



Garden Reach Shipbuilders & Engineers Ltd.
(A Government of India Undertaking)
43/46, Garden Reach Road, Kolkata – 700024, India
Tele Phone: +91 33 2469 8100 to 8114;
E-mail: nandi.suchita@grse.co.in ; Web site: www.grse.in

CIN No. L35111WB1934GOI007891

CORRIGENDUM – II
TO NOTICE INVITING “EXPRESSION OF INTEREST”

SECTION A

Ref. No.	SCC/SN/MARINE VESSEL/002/EOI-007
Description	Establishing Collaboration with Suitable Shipyard(s) Towards Co-Production of Marine Vessels/Craft(s)
Department issuing EOI	Contract Cell
Date of Issue of EOI	13.03.2023
Date of interactive session	30.03.2023 from 10:00 Hours
<u>Details of Webex Meeting Invitation for Interactive session is appended below</u>	
Video Conference Link for the meeting is as follows: Join from the meeting link https://grsematerial.webex.com/grsematerial/j.php?MTID=m6da8c72eef45f63d080ef2a55e538465 Join by meeting number Meeting number (access code): 2511 236 3052 Meeting password: 1111 Join by phone Use VoIP only Join from a video system or application Dial 25112363052@grsematerial.webex.com You can also dial 210.4.202.4 and enter your meeting number.	
<u>All other details, terms & conditions and dates of this EOI shall remain unaltered</u>	

Suchita Nandi
GM (CC&VD)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata – 700 024
E mail: Nandi.Suchita@grse.co.in
Mobile: 8420008800



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CORRIGENDUM – I
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SECTION A

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Description	Establishing Collaboration with Suitable Shipyard(s) Towards Co-Production of Marine Vessels/Craft(s)
Department issuing EOI	Contract Cell
Date of Issue of EOI	13.03.2023
<u>Following Cardinal Dates of EOI have been modified as below</u>	
Date of interactive session	30.03.2023 from 10:00 Hours
Bid submission start date	03.04.2023 from 12:00 Hours
Bid submission end date	06.04.2023 up to 12:00 Hours
Date of Opening of Bid	06.04.2023 at 14:00 Hours
<u>All other details, terms & conditions of this EOI shall remain unaltered</u>	

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NOTICE INVITING “EXPRESSION OF INTEREST”

SECTION A

Ref. No.	SCC/SN/MARINE VESSEL/002/EOI-007
Description	Establishing Collaboration with Suitable Shipyard(s) Towards Co-Production of Marine Vessels/Craft(s)
Department issuing EOI	Contract Cell
Date of Issue of EOI	13.03.2023
Date of interactive session	22.03.2023 from 10:00 Hours
Bid submission start date	27.03.2023 from 12:00 Hours
Bid submission end date	29.03.2023 up to 12:00 Hours
Date of Opening of Bid	29.03.2023 at 14:00 Hours
Validity of EOI	90 days from the date of opening of EOI
Place of interactive session	PP&C Conference Room, GRSE Main Works, Kolkata (Firms willing to participate through video conference may like to confirm for link)
Contact Person Email Address Mobile Number	GM (CC&VD) Nandi.Suchita@grse.co.in +918420008800
----- For technical queries	----- CGM (PP&C) Manchanda.Rajat@grse.co.in +917042666347
Sections, Enclosures and Annexures	Section A – Snapshot Section B – Notice Inviting EOI Enclosure 1 – Scope of Work Enclosure 2 – General Terms & Conditions Annexures 1 – Undertaking Regarding Blacklisting Annexures 2 – Qualifying Criteria Matrix Annexures 3 – Questioners Annexures 4 – Format of Non-Disclosure Agreement Annexures 5 – Format for Integrity Pact

SECTION B

Introduction – Garden Reach Shipbuilders & Engineers Ltd:

1. Garden Reach Shipbuilders & Engineers Ltd (GRSE), is a premier Warship building Company in India, under the administrative control of Ministry of Defence and enjoys 'Mini Ratna' status. Since 1960, GRSE has built and delivered 107 warships for various roles, starting from state-of-the-art Frigates & Corvettes to Fast Patrol Boats. GRSE, as a premier Defence Public Sector Shipyard, has played a very important role in the defence preparedness of the country and has always spearheaded the national mission of indigenous design and construction of warships. The modernised infrastructure enables the shipyard to undertake construction of large ships using latest modular construction technology. GRSE has a strong design team which draws its width and depth from vast database of earlier projects across disciplines like Hull, Engineering, Electrical & Weapon and outfit, it integrates all these know-hows to realize a customer centric product design. GRSE is seeking to leverage its inherent strengths and enhance its through put by entering into co-production of vessels to meet the growing demand.

2. **Objective of this Notice Inviting EOI.** GRSE intends to enter in to a long term collaboration with shipbuilding yards to leverage their available capacity for enhancing GRSE's capabilities for co-production.

3. Effective, comprehensive and timely response to prospective project opportunity by any shipyard is a pre-requisite for winning new shipbuilding orders. The essence of this EOI is to shortlist shipyard(s) who are interested in co-production with GRSE. GRSE intends to leverage the collaboration to deliver technologically robust marine platform(s) to its customers within the contractual timelines.

