



**MAZAGON DOCK SHIPBUILDERS LIMITED**

(Formerly known as Mazagon Dock Ltd.)

**CIN: U35100MH1934GOI002079**

(A Government of India Undertaking)

Dockyard Road, Mazagon, Mumbai 400010. India.

Certified – ISO 9001:2008 for Shipbuilding Division

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

**Expression of Interest (EOI) to Appoint Consultancy of Design and Manufacturing (Transfer of Technology) in the Specialized field of Manned Underwater Armed Platform.**

**Department** : **Planning Additional Project – East Yard**  
**E-mail ID** : [hrathod@mazdock.com](mailto:hrathod@mazdock.com)  
**Phone no.** : **022 – 23763622**  
**Fax** : **022 - 23724932**

**EOI no.** : **EY/PLG/AP/GEN/313/CON/UAP**  
**EOI date** : **11.12.2023**  
**EOI closing date & time** : **29.12.2023**  
**EOI opening date & time** : **Immediately on receipt**

## LETTER OF INVITATION

Mazagon Dock Shipbuilders Limited (MDL) seeks response from Indian Firms willing to work with MDL as Design Firm/consultancy for **consultancy of design and manufacturing (Transfer of Technology) in the specialized field of manned underwater armed platform.**

### DISCLAIMER

1. MDL, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EoI document.
2. MDL may, in its absolute discretion, but without being under any obligation to do so, modify, amend or supplement the information in this EoI document.
3. The issue of this EoI does not imply that MDL is bound to select and shortlist any or all the participating firm. Even after selection of suitable participating firm, MDL is not bound to proceed ahead with the participating firm and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
4. The participating firm shall bear all costs associated with the preparation, technical discussion/presentation and submission of EoI. MDL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the EoI process.
5. Canvassing in any form by the participating firm or by any other agency on their behalf shall lead to disqualification of their EoI.

## SCHEDULE OF EOI PROCESS & CONTACT DETAILS

### A. SCHEDULE OF EOI PROCESS

The schedule of activities during the EoI Process shall be as follows -

Sl. No.	Description	Date
1	Issue of EoI document	11.12.2023
3	Last date of Submission of EoI response	29.12.2023

### B. CONTACT DETAILS:

#### **Submission of Offer:**

Offer (**Original + one soft copy**) super scribing the enquiry number, enquiry subject, last date for receipt of EOI and shall be addressed to

Mr. Sanjay Singh,  
HOD/ Additional General Manager, Planning-East Yard  
Mazagon Dock Shipbuilders Limited, Dockyard road,  
Mumbai 400010  
E-Mail: [sanjaysingh@mazdock.com](mailto:sanjaysingh@mazdock.com)

**All the correspondences shall be addressed to the following with copy to Mr S K Singh:**

- i) Mr. Hemant D Rathod  
SIC/ Deputy General Manager (Plg-EY)  
Mazagon Dock Shipbuilders Limited, Dockyard road, Mumbai 400010  
E-Mail: [hrathod@mazdock.com](mailto:hrathod@mazdock.com)

## 1) ABOUT MDL

Mazagon Dock Shipbuilders Limited (MDL) is a leading Submarine and shipbuilding company in the country with a Miniratna Category-1. the company was taken over by the government of India and established as a public sector undertaking under the ministry of defence in 1960. Over the last six decades, mdl has delivered over 250 warships/submarine/ platforms to various customers in India and abroad. out of these 30 major warships/underwater platforms have been delivered to the Indian navy. The diversified platforms delivered to various customers range from destroyers, stealth frigates, underwater platforms, missile boats, corvettes, offshore patrol platforms, multipurpose support platforms, offshore supply platforms, dredgers, tugs and cargo-cum-passenger platforms. the shipyard has also undertaken major refits of submarines and is presently undertaking medium refit cum life extension of SSK class submarines. The shipyard has capacity to build 11 submarines concurrently.

## 2) Objective of EOI:

Mazagon Dock Shipbuilders Limited (MDL) invites Expression of interest to appoint consultancy of design and manufacturing (Transfer of Technology) in the specialized field of manned underwater armed platform.

