



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE)

(भारत सरकार का प्रतिष्ठान)

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata - 700 024

Web site वेब: www.grse.in, CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING EXPRESSION OF INTEREST (EOI)

FOR

ESTABLISHMENT OF MOU PARTNERS FOR SHIP REPAIR WORK

SECTION A

1. Ref. No.	:	<u>SCC/DC/EOI/MOU/SR/EOI-001</u>
2. Date of Issue of EOI	:	06.02.2025
3. Date of interactive session/clarification	:	20.02.2025 at 1030 hrs. Venue: Ship Repair dept., GRSE Taratala Unit, Kolkata (Firms willing to participate may confirm vide mail to das.devjyoty@grse.co.in)
4. Last date for Submission of EOI	:	08.03.2025 at 12:00 hrs.
5. Last date of Opening	:	10.03.2025, 16:00 Hrs.
5. Contact Person	:	1) Cdr Pinakesh Das I.N. (Retd.), AGM (Ship Repair), Email: das.pinakesh@grse.co.in Mob: 9836883522 2) Sri Devjyoty Das, DGM (Ship Repair), Email: das.devjyoty@grse.co.in Mob: 9163331763 Address: Ship Repair Department ,2 nd Floor, GRSE Taratala Unit, P 2/2 Taratala Road, Kolkata- 700088
6. Validity of EOI	:	: 180 days from bid opening against the EOI

EOI / Bid formats are to be downloaded from our e-portal <https://www.eprocuregrse.co.in> and Offers / response are to be uploaded using Digital Signature Certificate (DSC). The EOI can also be viewed from www.grse.in.

(i) 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> (ii) 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 offer from any of licensed Certifying Agency (CA).

Eoi Offer is to be submitted through our e-portal <https://www.eprocuregrse.co.in> only. No other form of submission is allowed.

This Eoi comprises **Section A , Section B, Section C** along with **Appendix I, II, III**

N.B:

- GRSE reserves the right to cancel this EOI at any stage
- Whether GRSE will open the offer against the EOI on closing due date or extend the due date is completely under purview of GRSE.
- No proposal shall be admissible after due date/extended due date and time (as stated above).
- Decision of GRSE shall be final and binding in this regard.
- This EOI to establish MoU with qualified bidder/ bidders who are willing for associating with GRSE for a period of **02 years** and extendable to another 01-year subject to GRSE requirement.
- **The existing MoUs in force with GRSE as refit associates will cease to exist with immediate effect from the date of implementation of New MoUs irrespective of the validity period of the previously signed MoU. Hence all the present existing Refit associates are required to actively participate in the Eoi irrespective of the validity period of the existing MoUs with GRSE**

SECTION B

1. Introduction and Background:

- a) Garden Reach Shipbuilders & Engineers Ltd (GRSE), is a premier Ship building Company in India, under the administrative control of Ministry of Defence, Govt. of India and enjoys 'Mini Ratna' status. Since 1960, GRSE has built and delivered 108 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.
- b) GRSE intends to undertake repairs / refits of small /medium /large sized ships/ floating crafts/Interceptor Boats/ Pontoons by utilising capabilities of prospective firms in collaboration for repair business growth for GRSE. Refit of ships would normally be undertaken at Kolkata. However, in case of non-availability of dry dock or otherwise at the base ports, refit may be undertaken at mutually agreed alternate location.
- c) The aim of seeking this EOI is to **shortlist suitable firms** having proven track record of having successfully constructed / repaired / refitted sea going vessels including warships / boats /Pontoons & other small crafts AND or having design experience AND/ or been engaged otherwise in the Ship Repairs Business.
- d) Support for business development for Ship Repair by GRSE at it's shipyard at Kolkata including at GRSE-KPDD unit.
- e) Post shortlisting and after evaluation of the EOI responses, the qualified firms will be approached for signing of MoU with GRSE for Ship Repair Business and allied activities for GRSE at the following locations
 - (i) At GRSE-KPDD Unit at Kidderpore, Kolkata
 - (ii) At other units of GRSE
 - (iii) At any other Locations in India