4. Expression of interest is invited to shortlist shipyards having prior experience in **construction or design or both design as well as construction of warships**. GRSE shall be approaching the bidders shortlisted through this process in case of receipt of any Tender Enquiry/RFI/RFP for any new project for the Scope of Work (SoW) mentioned at Enclosure-1. Contract will be finalized by inviting bids from qualified and short-listed bidders who have participated in the present EOI. Detailed Terms and Conditions (T&C) shall be finalized on case to case basis based on project requirements and final scope of work.

Procedure

5. Expression of interest (EOI) is invited from eligible, capable and reputed shipyards for empaneling them in GRSE's vendor data base / panel for the services as listed in Scope of Work at Enclosure-1. Shipyard/s which responds to this EOI and subsequently get qualified, would be considered for further tendering (Limited/single) process.

6. Empanelment of the shipyard(s) shall be limited to the specific product category (refer Para 13 – list of Products/Scope of Work) only and the decision on empanelment of the entity will solely be decided by the 'Empowered Committee' (EC) appointed for that purpose at GRSE based on the required criterion whose decision shall be final and binding. **No communication whatsoever in this regard shall be entertained.**

7. After receipt of due response (as per requisite mode and format) the shipyard(s) shall be assessed by the GRSE through a committee constituted by it based on the prescribed assessment criterion and thereafter shortlisted / selected. GRSE reserves the right to **reject any or all** of the responses / applications received through this Notice inviting EOI, without assigning any reasons whatsoever and also to stop further proceedings under this EOI at any given point of time. GRSE's **decision in this regard shall be Final**. However, submission of any response to this EOI or selection of shipyard(s) pursuant to this EOI does not guarantee/assure any business to the shipyard(s) **and no claims or demands in this regard by any shipyard shall be entertained** (Please note that GRSE Empowered EC is at liberty to reduce / freeze total number of empaneled shipyard(s) against a specific product category, based on the ranking / Qualification criterion).

8. Pursuant to assessment, turn-key collaboration with the shortlisted shipyards by means of entering into a 'Memorandum of Understanding' (MoU) will be done for a minimum time period of **five** years or such period as GRSE deems fit and proper to commence with. The Time period may be extended further as per mutually agreeable terms. GRSE shall avail the shortlisted shipyards' services from time to time as per requirements and also as per the commercial norms of GRSE (within the mutually agreed period - to be mentioned in MOU). However, GRSE doesn't guarantee/assure any business to the short listed shipyards post signing of MoU and no claims or demands in this regard by any shipyard shall be entertained.

9. Bidders responding to the EOI and selected by the GRSE committee, upon submission of all relevant documents, shall qualify to be short listed to receive Enquiry/ tender for the respective work that shall be floated subsequently. In case where more than one bidder qualifies to be shortlisted, the selection of a shipyard for any specific project / venture will be based upon existing commercial practices of GRSE and furthering of GRSE's business objectives and solely at the discretion of GRSE considering its requirements and commercial interests.

10. No formal invitation shall be extended to the shipyards for the purpose of opening of this Notice Inviting EOI.

11. The shipyards responding to this EOI must be willing for signing of the relevant NDA & Integrity Pact as per GRSE's format (Reference copy attached- Annexure 4 & 5) towards proceeding with empanelment at GRSE.

12. AMENDMENT OF EOI DOCUMENT & CORRIGENDUM:

GRSE reserves the right to amend this EOI document by issuing addendum. The addendum will be issued in GRSE E-Procurement portal & website and shall be treated as a part of the EOI Document. GRSE may, at its discretion, extend the deadline for the submission of Applications.

13. DISCLAIMER:

This Expression of Interest (EOI) is not an offer by GRSE but an invitation to receive offers from interested bidders for shortlisting them in GRSE for ship co-production and does not entail/guarantee any business. The purpose of this Notice is to provide the necessary information that may be useful to such interested bidders in formulating their proposals for empanelment in response to this Notice.

Scope of Work

1. GRSE would be scouting the market and or responding to RFP for possible projects and upon identification of a lead worth pursuing to suit GRSE's business interests, GRSE would engage with suitable shortlisted shipyards towards further progressing the project. Empaneled shipyards are also free to scout for new projects and approach GRSE for collaboration.

2. GRSE would have in-depth technical discussions with the shortlisted shipyard(s) in the category (refer Para 13 – list of Products /Scope of Work). The discussions would be based on the 'Bill of Material' (BoM) for each of the generic list of components, sub-assemblies, test equipment, raw material inputs, consumables, installations, services, product royalty charges (if applicable), documentation charges so on and so forth would be listed. Based on discussions, one or more shipyards would be shortlisted for co-production. Each serial of the list would be allocated between GRSE and Collaborating Shipyard (also stated as 'Collaborator') and need to be priced based on the following broad factors: -

- a) Minimize overall build period
- b) Minimize overall product cost
- c) Maximum indigenization percentage in terms of cost, to the maximum extent possible.
- d) Whilst arriving at the above, the financial factors like customs & taxes/duties, foreign exchange variation, transit insurance, payment terms (LC etc) are to be clearly clarified.