The party shall work closely with MDL in Design, concept Development and manufacturing of underwater armed platform and ensuring operation of platform in automated mode.

The scope of the firm/consultancy and others terms are as explained in the below clauses.

## 3) Present Requirement:

Bidder/consortium partner should be in the business of consultancy for 03 years or more in the field of manned underwater armed platforms.

The Firm/Bidder should submit brief Offer including following details along with this EOI.

1. Having proven track record in design of manned underwater armed platforms. (Detail shall include specification, name of shipyard, name of client, approx. value, classification society approval etc.)
2. The bidder is required to submit technical proposal of design and manufacturing phase along with bid with suitable details.
3. Experienced consultancy firm offering an integrated package of consultancy services for design and manufacturing of underwater armed platforms, service offerings may include some or all of the following; but necessarily detailed design process:
  - Familiarisation on conceptual, Functional Design and Detailed Design processes.
4. **Conceptual and Functional design of platforms** to be proposed by the Firm/Bidder.
5. **Detailed design, Build Technology to be proposed** by the Firm/Bidder.

**4) Definitions:** In this document the following abbreviations and expressions have the meaning hereby assigned to them as follows:

- a) **MDL:** means Mazagon Dock Shipbuilders Limited.
- b) **BIDDER/PARTY/APPLICANT:** means the proprietary firm, partnership firm, limited company private or public or corporation
- c) **EOI:** means Expression of Interest.
- d) **Project:** Underwater armed platform or similar.

**5) Scope of Work/Services:**

The broad scope of work for the bidder/firm shall include or may vary from project to project as per the MDL customer requirement.

The objective of 'Design & manufacturing (Transfer of Technology) Consultancy in the specialized field of manned underwater armed platform' is to understand and assist the complete design know-how so as to enable the MDL to independently undertake design and in-service modifications, and to undertake construction, of the specialized underwater armed platforms of the project and future projects of similar technology and complexity.

a) Design Phase:

- i. **Jointly work during Design and development phase** of underwater armed platforms.
- ii. Formulate functional and detailed design.
- iii. Formulate preliminary surveys and investigations (if required).
- iv. Formulate of bill of material & supplier database.
- v. Assist MDL in formulation of competitive cost estimates.
- vi. Assist MDL during technical negotiations with other clients.
- vii. Preparation of detail design and production drawings. Update and maintain revisions of drawings during construction.
- viii. Assist MDL in preparing technical specifications for procurement of material/systems.

b) Production Phase:

- i. Formulation of QAP/Class approved documents.
- ii. Assist MDL in planning and scheduling to meet project deadlines.
- iii. Provide details of potential vendors for procurement for material and systems.
- iv. Prepare technical specification for procurement & subcontracting.
- v. Assist MDL procurement team in technical negotiation and replying to technical queries of bidders.
- vi. Assist MDL with technical acceptance of incoming material if required.

- vii. Assist MDL with technical matters during construction, launching, test and trial and commissioning.

c) Post Production Phase

- i. Assist MDL with respect to defect rectification, if any, during warranty period.
- ii. Assist MDL in maintenance/ Repair.
- iii. Preparation of techno commercial bid documents as per potential customer requirements.
- iv. Assist MDL to bid for similar project issued by customer.

**6) Method of Selection:**

a) **Evaluation Bids/offer:**

- i. Offer received against the EOI will be opened, evaluated and recommended for empanelment by Screening/Evaluation Committee as soon as possible from the date of receipt and shall be subjective to approval by competent authority in MDL.
- ii. The applications will be evaluated based on the parameters and criteria laid down in the document **Annexure-1**.
- iii. Any information contained in the Offer shall not in any way be construed as binding on the MDL, its agents, successors or assigns, but shall be binding against the Applicant(s) if the empanelment is subsequently awarded to it.

b) **Clarifications:**

- i. To facilitate evaluation of Offers, MDL may, at its sole discretion, seek clarifications from any prospective Applicant(s) regarding its Offer. Such clarification(s) shall be provided within the time specified by the MDL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- ii. If the firm does not provide clarifications sought under within the specified time, its Offer shall be liable to be rejected. In case the Offer is not rejected, the MDL may proceed to evaluate the Offer.
- iii. Collection of EOI queries & missing document via the email, the evaluation may be done on the basis of soft copy (signed stamped and scanned document send via email) submitted by the applicant(s) and they may be asked to submit the document in physical form on or before the signing of the agreement.

