



MAZAGON DOCK SHIPBUILDERS LIMITED

(Formerly known as Mazagon Dock Ltd.)

CIN : U35100MH1934GOI002079

(A Government of India Undertaking)

Shipbuilders to the Nation

Dockyard Road, Mazagon,

Mumbai 400 010.

INDIA

**Appointment of Consultant for Carrying out
Feasibility Study, Preliminary Project Report
and Preparation of Master Development Plan
for Development of Greenfield Shipyard at
Nhava Yard, MDL, Raigad.**

VOLUME-II

CONDITIONS OF CONTRACT (CoC)

**Conditions of Contract, Payment Terms and Delivery
Schedules**

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1 वितरण अवधि/समापन अनुसूची /DELIVERY PERIOD/COMPLETION SCHEDULE:

1.1. The entire work shall be completed within a period of **06 (Six months)** which includes monsoon from date of placement of purchase order. The delivery schedule of consultancy services to be rendered is tabulated below:

Sr No.	Description	Submission format	Soft	Number of Hard Copies	Completion date
1	Preliminary Feasibility Study (PFS) and Preliminary Project Report(PPR)	Documents	Pdf-1	3	D+2 months
2	Optimum Shiplift and transfer system data or any other facility	Drawings & Documents	Pdf-1 ACAD-1	3	D+2 months
3	Shipyards Layout Plan (SLP) for Shipbuilding and Ship repair	Layouts (Drawings)	ACAD-1	3	D+2 months
4	Master Development Plan with Identification of	Drawings & Documents	Pdf-1 ACAD-1	3	D+5 months

Sr No.	Description	Submission format	Soft	Number of Hard Copies	Completion date
	requirements for Dredging and dumping of soil				
5	Block Cost Estimate with break-up against each facility	Documents	Pdf-1	3	D+5 months
6	Statutory and Environmental clearances	documents	Pdf-1	3	D+5 months
7	Business Plan and Cost Benefit Analysis	documents	Pdf-1	3	D+5 months

Note - D: Date of placement of the Purchase Order

- 1.2. The firm will remain in force for the purpose of completion of all noncompliance (NCs) during the currency of the service until they have been completed.
- 1.3. The Firm shall prepare monitoring system by way of Bar chart so as to anticipate the critical activity and take remedial action in advance, for timely completion of work, on priority.

2 SECURITY DEPOSIT:

- 2.1. Within 25 days after placement of order, the successful bidder shall submit a Security Deposit @ 5% of the value of the contract/order (excluding taxes & duties) in form of NEFT/crossed DD / Pay Order or Bid Bond / Bank Guarantee drawn in favor of MAZAGON DOCK SHIPBUILDERS LIMITED, Mumbai from the list of Banks approved by SBI /Canara Bank published on MDL website as per **Enclosure-1**.
- 2.2. The Bid Bond / Bank Guarantee should be valid for one more month beyond the actual completion of entire work. Either of these instruments should be drawn on reputed International / Nationalized / Scheduled Banks excluding Co-operative Banks, payable at Mumbai.
- 2.3. In case of delays in submission of the Security Deposit, MDL reserves the right to charge Interest @ SBAR+2% from the firm for such period of delays.

3 FACILITIES PROVIDED BY MDL:

- 3.1. MDL will provide space for setting up office with power and water free of charge. Any other services required for setting up office has to be arranged by firm at his own cost.

4 भुगतान की शर्तें /TERMS OF PAYMENT:

- 4.1. The payment terms under this contract shall be as under:

4.1.1. TIME FOR PAYMENT:

The payment against each R.A bills shall be made within 30 days and the Final bill within 45 days of its receipt in MDL along with all the necessary documents. All invoices shall be forwarded with a Covering Note in Firm's Letterhead in the MDL format at **Enclosure-2**.

4.1.2. FINAL BILL:

Before submission of the Final bill, the Firm should sign and submit a "No Claim Certificate" indicating that they do not have any further claim against MDL for the subject Purchase Order except as included in the Final bill.

4.1.3. MODE OF PAYMENT:

The payment for work done shall be made through RTGS/NEFT/ECS as per the actual quantities of the work executed by way of running account bills per item basis (R. A. R) on completion of stage. The bills must be submitted

in four copies (1-Original + 3 copies) duly endorsed by designated representative of Infra Projects department.