3. The participation in the subsequent tenders for the end-customer will be carried out by GRSE as required and the consequent orders towards realization of the design/ manufacture would be placed by GRSE. Initial preparatory work towards responding to NIT/RFP etc. from prospective customers is envisaged to be done on a NC ('No Cost) basis by the collaborator for GRSE.

4. **Stages of Collaboration.** The envisaged stages and scope of collaboration are as per the activities listed below: -

STAGE	Activity	Description	Remarks
I	Product Design as per Tender Specification	Whilst the generic specifications may remain same, there will be ship specific /product specific features like geometry, weight, etc. which would require specific tailoring. The collaborator would be required to undertake cost estimation of the specific product. The said design will be the product of GRSE and will not be adapted/ modified or used in any way by the Collaborator except for the specific project.	During the product design stage, there will be a requirement of interface visits by either or both sides /premises (based on mutual agreement /consent). Interaction may also be through Video Conferencing.
II	Discussions for proposal	As per the finalized product design for the project, the work plan would be finalized	Financial factors like customs & duties, foreign

STAGE	Activity	Description	Remarks
	firming up	<p>thereafter comprising: -</p> <p>i) Bill of Material & sourcing thereof towards product manufacture.</p> <p>ii) Work plan of tests and trials, installation and commissioning Product Support as required by end customer.</p> <p>Based on the above the proposal for the project would be prepared.</p> <p>During this stages all issues along with Terms & Conditions for each of the above sub-serials to be made by GRSE to collaborator would also be firmed up and committed by GRSE & collaborator mutually.</p> <p>The Collaborator would have to give a binding undertaking towards execution of project as per mutually agreed SoW (Scope of Work).</p> <p>Based on the comprehensive proposal by the collaborator, encompassing all points as mentioned above, the final bid will be submitted to the End customer by GRSE.</p>	<p>exchange variation, transit insurance, LD/penalties, Payment terms (LC etc.) are to be clearly clarified by the collaborator mentioned in their proposal.</p> <p>Up to bid response formulation stage, no financial commitment exists from GRSE side.</p>
III	Post Order on GRSE	<p>Post receipt of Order by GRSE (from End Customer)</p> <p>, the collaborator will be engaged by GRSE against a formal contract through specified selection process to execute the Job as a 'Turnkey Job.</p> <p>A dedicated 'Project Manager' shall be allocated by the firm for each specific project.</p>	<p>Collaborator would be provided detailed drawings required for the Fabrication and Construction within the specified period mentioned in the contract. QAP for product would be forwarded by collaborator and changes suggested by the Inspection agency is also required to be incorporated (if any). Such drawings will be owned by GRSE for perpetuity and are not to be used adapted or modified by the Collaborator in any way for any other projects or similar type ships for any end customer or even own use.</p>
V.	Material / Product	All materials are to be considered as Ex Works (collaborator place) delivery or	Collaborator should also give undertaking that all

STAGE	Activity	Description	Remarks
	delivery	delivery at GRSE or at the place of End Customer (Based on the finalized contract between GRSE and Collaborator). During construction of project / product, GRSE empowered / nominated officials are to be permitted to be present and or visit the collaborator's premises to oversee the project progress and seek any clarifications/ details (Techno commercial) related to this Project.	Statutory guidelines for production of such type of Marine Products shall be complied in full by the firm.

5. In response to NIT/RFP of customer, the shortlisted collaborator(s) would be issued with a Tender by GRSE for co-production of the marine related product which would be ultimately supplied by GRSE. The collaborator would, then submit their response against the said RFP within requisite timelines enabling GRSE to submit the final bid to the End-Customer.

6. In event of a large number of platforms in a particular project, the number of platforms that will be produced by the Collaborator and GRSE may be apportioned considering vendor's capacity and decision of GRSE. The supply of input bulk material or certain equipment for such vessels would be decided mutually (some part by GRSE and some by Collaborator) at the time of bid preparation with costing being undertaken accordingly.

7. Response submitted against subject RFP/NIT by Collaborator may be converted to firm order / binding contract by GRSE in the event GRSE wins the firm order, following the stipulated selection process, as and when need arises post receipt of Award of order / LOI by GRSE. After receipt of firm order, collaborator will execute the job. However, collaborator is expected to undertake preliminary work considering overall project timelines.

8. The taxation liability of GRSE and Collaborator towards GST, Customs duties and levies and taxes etc. would be decided at the time of bid formulation. These inter alia would be then adopted / incorporated at the time of award of Contract to Collaborator by GRSE.

9. Mechanism of periodic review towards monitoring the project progress will be formulated and action taken by both parties. The Collaborator has to provide proper air-conditioned office space including required infrastructure like Office Room with Chair, Table, Telephone, Fax, PC with internet connection, Photocopier, scanner etc., wash room, pantry for GRSE's Project Management Team, WOT and Ship Crew who shall be stationed at the Collaborator's premises for reviewing the progress of work. Transport facilities for WOT, Ship's Crew and GRSE PMT has to be provided by them.

