1" data-bbox="298 1612 1419 1682"> <tr> <td>Shri. M.N.Krishnamurthy, IPS (Retd.) Email id:</td> <td>Shri. P.V.Rao, IRS (Retd.) Email id: pasupuletirao@yahoo.co.in</td> </tr> </table>	Shri. M.N.Krishnamurthy, IPS (Retd.) Email id:	Shri. P.V.Rao, IRS (Retd.) Email id: pasupuletirao@yahoo.co.in
Shri. M.N.Krishnamurthy, IPS (Retd.) Email id:	Shri. P.V.Rao, IRS (Retd.) Email id: pasupuletirao@yahoo.co.in		
(2)	The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman & Managing Director of the Principal.		
(3)	The Bidder(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor. The		



	Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Subcontractor(s) with confidentiality.
(4)	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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(5)	As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Monitor shall give an opportunity to the Bidder(s) to present its case before making its recommendation to the Principal.
(6)	The Monitor will submit a written report to the Chairman & Managing Director of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
(7)	Monitor shall be entitle to compensation on the same terms as being extended to / provided to Independent Directors on the Board of Principal.
(8)	If the Monitor has reported to the Chairman & Managing Director of the Principal, a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India and the Chairman & Managing Director of the Principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
(9)	The word 'Monitor' would include both singular and plural.

#### **Section 10 - Pact Duration:**

(1)	The validity of this Integrity Pact shall be from date of its signing and extend upto <b>05 years</b> or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful; this Integrity Pact shall expire after <b>six months</b> from the date of the signing of the contract. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged / determined by Chairman & Managing Director of the Principal.
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#### **Section 11 - Other provisions:**

(1)	This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai (For MDL). The Arbitration clauses provided in the main tender document/ contract shall not be applicable for any issue/dispute arising under this Integrity pact.
(2)	Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