4.1.4. STAGE PAYMENT:

- i. No advance will be paid in any manner against the contract.
- ii. Stage payments will be made as a percentage of LUMP SUM price quoted by the Firm and approved by MDL on each completion of services in accordance with the following schedule:

Sr No.	Description	Submission format	Soft	Number of Hard Copies	Payment Schedule
1	On completion and submission of Preliminary Feasibility Study (PFS) and Preliminary Project Report(PPR)	Documents	Pdf-1	3	15%
2	On submission Optimum Shiplift and transfer system data or any other facility	Drawings & Documents	Pdf-1 ACAD-1	3	5%
3	On completion of Shipyard Layout Plan (SLP) for Shipbuilding and Ship repair	Layouts (Drawings)	ACAD-1	3	15%
4	On finalisation of Master Development Plan with Identification of requirements for Dredging and dumping of soil	Drawings & Documents	Pdf-1 ACAD-1	3	15%
5	On submission of Block Cost Estimate with break-up against each facility	Documents	Pdf-1	3	10%
6	On submission of Document for Statutory and Environmental clearances	documents	Pdf-1	3	15%
7	On submission of Document for Business Plan and Cost Benefit Analysis	documents	Pdf-1	3	15%
8	On satisfactory completion of scope of work as per Clause no 1 & 2 of Vol-III of tender	--	--	--	10%

5 मूल्य एवं कर /PRICES & TAXES:

5.1. The rates quoted in the Price Bid (Part II) shall include:

- (i) All applicable taxes, duties & municipal levies, charges towards all visits, transport by all means, lodging, boarding, ESIC, PF etc except Goods & Service Tax.
- (ii) **Applicable Goods & Service Tax**, which are to be quoted separately as required in the Price Bid (Part-II).

Price Bids will be evaluated on Total base Price i.e. 8.1 (i) above.

- 5.2. Bidders shall indicate the extent (in terms of percentage) of Goods & Service Tax, considered in their Price Bid in the 'BLANK PRICE BID' appearing online in Part-I.
- 5.3. Bidder(s) shall not be entitled to any increase in rate of taxes occurring during the period of extended delivery schedule, if there is delay in supply / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to MDL.

- 5.4. Taxes and other levies shall be deducted at source wherever applicable as per statutes (e. g. Income tax, Goods & Service Tax) from the bills of the Contractor.
- 5.5. Bidders must separately indicate the percentage of Goods & Service Tax. No change, whatsoever shall be allowed to the indicated percentage of taxes after the tender closing date. Further, the indicated percentage of taxes if exceed the applicable percentage as per Government laws then MDL reserves the right to discount such percentage at par with the statutory requirement during price negotiations.
- 5.6. As per the provision made in article 63, Schedule-I, read with section 30, of the Maharashtra Stamp Act (Bombay Act LX of 1958), Stamp duty is payable by the successful tenderer for “works contract” that is to say, a contract for works and labour or services involving transfer of property in goods (whether as goods or in some other form) in its executions. Hence, the successful tenderer to pay Stamp duty of ₹ 500 + 1% of the amount above ten lacs subject to maximum of Rs. 25.00 Lacs on the Contract Value.

GST Compliance:

- 5.7. In accordance to Government of India (GOI) guidelines towards implementation of GST w. e. f. 01 July 2017, bidders are informed that all deliveries post 30.06.2017 shall strictly comply to the provisions / requirement / timelines promulgated by the GOI towards GST Act. The provisional GST numbers issued by GOI is mandatorily required for all the participating bidders and same be indicated in their respective offer.
- 5.8. GST as per GST Laws shall be payable extra as quoted and agreed.
- 5.9. In case of purchases of goods/services from unregistered dealers under GST Laws, GST will be paid by MDL under reverse charge mechanism.
- 5.10. 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.
- 5.11. If the vendor is registered under GST, vendor shall mention the HSN code for goods &/or SAC for 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 SAC for services is that of the vendor. MDL shall not be responsible for any error in HSN code for goods &/or SAC for 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.
- 5.12. 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.
- 5.13. 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.