2. OPERATING METHODOLOGY AFTER ESTABLISHMENT OF MOU:

- a) Post establishment of MoU with selected firms, GRSE will seek bids /quotations from respective firms for participation against RFPs/ Enquiry issued by GRSE. In case of no response from MoU associates continuously for more than three occasions, GRSE may opt for tender holiday and may cancel the MoU as deemed fit.
- b) The firm shall prepare an exhaustive cost estimate and schedule for complete work package or part thereof, as the case may be (inclusive for mandatory spares, anticipatory spares and any other materials required for repair / retrofit where applicable) within the stipulated time against RFP/Enquiry issued by GRSE, to enable GRSE to evaluate the estimate and further participate on competitive platforms/nominated projects.
- c) GRSE shall evaluate the offer as received from the firms and assess the same and include the corresponding works that will be undertaken by GRSE for submission of bid.
- d) Upon GRSE winning the bid, GRSE shall offload the repair package as decided by GRSE to the selected firm (except work to be taken up by GRSE directly /own resources and certain critical activities like OEM / PAC work, etc and including certain Administrative Services/Yard Services as decided by GRSE)
- e) GRSE will establish a pre-contract agreement with the selected firm for their non-participation along with any other Shipyards for the same tender.
- f) Upon award of contract to GRSE by customer, GRSE will enter in to a Back to Back PO / contract with MoU Firm in respect of it's scope of work finalised by GRSE.
- g) GRSE will provide the dry dock to the selected MoU firm as per the requirement and pre-determined period of work for execution of refit work package.
- h) Selected MoU firms will undertake on behalf of GRSE their part of ship repairs works. The work is to be executed in a diligent and planned manner duly deploying all necessary resources and infrastructure required for the same. All necessary and relevant /applicable statutory guidelines including Fire and Safety is to be arranged and ensured by the firm.
- i) The MoU partners needs to obtain Licence /Work Permit for repair services from Syama Prasad Mookerjee Port, Kolkata (SMPK) for afloat refit work after signing of the MoU.
- j) All necessary Work Done Certificates are to be certified by respective Authorised Reps of Class/ Owners Rep/ Master / Ship's crew/ Insurer etc and put up to GRSE for final certification for clearance of bills.
- k) No payment will be made for services rendered for bid preparation/technical support, if GRSE does not win the contract.

- l) However, it is to be noted that GRSE doesn't guarantee/assure any business to the empanelled firms post signing of MoU and no claims or demands in this regard of any firm shall be entertained.

3. GRSE Scope of Supply at GRSE/GRSE KPDD to MOU Partners:

- a) Docking /Undocking and Dock Block Preparation of Vessel
- b) Operations for dock flooding, dewatering and various allied services
- c) Utilities like Power Supply, fire main water supply, etc. as available. Any additional requirement will have to be arranged by MoU refit associate.

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

5. EMPANELLING OF MoU PARTNERS: GRSE Management to identify, shortlist and empanel the MoU refit associates based upon their Technical Experience, Financial capabilities, Resources, Location etc. For empanelment of refits of large ships/vessels (OPV class ICGS/IN or equivalent) the average annual turnover for last three financial years (2023-24, 2022-23, 2021-22) to be minimum ₹20 Cr.

6. GENERAL TECHNICAL AND COMMERCIAL REQUIREMENT.

- a) The empanelled MoU firms should not engage directly in submission of quotes to RFPs/Enquiries wherever GRSE is the participating bidder for the cases where MoU firm is also submitting their quote to GRSE.
- b) The firm should have successfully constructed / repaired Ships/ including warships and Merchant Vessels and Pontoons (River going and Sea going) or engaged otherwise in the Ship Repairs business.

- c) The firm should have Project Management, Planning & Commercial team for execution of the Contracts.
- d) The firm should have qualified and experienced engineers and technicians on their permanent Payroll for the above said works and the details of the same are to be uploaded for scrutiny.
- e) The firm should agree to cooperate with GRSE (as prime contractor) to pursue and perform in potential Ship Repair Project/Programmes.
- f) The firm shall use their best efforts to pursue all feasible marketing activities to promote potential Ship Repair programs. Such marketing activities shall include, inter alia, proposal writing, technical information, meetings, discussions and formation of long-term understandings with Ship owners / shipping lines etc., as may be required.
- g) The firm will make its best efforts to secure selection of offering for Potential Programs, and the Firm will continue to make its best efforts to support this objective throughout any negotiations which may follow the submission of a proposal for a Potential Program.
- h) Proposals for Potential Programs shall be prepared by GRSE and shall be submitted to potential customer by GRSE as the Prime Contractor. In order to yield a competitive offer, the firm will act as a sub-contractor of GRSE.
- i) Scope of work and scope of supply by the Firm shall be determined in a mutually agreed "Scope of Work" document on a case by case basis, in accordance with the requirements of each Potential Program, the prevailing DPP (Defence Procurement Procedure) in India and the broad guidelines of GRSE. The "Scope of Work and scope of supply" document shall be prepared by GRSE, mutually agreed and will be part of SOR of the Purchase Order which will be placed by GRSE on the firm as a subcontractor on receipt of firm order from the customer.
- j) The firm shall make best efforts to secure selection of GRSE (as prime contractor) for a Potential Program while the firm shall be the main subcontractor making its best efforts to support this objective throughout any negotiation which may follow submission of a proposal.
- k) Any change or modification requested by the customer or initiated by the Firm to the specifications or scope of work and scope of supply in the Subcontract Agreement or Purchase Order will be discussed in order to reach a mutual agreement on all financial, technical and operational aspects of such change or modifications. In case GRSE faces any challenge during execution of contract with the customer under a Potential Program, the firm shall support and assist GRSE to resolve the same on a best effort basis.