10. The Collaborator shall provide/use its unencumbered materials/equipment for construction of the ships and they in no case shall be entitled to use any hypothecated/ charged/ mortgaged materials/ equipment so that the ships so to be constructed or any part thereof will fall within the scope/purview of any hypothecation/ charge/ mortgage in favour of any bank/financial institution/company/person and the

Collaborator shall have to give declaration indemnifying GRSE to keep the Marine Platforms/Ships or any part thereof or any of its spares/equipment free from all encumbrance/ charge/ mortgage.

11. The Collaborator shall make their own arrangements at their cost for the safe custody and storage of all Free Issue Materials delivered to them by GRSE for execution of work at their work site. All equipment should be stored in well protected storage area within the premises of the Collaborator. All electronic equipment should be stored in AC spaces with humidity controlled environment.

12. GRSE being the primary agency (on whom the order would be placed), is bound to provide (on placement of order) Product Support for 05-25 years and Obsolescence support to its customer as per it's requirement **OR** for its entire life time. While it is noted that there may be a few components wherein the collaborator would retain its supply in scope, in the event of change of ownership of the collaborator or collaborator being declared insolvent or any such circumstances wherein the collaborator is not able to support GRSE in meeting its commitment of Product and Obsolescence support, the detailed technical drawings, specifications & all other necessary details would be passed onto GRSE by the Collaborator without any additional cost for necessary support required to be provided by GRSE.

13. The collaborator shall not have any 'Intellectual Property Rights (IPR)' on any design once the same is developed specifically for any project under the collaboration agreement and all Intellectual Property rights in the product shall vest in GRSE. However, the collaborator while developing any design shall ensure that GRSE should be completely absolved from any infringement of patent or any Intellectual property rights.

14. **Generic Specifications.** The final technical specifications of each equipment type would be shared with collaborator after short-listing and as the said specifications become available to GRSE. However, envisaged product range is mentioned herein:

List of Products

a) Fast Patrol Vessels /Crafts of around 50 m

15. **Eligibility Criteria / Qualifying Criteria Matrix:** The QUALIFYING CRITERIA MATRIX for the purpose of short-listing of collaborators is placed at Annexure- 2. The prospective collaborator shall submit the relevant documents to support the requirements as per aforementioned matrix. The same shall inter aliaalso include if not already indicated in the matrix the following:

- (a) Collaborator's Company/firm's Profile and experience
- (b) Overview of the Technical personnel employed by the Company.
- (c) Documents to prove past experience.
- (d) Company Registration Certificate
- (e) ISO Standard Certificate
- (f) Audited Balance Sheet of the Company for the preceding 03 Financial Years.
- (g) List of Orders executed by the firm for similar products for any Govt.

/PSU/ Armed forces / Pvt Limited company

(h) For the purpose of this EOI 'Firm' means a partnership/LLP firm /company under Indian laws. (Decision towards acceptance of offer by Proprietorship firm shall be decided by the GRSE Empowered committee)

(j) The said legal entity should have been in existence for a period of at least 3 years on the date of submission of proposal as evidenced by the documents submitted by such entity in its proposal.

16. **Quality Inspection.** The firm should have an in-house quality assurance program and possess ISO certification. Further, GRSE reserve the right to inspect and ensure that collaborator supplied equipment conform to the specifications and product is capable of meeting committed performance as per Customer requirement/order. This could be done through GRSE's own inspectors or through 'Class' representatives. The presence or absence of GRSE representative does not relieve the Collaborator of its responsibility for quality control.

17. **Return of Design and Production Information.** The Technical inputs handed over mutually by both parties to each other shall be the Intellectual Property of the respective parties and shall be returned (if requested for) without copying into any form. The same data shall not be used in any other project by a party without prior written permission of the other (discloser).

18. **NDA & Integrity Pact (IP):** Collaborators would be required to enter into an Integrity pact and a Non Declaration Agreement post short-listing. A Copy of the same is placed at Annexure-4 & 5.

Integrity Pact essentially envisages the agreement between prospective Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. The "Integrity pact on Govt. issued Stamp paper of Rs. 100 duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in GRSE website]

Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows: -

(a) Shri Bam Bahadur Singh,
Height-7; Flat No.1802, Uniworld City,
New Town, Rajarhat, Kolkata-700160
Email: bbsinghbeml@gmail.com

(b) Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments
3-6-467 & 468 Street Number-6, Himayatnagar, Hyderabad-500029,
Email: sridharpidatala@gmail.com

19. **Legal issues**: Bidders who are black-listed by any Government (Central/State) or any Government Agency/Entity shall not be eligible to participate in the EOI. All firms are required to submit a certificate /declaration in their letter head. The firm(s) or its Directors should not be barred by any Judicial/Quasi-Judicial orders from doing business. The firm would be required to disclose its ongoing litigations and/or any enquiry proceedings ongoing against it.

20. **Rejection Criteria**: Bidders not meeting /complying the qualifying criteria at ANNEXURE-2 and not submitting documents as above, shall not be considered further.

21. A Team from GRSE may visit premises of the Collaborators and interact/seek information to assess capability and capacity, if considered necessary (post examination of the response to the EOI by the particular firm under reference).

22. **Parallel Agreements**. It is stated that GRSE reserves the right to enter into individual agreements for each of the equipment listed in "Listed Products Para" in parallel.