**7) Mode of Remuneration /Consultancy fee.**

- a) Preparation of proposal: Bidder is required to prepare proposal along with MDL at no cost basis, payment would be made only when order is received from customers.
- b) Income tax will be deducted at source as per rates applicable at the time of payment as per Government of India rules / applicable treaties. Withholding tax certificate for any taxes deducted shall be provided by the company. All applicable taxes and duties shall be borne by bidder and shall be deducted by the company from the commission payable to bidder.
- c) If bidders have any suggestion related to payment terms, same shall be elaborated in the offer. It may be noted that preference may be given to bidder accepting no cost basis as mentioned in above paragraphs.

**8) Consortium Bids/Offer**

- a) Offer can be submitted by a consortium of firms. A company cannot propose to be member of more than one consortium for submission of Offer against this EOI. The consortium jointly shall meet all eligibility criteria's indicated at annexure-01 of this EOI.
- b) For a consortium bids, the Consortium Agreement clearly specifying the name of the **Indian firm as lead member** should be enclosed with the bid.
- c) Agreement shall be signed with the consortium member and all the consortium member shall be liable to execute the contract and payment under the contract shall be released to the lead member on behalf of the consortium.

**9) Association of one or more Firm/bidder:** A Firm/consultancy may associate by way of Memorandum of Understanding (MOU) with Firm/consultancy(s) and /or individual expert or financial party at the time of submission of Offer (Tender/ Empanelment). although the contract shall be signed by all the members of the associations of the Firm. Both the party participating in association will be jointly and severally liable for the completion of contract won under this association. However, the association of one or more Firm to execute the legally binding consortium agreement between them and submit to MDL once the said association is declared as successful bidder.

**10) Cost of Bidding:** The bidder shall be responsible for all the costs associated with the preparation of its Offer and its participation in the bidding process. MDL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of bidding. MDL shall have no liability in this regard if it decides to terminate the process of short- listing for any reason whatsoever.

**Applicant's Responsibility:** The following is the sole responsibility of the bidder:

- a) The bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of EOI document will be bidder's own responsibility
- b) All other matters that might affect the bidder's performance under the terms of this EOI document.
- c) MDL shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

**11) Format and signing of Bid/Offer:**

- a) EOI form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English
- b) The Offer submitted shall be sealed properly.

**12) Sealing and Marking of Bids:** Bidders shall submit their Offers by e-mail / registered post, courier or by hand at the following office address on or before the last date and time for receipt of Offers mentioned in the EOI documents. The envelope shall be addressed to:

**Mr. Sanjay Singh / H Rathod**

**HOD/ Additional General Manager, Planning-East Yard**

**Mazagon Dock Shipbuilders Limited, Dockyard road,**

**Mumbai 400010**

E-Mail: [sanjaysingh@mazdock.com](mailto:sanjaysingh@mazdock.com)

[hrathod@mazdock.com](mailto:hrathod@mazdock.com)

**13) Submission of EOI:**

- a) The Bidder(s) may submit the EOI as per EOI schedule. The MDL may ask Bidder(s) for clarifications or additional documents/ credentials at its discretion. Clarifications (if any) will be e-mailed to the Bidder(s).

All pages of the EOI should be signed by only the authorized person(s) of the company/firm. Any interlineations, erases or overwriting shall be valid only if the person(s) signing the EOI authenticates them. The EOI should bear the rubber stamp of the Bidder on each page except for the un- amendable printed literature.

- b) Bidder can submit the Offer in sealed envelope super-scribing the category applying for, EOI no., Name of the EOI and Due Date.