- 5.14. 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).

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

6 वृद्धि /ESCALATION:

- 6.1. The rates accepted by MDL, shall remain firm and fixed during the tenure of the contract and no escalation, whatsoever, shall be payable.

7 अंतिम बिल एवं प्रमाणपत्र लेने हेतु / FINAL BILL AND TAKING OVER CERTIFICATE:

- 7.1. Within 7 days of completion of work, the firm shall apply in writing for issue of work completion certificate. Completion certificate will be issued by the MDL within one week of satisfactory completion of work. Within one month after date of issue of work completion certificate, the Firm shall submit the Final Bill. Final bill submitted after the expiry of the above said period is liable to be rejected.

8 RISK PURCHASE:

- 8.1. If the article / service or any portion thereof be not delivered / performed by the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Firm / Bidder at the prevailing bank rate of interest.

- 8.2. MDL shall also be at liberty to purchase, manufacture or supply from stock or utilize the services as it deems fit, other articles of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Firm.

9 TERMINATION:

- 9.1. If MDL considers that the services rendered by the firm directly or through their associates are unsatisfactory, MDL reserves the right to terminate the agreement with firm in writing at any stage by giving them 30 days notice. In case MDL decides to part with the services of the firm, the firm fees quoted by them will be restricted to the proportionate work rendered by them upto that stage.

10 SERVING NOTICES TO FIRM:

10.1. Any notice to be given to the firm under the terms of the contract shall be served by sending the same by post or leaving the same at the firm's principal place of business (or in the event of the firm being a company, to its registered office).

11 SERVING NOTICES TO MDL:

11.1. Any notice, to be given to MDL under the terms of the contract, shall be served by sending the same by post or leaving the same at MDL's address..

12 PROPRIETARY RIGHTS OF MDL IN REPORTS AND RECORDS:

12.1. All reports and relevant data such as maps, diagrams, plans, statistics and supporting records, calculations, materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of MDL. The firm shall deliver all these materials, data to MDL upon completion of the work and shall not use for any other purposes.

13 MDL's RIGHTS:

13.1. MDL reserves the right to:

- i. Review Firm's recommendations for any activity and may ask to alter (addition/deletion) the same.
- ii. Offload the Firm at any point of time during the period of Contract.

14 INDEMNIFICATION & PATENT RIGHTS:

14.1. Firm hereby indemnify, protect and defend at Firm's own expense, MDL and its employees from and against any and all direct damages and or losses and or injury arising out of any negligence and or violation by the firm in respect of drawings/ infringement of patent rights/ failure to exercise the skill and care required for performance of the assigned work by making good such damages to the property, setting right the design deficiencies, setting right the infringement of patent rights, compensating personal injury. Provided, however, ceiling on Firm's liability under this provision shall be equal to the total fees of the firm.

15 FAULTY EXECUTION OR DELAY:

In case of faulty design or execution or delay in execution of work on account of oversight/slippage on the part of architect/consultant, either in commencing the project in time (After all the formalities are completed) or an error in designs / drawings / specifications etc. or any other cause attributable to consultant, the Consultants shall be liable for appropriate damages to MDL as under.

Faulty Design – 1.50% of the total consultancy fee.

a. Delay in issue of drawings – 0.25% per week of the total consultancy fee.

b. Delay in execution on account of oversight/slippage – 0.25% per week of the total consultancy fee.

The total damage on all the above accounts shall be maximum of 5% of the total fee payable under the Consultancy agreement. The decision of MDL in this regard shall be final and binding.

16 WORKING ON MDL HOLIDAYS:

16.1. Request for permission for working on Saturday / Sunday / Holidays, if required, should be submitted 3 working days prior to the date of holiday, to Personnel Department and Security through Capital Works Department.

17 STATUS OF CONSULTANTS:

17.1. The Consultant covenant that there shall not be any material change in their partnership deeds, share holding, partners or its directors as the case may be during the subsistence of the agreement or order for award of the work.

18 CONFIDENTIALITY:

18.1. Except with prior written consent of MDL, the consultant and their personnel shall not at any time communicate to any person or entity, any confidential information disclosed to them for the purpose of services or disclosed by them in the course of rendering the services, nor shall the consultant or their personnel make public any information as to the recommendations formulated in the course of the services.