23. **Format for Submission of EOI**:

The EOI shall be submitted which shall inter alia cover the following:

- (a) Clearly state category viz type of equipment as per para 13 (list of products).
- (b) The firm's willingness (in their letter head) to participate and offer their services for collaboration.
- (c) A broad approach and methodology (Project Plan) for the services to be provided.
- (d) Supporting documents as sought in Para (14) above.
- (e) Specific answers to the questionnaire placed at Annexure 3.
- (f) Any other information considered relevant.

(Note: - The firms interested in responding to this notice inviting EOI are encouraged to attend interactive session as per Section A of this Notice)

24. Queries, if any, are to be sent immediately and at least 7 (Seven) days before the due date of closure of EOI. No other query shall be entertained after the said period.

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD,
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
Chief General Manager (PP&C),
43/46 Garden Reach Road,
Kolkata 700024

1. This is to notify you that our Firm/Company/Organization <provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for EOI No: dated..... for providing In accordance with the above we declare that:

- a. We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during last 10 years.
- b. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

Sincerely,
[BIDDERS NAME]

Name

Title

Signature.....

Authorized Signatory /Date:

QUALIFYING CRITERIA MATRIX

TECHNICAL EVALUATION CRITERIA. The proposed Collaborator firm is required to submit all necessary documents indicated above. The technical proposal will be evaluated on the basis of the documents submitted along with the proposal.

In the first stage, the technical proposal will be evaluated on the basis of the Firm's experience along with its key personnel. Only those Firms who secure 80 marks or more as per the technical evaluation criteria mentioned in Table below shall be declared as qualified. Firms who have secured less than 80 marks are liable to be rejected. The details of as per Technical Evaluation criteria are tabulated below: -

<u>SI No</u>	<u>Evaluation Criteria</u>	<u>Description</u>	<u>Credit</u>	<u>Remarks</u>
1	Existing facilities/ Production capacity	Land Open area, access to main road, Waterfront area, quality assurance of finished product.	5	Details of each sub conditions to be furnished
		Covered fabrication shed	4	
		Material Handling Eqpt.	4	
		Secured Warehouse	4	
		Welding machines	4	
		Building Berth/ Dock/ Syncrolift/ Shiplift/ Slipway	4	
	Waterfront of adequate depth	5		
2	Production Experience with proof of supplied vessels	Experience of the firm in Detail Design and Manufacturing of ships (including hull, outfitting and engineering/ electrical) of more than 400 tons and successful delivery.	10	Details of projects along with certification from Client and relevant Purchase Orders/ documental proof of delivery are to be attached with the proposal.
3	Design Infrastructure & Resources (Hardware)	Availability of at least five computers with any of the design software including Aveva Marine/ TRIBON/ Auto CAD/ Delft Ship/ Maxsurf/ Ship Construct/ equivalent Software for vessels/ small crafts/ Naval warships/ Naval auxiliary vessels.	5	Attach certification duly signed by authorized signatory of the firm with proof of payrolls.
		Average number of design engineers and draftsmen on the pay roles of the firm over a period of past 24 months > 10.	10	

SI No	Evaluation Criteria	Description	Credit	Remarks
4	Design Capability & Experience (Software)	Experience in detail design projects using Aveva Marine/ TRIBON/ Auto CAD/ Delft Ship/ Maxsurf/ Ship Construct equivalent Software for vessels/ small crafts/ Naval warships/ Naval auxiliary vessels.	5	Details of projects along with certification from Client and relevant Purchase Orders are to be attached with the Proposal.
5	Class Approved Manufacturer	Assessed and cleared for Warship building by IN/ICG	10	Attach certification duly signed by authorized signatory.
		Have delivered ships duly certified by IRS/ ABS/ DNV/ LRS or any member of International Association of Classification Society (IACS)	10	
6	Construction of ships/ crafts for IN /ICG	The firm should have undertaken construction of vessels/crafts (Displacement > 450 Ton) for any Govt in last 10 years	10	Details to be submitted along with the proposal.
7	Business profile	Capability to provide Post Deliver support at various ports in India, both on the eastern and western seaboard.	10	Details of projects along with certification from Client to be attached with the bid.
Min Qualifying Marks > 80 and duly qualifying in each Financial Qualifying Criteria			100	

FINANCIAL ELIGIBILITY CRITERIA.

The bidders shall have sound financial health Satisfying the following criteria.