**14) Particulars**

- a) This should not be treated as a commercial tender document and parties are advised not to offer their prices or include any financial aspect with the response to EOI.
- b) MDL reserves the right to restrict the list of pre-qualified parties/BIDDERS to any number deemed suitable by it.
- c) Even though BIDDER may satisfy the above requirement, he would be liable to disqualification if it has made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the EOI pre-qualification document.



## 15) Clarification of Bid Documents:

- a) **Raising of queries/clarifications on Request for EOI document:** The Bidder(s) requiring any clarification on this document should submit their written queries with EOI details to the following email:
  - i) [hrathod@mazdock.com](mailto:hrathod@mazdock.com)
- b) The bidders are required to keep a watch on the MDL website w.r.t. any amendment in the EOI document or to clarification to the queries raised by the bidders till a day prior to the opening of the bid. MDL reserves the right for rejection of bids if the bids are submitted without taking into account these amendments/clarifications. Further bidder will be fully responsible for downloading of the EOI document and amendments for their completeness.
- c) The right to suspend the short –listing process or part of the process to accept or reject any or all applications at any stage of the process and/ or to modify the process or any part thereof at any time without assigning any reason is reserved by MDL without any obligation or liability whatsoever.

**16) Unconditional Bids:** Bidders may note that MDL may not entertain any deviations to the EOI Document at the time of submission of the Offer or thereafter. The Offer to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the EOI Document with all its contents. Any conditional Offer may be regarded as non-responsive and could be liable for non-consideration.

**17) Validity of the Offer:** The Offer shall be valid for a period of not less than 180 days from the Offer Due Date, or any Extensions.

## 18) Amendment to Bid Documents

- a) At any time, prior to the date of submission of Offer, the MDL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify/alter any terms & conditions of the bid documents by amendments.
- b) The amendments shall be posted on the web-site and these amendments will be binding on them.
- c) In order to give prospective bidders reasonable time to take the amendments into account while preparing their bids or for any other reason, the MDL may, at its discretion, extend the last date / time for the submission of bids suitably.

**19) Final decision-making authority:** MDL reserves right to accept or reject any application and finalize the pre-qualification process and reject all application at any time, without assigning any reason whatsoever and shall not be held liable for any such action.

**20) Jurisdiction and Applicable Law:** All matter connected with the EOI, shall be governed by the law of India (both substantive and procedural) for the time being in force and shall be subject to exclusive Jurisdiction of the courts at Mumbai.

**21) Bidders shall be deemed to have:**

- a) Examined the Request for EOI document and its subsequent changes, if any for the purpose of responding to it.
- b) Examined all circumstances and contingencies, having an effect on their EOI application and which is obtainable by the making of reasonable enquiries.

**22) Confidentiality:**

Information relating to the evaluation of EOI Application and recommendation of resultant firm is confidential and the process is ongoing. As such, any information related with EOI Process shall not be disclosed to the any firm or any other persons, in any manner. NDA non discloser agreement is this regard is mandatory and will be signed during the process by both party.

**23) Other Terms & Conditions:**

- a) This EOI does not constitute any form of commitment on part of MDL. Furthermore, this EOI confers neither the right nor an expectation on any entity to participate in the proposed Service. MDL reserves the right to not consider any or all the applications (bids) received or stop the process of EOI at any stage, if it is required to meet its business objectives.
- b) This advertisement does not constitute and will not be deemed to constitute any commitment on part of MDL for any purchase / work-order.
- c) Furthermore, this advertisement confirms neither the right nor any expectation on any party to participate in the future proposed tenders.
- d) MDL is not responsible for non-receipt of EOIs within the specified date and time due to any reason including postal delays or holidays in between.