19 DUTY OF PERSONNEL OF BIDDER:

19.1. MDL being a Defence Organisation, the Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

20 CONTRACT AGREEMENT:

20.1. A formal agreement as per terms & conditions of tender, as per MDL format **Enclosure-3** of Vol I, on Non-Judicial Stamp Paper, shall be made between MDL and the successful tenderer.

21 ARBITRATION:

21.1. 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 & Conciliation Act, 1996.

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

21.2. 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.

22 CONSULTANT'S ACTIONS:

22.1. The consultants shall obtain the MDL's prior approval in writing before taking any of the following action:

22.1.1. Appointing sub- consultants or the personnel who are not listed in the Enclosure – 5 of tender volume-I.

22.1.2. Entering into a subcontract for the performance of any part of the services, it being understood that consultant shall remain fully liable for the performance of services by the sub-consultant and its personnel pursuant to this contract.

22.1.3. All plans, drawings, specification, designs, reports, correspondence and other document prepared by the consultant in performing services shall

become and remain the property of the MDL and the consultant shall not later than termination or expiration of this contract, deliver all such documents to MDL, together with a detailed inventory thereof. The consultants shall not use these document for purposes unrelated to this contract without the prior written approval of the MDL.

Yours faithfully,
For **MAZAGON DOCK SHIPBUILDERS LIMITED,**

AGM (HOD- IP -COMM)
(A.M. Abhyankar)
Email - **mdlipcomm@mazdock.com**

Enclosure-1**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**

(On Non-Judicial stamp paper)

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

2. We, Bank further agree that the Purchaser shall be sole judge whether the said Firm/Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as guarantors may be entitled to.
3. We, Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank 's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Firm/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Firm/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Firm/ Supplier or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Firm/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Firm / Supplier or dissolution or winding up of the business of the Firm/ supplier.
7. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed Rs.....
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before(validity + ---weeks from the date of expiry of this guarantee).
8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

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

For Bank
(by its constituted attorney)

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

Enclosure-2

Format for Covering Note for Submission of Invoice

The Additional General Manager,
Infra Projects Department,
3rd Floor, Alcock Yard,
Mazagon Dock Shipbuilders Limited,
Dock Yard Road,
Mumbai - 400010, INDIA

Sir,

Sub: Appointment of Consultant for Carrying out Feasibility Study, Preliminary Project Report and Preparation of Master Development Plan for Development of Greenfield Shipyard at Nhava Yard, MDL, Raigad.

Ref: MDL Purchase Order No.

With reference to the above, we hereby submit our Invoice for the subject work with details

1. Our Invoice No..... dtd.....
2. Work Sheets duly certified by representative of Infra Project Department.
3. Period of work carried out and billed in this Invoice:..... to
4. Contractual Completion Date:
5. Security Deposit/ Guarantee
 - a. Ref No. & Date:
 - b. Value of the SD
 - c. Valid from..... to
 - d. Extended to (if applicable)
 - e. Issuing Bank:

Signature of Firm:

Enclosure-3

CONTRACT AGREEMENT

This agreement made theday of20.....

Between.....of.....
.....(hereinafter called “the Employer” of the one part,

and.....of.....
.....(hereinafter called “the Consultant”) of the other part

Whereas the Employer desires that the Works known as should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any detects therein,

The Employer and the Consultant agree as follows

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement:

The letter of Acceptance dated

The Letter of Tender dated

The addenda nos

The Conditions of Contract

The Employers Requirements

The completed Schedules, and

The Consultant Proposal

In consideration of the payments to be made by the Employer to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein, in conformity with the provision of the Contract.

The Employer hereby covenants to pay the Consultant, in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract price at the times and in the manner prescribed by the Contract.

CONTRACT AGREEMENT cont'd

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year before written in accordance with their respective laws.

Signed by.....
For and on behalf of the Employer
(who is acting on behalf of M/s
Mazagon Dock Shipbuilders Limited)

Signed by
For and on behalf of the Consultant

in the presence of

in the presence of

Witness.....

Witness.....

Name.....

Name.....

Address.....

Address.....

.....

.....

Date.....

Date.....