- A) Bidders average Audited Annual financial turnover during the last 03 financial years ending on 31st Mar 2022 should be at least Rs.150 Crores.
- B) Bidder shall provide Solvency Certificate for a sum of not less than Rs. 200 Cr from any Scheduled banks other than any co-operative bank. The date of issue of the solvency certificate should not be older than 12 months from the final date of submission of offer.
- C) Bidder would be disqualified if has been categorized as SMA sub category SMA-1 / 2 (the meaning of SMA-1 / 2 being as per RBI's circular dated 12 Feb 2018). The bidder has to submit Auditor's certificate in this regard.
- D) The bidder should have positive net worth for last three financial years ending on 31st Mar 2022.
- E) The bidder should be a profit making organization at least twice during last 05 FYs.
[Copies of Audited Financial Reports to be submitted by the bidder in support of Financial Eligibility as indicated above]

Annexure-3

Sr. No	Question	Bidder's response (YES/NO)
1	Is the bidder a registered company in India?	
2	Is the bidder registered in any other country? If yes, give details.	
3	Does the bidder have the requisite experience available to execute the job indicated in the EOI document? If Yes, please furnish the details.	
4	Does the bidder have past experience in executing orders for the Indian Navy / Coast Guard? If Yes, please furnish the details.	
5	Does the bidder have an average annual financial turnover of more than INR 150 Crores in the last Three financial Years?	
6	Is the bidder been a profit making organization twice in last five financial Years?	
7	Is the bidder submitting an approach and methodology for the services to be provided?	
8	Is the bidder currently involved in any litigation related to the contract works? If yes, give details.	
9	Has the bidder been debarred / Expelled by any agency in India during the last 3 years? If yes, give details.	
10	Has the bidder been failed to perform on any contract work in India during the last 3 years? If yes, give details.	
11	Has the bidder backed out from any project? If yes, give details.	
12	Has the bidder being 'Black Listed' or received Tender Holiday by any Govt. or Indian State Govt.agency for any reason, whatsoever? (Self-certificate to be attached)	

NON – DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed thisDay of..... 2023.

Between

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 61, Garden Reach Road, Kolkata – 700024, hereinafter referred to as “**GRSE**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators and assigns) of the **FIRST PART**.

AND

M/s_____ (with full address)., (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in –interest, administrators and assigns) of the **SECOND PART**.

WHEREAS

For purpose of this Agreement, GRSE that discloses confidential information is herein after referred to as the “Disclosing Party” and M/s_____, that receives and or accesses confidential information here under is herein after referred to as ‘Recipient’

WHEREAS _____ - being considered inter alia for the purpose of..... and as such some of the drawings/documents in connection with the said work are required to be disclosed which shall be treated as confidential and the said_____, shall not disclose or part with such drawings/documents to any other third party, without prior written consent from GRSE.

AND WHEREAS the said M/s_____, is obliged to execute an undertaking in the form of “Non-Disclosure Agreement” on handing over of GRSE and/or Designated Buyer owned data drawings/ documents and also confidential/proprietary drawings or technical information of any other party, as the case may be, to them by GRSE, duly promising and/or undertaking to keep and treat such data, drawings/documents as strictly ‘confidential’.

NOW THEREFORE both GRSE and M/s_____, do hereby agree as follows in the premises aforesaid:-

1. In the Premises aforesaid it is agreed as follows :
 - a) During all discussion and subsequent agreement if any between the parties herein, if any, for execution of the job and also after Expiry and/or foreclosure and/or termination of the said agreement, M/s _____, the recipient, undertakes that the data, drawings/ documents so received in any form whatsoever shall be:
 - i) Protected and kept as strictly confidential by them.

- ii) Disclosed to and used only by the persons within the organization of M/s _____, who have a need to know solely for the purpose as described above and for execution of the work if awarded by GRSE subsequently subject to their taking due care and protection of the system and data.
 - iii) Used in whole or in part solely for the purpose intended and for execution of the work if awarded by GRSE subsequently in the manner as ordered by GRSE or to be ordered from time to time exclusively and shall not be exploited for any other purpose or customers.
 - iv) Neither disclosed nor cause to be disclosed directly or indirectly to any third party.
 - v) Neither be copied nor otherwise be reproduced, in whole or in part without prior express consent from GRSE.
 - vi) Returned to GRSE forthwith on demand at any point of time and upon immediate foreclosure /expiry of the contract if subsequently entered.
2. Nothing in this agreement or the disclosure of the information or data or systems, to be intended to be granted or shall be construed as granting to M/s _____, any rights, title, interest or license other than the right to use such data, drawings/documents etc for the purpose intended and for the execution of the contract/job if subsequently awarded by GRSE and shall not be exploited for any other purpose or customers and the property in all the information/data/ drawings or documents disclosed by GRSE to M/s _____. In this regard for the purpose of post-bid meeting/discussions or for execution of job if any, to be subsequently awarded by GRSE shall, subject to the rights of the owner, rest with GRSE.
3. Neither party shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof and the subject matter of PO and/ or any Agreement, if any, to be entered into subsequently.
4. M/s _____. shall not make any copies or duplicate in anyway in whole or part any information without the prior written consent of GRSE and where such copies or reproductions are permitted in accordance with this clause, M/s _____ shall treat them strictly confidential in accordance with the provisions of this agreement and comply with the instructions of GRSE with regard to the protection and disposal of them.
5. Expiry, foreclosure or termination of PO or any or all of the subsequent agreements entered into by GRSE and the said M/s _____, if any, in pursuance of the agreed scope, shall not relieve M/s _____ of their obligations under these presents which shall be effective and remain effective and in full force, even after expiry/foreclosure/termination.
6. In the event of expiry, foreclosure or termination, M/s _____ shall forthwith return to GRSE, all data and drawings/documents as received by them during tenure of the PO and/or subsequent agreements.