## Pre-Qualification documents

S. No.	Particulars	Documents to be submitted
	<b>Technical Pre-Qualification</b>	
1.	Company Profile	Company Introduction letter with company Brochure / corporate ppt. Consortium or Association of Firm/consultancy should submit documents of their respective firms.
2.	Bidder should be in design consultancy for 03 Years or more in the field of manned underwater armed platforms.	<ul style="list-style-type: none"> <li>• Work orders/sanction orders/ letter/certificates/Agreement copy along with completion certificates from Govt./Semi- Govt. organizations or private companies.</li> <li>• Consortium or Association of Firm/consultancy should submit experience of their respective firms.</li> </ul> <p>Note: If outside India, that experience; substantiated by a valid Employer certification of origin Country, in which the aforesaid Work, claimed, as work experience, was executed.</p>
3.	IPR generated within the scope of consultancy belongs to MDL.	Undertaking to be submitted on company letterhead stating “IPR generated within the scope of consultancy belongs to MDL”.
4.	Consultancy to declare Indigenous content greater than 60 % for all projects. All weapons and sensors shortlisted should be sourced from Indian vendors.	Provide the list of weapon and sensors source of supply and indigenisation plan.
5.	Should have designed and manned underwater armed platform and a platform should be built under their design.	Necessary documentation in Support (Previous order/ certificates).
6.	Technical proposal for manned underwater armed vehicle submitted along with EOI for scrutiny.	<ul style="list-style-type: none"> <li>• Technical proposal by firm for underwater armed vehicle.</li> <li>• MDL reserves the right to negotiate with the most competitive applicant if required.</li> </ul>

<b>Commercial Pre-Qualification</b>		
1.	The Bidder may be proprietorship concern/firm/partnership/company incorporated in India under the Indian Companies Act 1956/2013. In case of consortium with foreign firms, a company incorporated under equivalent law or a consortium/Registers foreign firms.	Copy of Incorporation Certificate in case of company. Partnership deed in case of partnership Self-declaration in case of individual or proprietorship concern, Udyog Aadhar. Consortium or Association of Firm/consultancy should submit documents of their respective firms.
2.	Indian Bidder must have Goods & Service Tax (GSTN) registration and PAN Card. in case of consortium foreign partners registration document with respective country.	GST /Registration Certificate / PAN Card Copy.
3.	The Bidder company should not have been blacklisted/ debarred/ suspended by any Government/ Corporation/Company/Statutory Body/ PSU company/ Government of any sovereign countries on the date of bidding.	As Per format enclosed.
<b>Financial Prequalification:</b>		
1	The Firm/Consultancy should have a minimum average annual turnover of <b>INR 4 Crores</b> during the last 3 (three) financial year's.	CA certified balance sheets or Financial Information certified by CA as per Annexure -6. Consortium or Association of Firm/consultancy should submit documents of their respective firms.
<b>Other Documents</b>		

1	<p><b>Consortium / Association Criteria</b></p> <p>i. Offer can be submitted by a consortium / Association of Firm/Consultancy. A company cannot propose to be member of more than one consortium / Association for submission of Offer against this EOI. The consortium / Association of Consultancy jointly shall meet all the eligibility criteria's. For a bidding consortium, the Consortium Agreement clearly specifying the name of the lead member should be enclosed with the bid.</p> <p>ii. Agreement shall be signed with the consortium / Association member and the all the member shall be liable to execute the contract and payment under the contract shall be released to the lead Indian partner on behalf of the consortium /Association.</p>	<p><b>Consortium / Association Document as per EOI Terms</b></p> <p>Covering letter from the consortium parties / Association of Firm/Consultancy with Indian firm as lead partner.</p> <p>i Signed and Stamped copy of consortium agreement / MOU.</p> <p>ii Indicative Consortium Agreement format placed at Annexure 7.</p> <p>iii MOU for Association of Firm/consultancy to be also in same lines with consortium agreement. It shall clearly mention the roles and responsibilities of Members and undertaking that legally binding consortium agreement between them will be signed once the said association is declared as successful bidder.</p> <p>iv Authorization in favour of person signing the consortium / MOU as per Notice Inviting Expression of Interest (EOI) clause.</p>
2	Submit compliance matrix , deviation to be clearly indicated in the tabulated form if any	Submit compliance matrix , deviation to be clearly indicated in the tabulated form if any.

**UNDERTAKING REGARDING NOT BEING BLACKLISTING**

*(Undertaking on Company Letter Head)*

It is hereby certified that, I/we \_\_\_\_\_ are not blacklisted/debarred/suspended by any Ministry/ Departments of Central/ State Government, International bodies like United Nations, World Bank or any other organisation/ Funding Agencies as on date.

**Place:** \_\_\_\_\_

**Date:** \_\_/\_\_/\_\_\_\_

**Signature of Authorized Signatory**

**Name:** \_\_\_\_\_

**Designation** \_\_\_\_\_

**Company Seal**

**Vendor data format**

- 1. Name of Firm / Company:**
- 2. Address**
- 3. Name of contact Person**
- 4. Contact /Mobile Number**
- 5. Email address**
- 6. PAN of Firm/Company**
- 7. GST of Firm/Company**
- 8. Banks Details**
  - a. Account Number**
  - b. Nature of account**
  - c. IFSC Number**
  - d. Bank Name & Branch**
  - e. Account Holder Name**

Correspondence with respect to this EOI may be addressed to Mr/Ms.....at email id ..... and mobile no..... I/We accept that MDL may send SMS and/or email regarding this tender/any other tender, award of contract, purchase order(s) and/or any other information on any/all mobile nos. mentioned in this vendor data sheet. I/We certify that the information given herein is correct to the best of my knowledge and belief.

**Signature of Proprietor/Partner/CEO/Chairman**  
**Seal of the company/concern**

- **Supporting documents where ever required on points above to be submitted**

**Companies/Firms/Proprietorship**

Contact detail of the authorized signatory and an authorized contact person on behalf of the Bidder is to be provided as under: -

<b>Particulars</b>	<b>Authorized signatory for signing the EOI</b>	<b>Authority authorizing</b>
Name		
Designation		
Email Id		
Landline		
Mobile No.		
Address		



**Covering Letter (On Bidder's letter head)**

(Date and Reference)

To,

Mr. Sanjay Singh,

HOD/ Additional General Manager, Planning-East Yard

Mazagon Dock Shipbuilders Limited, Dockyard road,

Mumbai 400010

E-Mail: [sanjaysingh@mazdock.com](mailto:sanjaysingh@mazdock.com)

Sub: **“Expression of interest (EOI) to appoint consultancy of design and manufacturing (Transfer of Technology) in the specialized field of manned underwater armed platform.”**

Dear Sir,

With reference to your EOI Document dated ....., I/We, having examined all relevant documents and understood their contents, hereby submit our Offer for Empanelment for ..... [Insert Category] in ..... [Insert field/services].

- 1) The Offer submitted is unconditional.
- 2) We acknowledge that the MDL will be relying on the information provided in the Offer and the documents accompanying **to appoint consultancy of design and manufacturing (Transfer of Technology) in the specialized field of manned underwater armed platform**, and we certify that all information provided in the Offer and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Offer are true copies of their respective originals.
- 3) I/We declare that:
  - a) I/We have examined and have no reservations to the EOI Documents, including any Addendum issued by MDL
  - b) I/We do not have any conflict of interest in accordance to the EOI Document;
  - c) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the EOI, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

- 4) I/We shall make available to MDL any additional information it may deem necessary or require for supplementing or authenticating the Offer.
- 5) I/We acknowledge the right of MDL to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
- 7) We certify that, we or any of our Associates have not been blacklisted/ debarred/ termination of contract except for reasons of convenience of Client by any government/ government board/ corporation/ company/ PSU Company/ statutory body/ non-government and any funding agencies.
- 8) I/We further certify that no investigation by a regulatory authority is pending either against us or against our associates or directors /managers/employees or against to be engaged team members.
- 9) I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Firm /Consultancy or in connection with the Selection Process itself in respect of the above-mentioned Project.
  
- 10) I/We agree and undertake to abide by all the terms and conditions of the EOI Document.

In witness thereof, I/we submit this Offer under and in accordance with the terms of the EOI Document.

Yours faithfully,  
(Signature, name and designation of the authorized signatory)  
(Name and seal of the Bidder)

**Financial Information**

Date: [insert day, month, year]

Legal Name: [insert full name]

## Financial Data

Sl. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)	Net worth as at the end of the financial year
1				
2				
3				

2. Financial documents<sup>#</sup>

The participating firm shall provide copies of the financial statements including balance sheets all notes and related income statements for last 3 years.