7. Neither party shall assign any PO and / or any Agreement, if any, to be subsequently entered into, without the written consent of the other and should there be any re-organization, merger, take over or the like, its successor-in-interest shall be bound by the conditions of this Agreement.
8. Failure to enforce any provision of this agreement and/or failure to initiate timely action, will not construe to be waiver and GRSE shall be freely entitled to enforce the provisions of this agreement at any appropriate time thereafter.
9. M/s_____. shall indemnify and hold harmless GRSE from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of such action, claim or proceedings, brought by any third party pursuant to any unauthorized disclosure or use of any data/document/drawings/ information by M/s_____, or by any person for whom M/s_____ is responsible under this agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
10. This agreement shall be governed under the Indian Laws and the Courts in the city of Kolkata shall have exclusive jurisdiction to try determine and adjudicate any disputes arising between the parties in relation to this agreement.
11. GRSE' standard arbitration clause as contained in Annexure – I shall apply to this agreement for resolution of disputes between the parties.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

FOR GARDEN REACH SHIPBUILDERS & ENGINEERS LTD	FOR M/s_____.
Signature :	Signature :
Name :	Name :
Address :	Address :

WITNESS 1	WITNESS 2
Signature :	Signature :
Name :	Name :
Address :	Address :

FORMAT FOR INTEGRITY PACT

INTEGRITY PACT

Between

M/s Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"

and

..... hereinafter referred to as "the Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for "**Name of the job: -----**". 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)/ or Contractors (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 principals mentioned above.

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, provided 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 contact execution.
- (c) The principal will exclude from the process all known prejudiced persons.

[2] If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

[1] The Bidder(s)/Contractor(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)/ Contractor(s) will not, directly or through any other person 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 of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/Contractor(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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, 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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.
- (e) The Bidder(s)/Contractor(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.

[2] The Bidders(s)/ Contractor(s) will not instigate third persons to commit offences, outline above or be an accessory to such offence.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the extant procedure of the company.

Section 4- Compensation for Damages.

- 1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.
- 2) If the Principal has terminated the contract according to section 3, or if the principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 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 action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

Section 6- Equal treatment of all Bidders/Contractors/Sub-contractors.

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors 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 Sub-Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

Section 7- Criminal charges against violating Bidder(s) Contractor(s)/Sub-Contractor(s)

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 Sub contractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor/Monitors

- 1) 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.
- 2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.

3) The Bidder(s)/Contractor (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)/ Contractor(s) /Subcontractor(s) with confidentiality.

4) The Principal will provide to the Monitor sufficient information about all meeting 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.

6) The Monitor will submit a written report to the Chairman, GRSE 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 entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.

8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC act, and the Chairman GRSE 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.

9) The word `Monitor' would include both Singular and plural.

Section 9- Pact Duration:

This pact begins, when both parties have legally signed it. It expires for the contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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 of GRSE.

Section 10- Other provisions:

- 1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the principal i.e. Kolkata.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the principal)

(For & On behalf of the Bidder)

Place

Place

Date.....

Date

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)

GENERAL Terms and Conditions

1. EOI should be submitted along with prescribed documents only.
2. EOI submitted should be free from correction, over-writing, use of white Ink etc. However, if any correction is inevitable, the same be authenticated with signature and seal of the bidder.
3. All the information/details required to be properly filled in EOI and no column should be left blank or should not be filled with ambiguous/ incorrect details.
4. Each page of EOI (**including Annexure**) should be dated and signed along with seal of the bidder.
5. Canvassing in any form shall render the submitted EOI liable for rejection.
6. The firm has to comply with mutually agreed non-disclosure agreement in the event of placement of order.
7. In case if any critical phases of Job execution are required to be executed by the selected bidder within GRSE premises as per work requirement, then the bidder will have to comply with all statutory obligation applicable to factory premises.
8. The selected bidder should not sub-let the allocated job or any part to any other vendor / entities without written permission from CGM(PP&C).
9. **Standard Note:** -
 - I. For the purpose of this EOI 'Firm' or collaborator means a partnership/LLP firm or a Company with a legal entity recognized under Indian laws, and in case of a foreign company, should be registered under the laws of such foreign country and eligible to participate in Government of India bid process.
 - II. The firm shall not be in the list of entities blacklisted/ barred from participating in any tender of Government of India or any PSUs nor shall any investigation under Criminal Laws/Penal laws be pending against such firm.
 - III. Applicants may regularly visit the above website to keep themselves updated regarding clarification/amendments/ time extension etc, if any against the above EOI.
 - IV. The bidder / interested Party must have a valid GST registration certificate.