The financial statements shall:

- Reflect the financial situation of the participating firm submitting EoI.
- Be audited by a certified accountant.
- Be complete, including all notes to the financial statements.
- Correspond to accounting periods already completed and audited (no statements for partial periods shall be accepted).

<sup>#</sup>In case of consortium, same to be provided for constituent companies of the consortium.

(Signature &amp; Seal)

Authorised Signatory of the Party

**Certificate from Chartered Accountant:**

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

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm.

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 Signature of Applicant      Seal of Company/Firm

**Consortium Agreement**

This consortium agreement (the "Agreement") is made and executed on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ for the bid for " \_\_\_\_\_ " for MDL (Mazagon Dock Shipbuilders Ltd registered under Companies Act, 1956, and having its registered office at Dockyard Road, Mumbai 400010 (herein after referred to as "MDL"), by and between:

THE COMPANY/FIRMS/SOLE PROPRIETORSHIP \_\_\_\_\_ having its register office at \_\_\_\_\_ (herein after referred to as " \_\_\_\_\_ ")

AND

M/s \_\_\_\_\_ a company / firm/proprietorship having its register office at \_\_\_\_\_, herein after referred to as " \_\_\_\_\_ "

(Herein after referred to individually as PARTY and collectively as "PARTIES" and as "consortium")

WHEREAS MDL has floated the document (Tender/EOI/RFP) No. \_\_\_\_\_ Dated \_\_\_\_\_ for \_\_\_\_\_

AND WHEREAS the MDL has been assured by the parties that:

- a) \_\_\_\_\_ has proven technology, design & engineering expertise in \_\_\_\_\_
- b) \_\_\_\_\_ has expertise in \_\_\_\_\_
- c) \_\_\_\_\_ shall be the leader of the consortium for the contract.
- d) The PARTIES jointly meet the eligibility criteria for tender/RFP/EOI No. \_\_\_\_\_ dated \_\_\_\_\_ as per MDL.
- e) The parties shall coordinate their resources in such a way that they will jointly & severally fulfil the requirements of the MDL and shall be awarded contract for execution of " \_\_\_\_\_ " (herein after referred to the 'CONTRACT/PROJECT/WORK')
- f) M/s \_\_\_\_\_ and M/s \_\_\_\_\_ Ltd. shall be jointly and severally liable for the execution & completion of this CONTRACT/PROJECT/WORK

NOW THEREFORE, the parties have entered into the following consortium agreement (the 'Agreement') on \_\_\_\_\_ Day \_\_\_\_\_ Month \_\_\_\_\_ to which the parties witness as follows:

1. The PARTIES, each having its own expertise and each as a separate legal entity, shall join their efforts in order to make the consortium successful for award of the CONTRACT and execution of the PROJECT/WORK.
2. Leader of the Consortium (i.e.) shall be overall responsible for the execution of the contract. But the Leader and other member of the consortium will be jointly and severally liable for the execution of the CONTRACT and shall also be liable jointly and severally for damages (In case of award contract) in accordance with the CONTRACT terms.
3. The leader of this consortium shall be jointly responsible for overall coordination of the scope of work of the PARTIES and of overall execution of the CONTRACT. However, each PARTY shall remain liable towards the other PARTY for project execution and for its actions and deficiencies.
4. The parties undertake to co-operate with each other according to the principles of good faith and to refrain from acting in any way that may contravene good faith and to refrain from acting in any way that may contravene aims and objectives of this agreement and to make reasonable effort in order to prevent or minimize any possible disadvantage for the other PARTY. The co-operation of the PARTIES under the agreement is on mutually exclusive basis. Therefore, no PARTY shall in any way whether directly or indirectly - coordinate or tie up with any new person, company or firm (whether it is a competitor of the PARTIES or not) for the subject matter of this agreement.
5. Each PARTY shall bear its costs, incurs for the offer prepared and in case of award, each PARTY will be fully responsible and liable for the complete performance of the CONTRACT and this agreement. This includes but is not limited to the liability of a PARTY under the CONTRACT and under this agreement and each PARTY's liability for damage from it non-performance, defective faulty or delayed performance whether of a PARTY itself or its sub-contract as per the provision of the CONTRACT. Each party shall bear all related costs, charges and risks as shall be agreed in the CONTRACT.
6. All matter and any disputes shall be governed by the law of India (both substantive and procedural) for the time being in force and shall be subject to exclusive Jurisdiction of the courts at Mumbai.
7. This Agreement shall become effective upon signature by the' PARTIES and shall remain in full force and effect until all obligations, liabilities and warranties undertaken/ given by the PARTIES in connection with the present agreement have been settled.
8. The agreement may be terminated by either PARTY with immediate effect by written notice of 30 days to MDL as well as the other PARTY if:

- the other PARTY is declared insolvent or bankrupt or if a liquidator or receiver is appointed to that PARTY, or if an event happens that has a similar effect; or
  - the CONTRACT is not awarded by the MDL or if the MDL abandons the PROJECT or if the MDL awards the CONTRACT to the third party other than the PARTIES hereto.
9. Any matter, which is not stipulated in the Consortium agreement, shall be settled in good faith by discussion among the parties in the spirit of understanding and co-operation. Modification and supplement to this agreement requires mutual agreement between the PARTIES and must be in writing in order to be effective.
  10. None of the PARTIES shall have the right to introduce a new party or consortium member or to assign or in any way transfer any of its rights or obligations under this agreement to any other company, firm or person without first obtaining the consent in writing of the other PARTIES.
  11. The Consortium will nominate/authorize a representative who will have the authority to conduct all business for and on behalf of any and all the partners of the Consortium during the bidding process and, in the event the Consortium is awarded the CONTRACT, during CONTRACT execution.
  12. It is agreed to authorize the lead bidder of this consortium agreement to submit & sign the techno commercial Offer (i.e. the technical and the financial part of the bid) on the behalf of this consortium.
  13. Roles and Responsibilities of the Parties shall be as follows:
    - M/s -----
    - i. -----
    - ii. -----
    - M/s -----
    - i. -----
    - ii. -----
  14. Notices and other communications under this Consortium agreement shall be in writing and communicated through post, courier, fax, email or any other recognized mode of such communication. All such notices and communications shall be directed to the address as mentioned in the Consortium agreement.
  15. Each PARTY shall be responsible to comply with the applicable laws and rules of the land for their own personnel and property.
  16. PARTIES agree to be fully responsible for the successful execution/performance of the CONTRACT in accordance with the terms of the Contract. In case of any breach of the said CONTRACT by any of the PARTIES of the consortium, liability shall be borne by the PARTIES jointly and severally.
  17. The consortium undertake & declare that:

- a. We accept all the terms & condition of the tender/EOI/RFP for which this agreement is signed.
- b. We jointly qualify the tender eligibility criteria.
- c. The consortium jointly is meeting all the other eligibility criteria.
- d. The member of this consortium is not member of more than one consortium for submission of Offer against this tender.
- e. We are submitting the consortium agreement as per the tender.
- f. We certify that we have proposed Technical solution as per tender/Eol/RFP requirement of the WORK/CONTRACT/PROJ ECT.
- g. We certify the originality of the document submitted by us for the above said  
WORK/ CONTRACT/ PROJECT"
- h. We undertake to accept the terms & condition of the PO/Work order that MDL will receive from its potential customer.
- i. We certify that we had read and accepted all the terms and condition of this tender & its corrigendum's (if any) and we had submitted the tender document according to the tender condition &technical requirement.
- j. We also certify that the solution that we have proposed is as per the tender/RFP/EOI and fully capable and in compliance to perform the WORK/CONTRACT/PROJECT.
- k. We unconditionally accept MDL's tender's all terms & conditions & will finalize the WORK/CONTRACT/PROJECT as per the tender requirement.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2021 by the authorized representatives of

<b>Firms Name: M/s</b>	<b>Firms Name: M/s</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Name:</b>	<b>Name:</b>
<b>Designation:</b>	<b>Designation:</b>
<b>Date:</b>	<b>Date:</b>