Contact details for clarifications:

1. For Technical clarification
Rajat Manchanda, CGM(PP&C)
E-mail: Manchanda.Rajat@grse.co.in
Mobile: +917042666347

2. For Commercial clarification
Suchita Nandi, GM(CC&VD)
E-mail: Nandi.Suchita@grse.co.in
Mobile: +918420008800
3. For difficulty in bid uploading
Saraswata Palit, SM (E-PROCUREMENT)
E-mail: Palit.Saraswata@grse.co.in
Service Provider of NIC personnel may be contacted at +91-033-24893902 (Land Line)

10. Evaluation Process

- a) Response from the Firms will be shortlisted based on the evaluation/qualifying criteria given in this document.
- b) The minimum evaluation process is to identify the capable firm for shortlisting them in GRSE vendor list.
- c) GRSE Committee (Evaluation Committee) shall evaluate proposals of the Firms and all supporting documents & documentary evidence. The committee may seek additional documents as it deems necessary. Based on the response received, The GRSE Evaluation Committee is empowered to decide the Number of shortlisted /enlisted Firms against each category under this EOI.
- d) The decision of the GRSE Evaluation Committee in the evaluation of proposals to the Expression of Interest, shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e) The Evaluation Committee reserves the right to reject any or all proposals.

11. Cost of Response to EOI

The Firm shall bear all the costs associated with the preparation and submission of its proposal, and GRSE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation process including cancellation of the EOI.

12. Content of Response To EOI Documents

The Firm is expected to examine the EOI documents carefully, including all instructions, forms, terms and specifications. Failure to furnish all required information may result in rejection of the vendors. GRSE decision in this regard is final.

13. Clarification On Response

To assist in examination, evaluation and comparison of applications, GRSE may at its discretion, seek from the vendors individual clarification if so required. The request for clarification and the response shall be in writing, fax or e-mail.

14. GRSE Right To Accept Or To Reject Applications

GRSE reserves the right to accept or reject any or all the Applications, either in part or full, or the right not to accept the Response, without assigning any reasons thereof, whatsoever. In case of any dispute GRSE Evaluation Committee decision in the matter shall be final and legally binding on the Vendors.

15. **Response:** The Firm's Response to GRSE and any annotations or accompanying documentation shall be in English Language only.

16. All copies of documents submitted along with EOI should be clear, legible and self-certified by the Authorized representative of the Applicant.

17. GRSE reserves the right to physically check the original documents / certificates, the copies of which are submitted along with EOI apart from conducting survey of the Bidder's yards and facilities, if necessary.

18. The Response shall be signed by a duly authorized person of the firm which is responding to the EOI, and in the case of a corporation, seal, or otherwise appropriately executed under seal.

19. Firms shall clearly indicate their legal constitution and furnish documentary evidence thereof by way of authenticated copies of relevant documents and the person signing the proposal shall state his capacity and also the source of his authority to bind the vendors. The power of Attorney or authorization, or any other document constituting adequate proof of the authority of the signatory to bind the vendors, shall be annexed to the proposal submitted. GRSE may reject out-right any Response unsupported by adequate proof of the signatory's authority.

20. The documents of Response must be uploaded complete in all respects Incomplete; late Responses are liable to be rejected.

21. GRSE may nominate reputed members of the Industry/ Academia to assist the Evaluation Committee in scrutinizing the response/application to the EOI.

22. The mode of delivering questions is through E-Mail only. No other mode of query shall be entertained. The queries may be raised in the following format.

S. No.	Page No of EOI	Clause of the EOI	Clarification required

N.B: GRSE will endeavor to provide timely response to all queries. However, GRSE makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does GRSE undertake to answer all the queries that have been posed by the applicants. The responses to the queries from all Applicants may be posted online /published.

23. Patent and Copyrights

Collaborator should assure GRSE that there is no infringement of any patent or industrial or intellectual property right occasioned by the supply, transfer of designs, documents and connected materials, which are the subject matter the Supply / Purchase order or Contract materials, which is likely to be concluded in case your firm is selected.

An undertaking by the service provider to indemnify GRSE against all costs, expenses and claims of damages made by the third party arising from any alleged infringement of patent or industrial/ intellectual property rights arising or resulting from use of the materials is to be provided. All documentation, results/reports/data used for the respective Cases will be the sole property of GRSE.

24. Offer Submission:

- a. Interested bidders are requested to submit single stage one-part bid (Techno-Commercial) through e-tendering mode only. [No other mode for submission of offer will be acceptable].
- b. Bidders can view / download EOI document on portal <https://eprocuregrse.co.in> . Bidders need to upload their bid with all relevant documents during bid submission as per EOI criteria. The amendments / clarifications to the bid document, if any, will be posted on portal only.
- c. To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GRSE E-Procurement portal <https://eprocuregrse.co.in>.
- d. It is mandatory for all bidders to have Class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- e. Bidders can view / download the Notice Inviting EOI document along with other attachments in E-Procurement portal <https://eprocuregrse.co.in>; Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and GRSE website <http://www.grse.in/index.php/tender.html>. They need to prepare their bid documents as per instruction and upload the same along with all certificates/supporting documents/credentials etc during submission. No price is to be quoted along with this EOI.
- f. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the EOI document. All bidders are advised to see the website for addendum/ corrigendum to the EOI document which may be uploaded up to 7 days prior to the deadline for submission of EOI as finally stipulated.
- g. All responses to be addressed to:

Suchita Nandi

GM (CC&VD)

Garden Reach Shipbuilders & Engineers Limited

43/46, Garden Reach Road, Kolkata – 700 024

E mail: Nandi.Suchita@grse.co.in

Mobile: 75960 23717

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