- l) GRSE and the firm shall each be solely responsible for their own actions or failures to act and for their own commitments and undertakings. Neither of the Firms or GRSE shall present itself as the representative or agent of the other firm, nor shall it have the power or the authority to commit the other Firm, unless it receives the other firm's prior written consent.
- m) The Firm shall be responsible for the conduct, compliance and liabilities of their employees, including contractual employees. No liability or obligation of whatsoever nature, even vicariously, shall be borne by GRSE.
- n) Should execution of any MEMORANDUM OF UNDERSTANDING and/or any contract resulting therefrom between the firm and GRSE, will be subject to the laws of Government of India.
- o) The Firm will not be entitled to sell, assign or otherwise transfer any of its rights and / or obligations arising from or in relation to subsequent agreement/ MoU to any third firm, without the prior written agreement of GRSE.
- p) Should any contract resulting from the activities of the firm be subject to the laws, regulations, licenses and approvals required of the Government of India, the firm shall be responsible for obtaining such licenses and approvals from the Government of India, on best efforts basis.
- q) Firm shall comply all the clauses of the non-disclosure agreement to be signed as per GRSE's standard format.

7. EXPERIENCE AND CREDENTIALS DOCUMENT. The following are to be submitted along with the technical proposal to establish the experience and credentials of the firm.

- a) Constitution or legal status of applicants indicating place of registration and principle place(s) of business.
- b) Experience in similar works carried out under Classification Rules, list of clients and proof of satisfactory completion of work.
- c) Details of the jobs completed in Ship Repairs which contributes to the experience of the firm.
- d) Number of persons including qualification and experience of key personnel on its permanent role employed.
- e) Details of existing commitment and ongoing projects in hand.
- f) Credentials from reputed organizations.

- g) Audited / Certified Balance sheet, Profit / Loss Statement for past 3 years.
- h) Others like Trade Licence, GST Registration, PAN details, MSME registration etc, Repair Licence from Port Authorities, Details of Workshop facilities, storage Space/machinery & equipment etc.

8. **EVALUATION CRITERIA.** The 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. **The firm should have ISO 9001:2015 certification.**

- a) **Financial Eligibility Criteria:** Firm's average annual financial turn over for last three financial years (2023-24, 2022-23, 2021-22) should be at least ₹ 10 Cr (Rs. Ten Crore only) duly certified by Charter Account/ Firms. For eligibility of refits of large ships/vessels (OPV class ICGS/IN or equivalent) the average annual turnover to be minimum ₹20 Cr.
- (b) **Technical Evaluation Criteria:** The technical proposal will be evaluated on the basis of the Firm's experience along with its key personnel. Only those Firms who secure 50 marks or more as per the technical evaluation criteria mentioned in Table below shall be declared as qualified. Firms who have secured less **than 50 marks** will be rejected. The details of as per Technical Evaluation criteria are tabulated below: -

<u>Technical Evaluation Criteria</u>				
Ser	Evaluation Criteria	Credit	Description	Remarks
(i)	Experience in Execution of Ship Repairs including works for re-design and refit including sourcing of equipment	40	Experience of the firm in ship/craft repair project. Evaluation will be based on proof of POs awarded directly by the Ship Owner/Shipyards within the last five years from the date of publishing of the EoI. At least proof of PO is to be produced for crafts as mentioned below: i) Merchant Vessels ii) Naval Ships iii) Coast Guard iv) Passenger Crafts v) Smaller auxiliaries vi) Craft/Pontoons	<p>➤ The marking will be given as below; -</p> <p>➤ Single PO value of ₹ 50 Cr or above - 40 marks (subject to maximum of 40 Marks)</p> <p>➤ Multiple POs with values varying between Rs 2 Cr to Rs 50 Cr, if total value exceeding beyond 50 Crores, maximum 35 marks will be allotted</p> <p>➤ The Single PO values of Rs 02Cr and more will only be considered.</p> <p>➤ The PO value will be considered without taxes</p>

(ii)	Financial turn over for last three financial years (2023-24, 2022-23, 2021-22) should be at least ₹ 10 Cr	15	The firm to submit the turnover Certificate for ₹ 10Cr or More duly certified by Charter Accountant/ Firms	<p>The marking will be given as below for determining the empanelment category as stated in para 5.</p> <p>➤ Average turn over for 3 years ₹50 Cr or above- 15 Marks</p> <p>➤ For the average Turnover falling below 50 Crores, marks will be calculated and awarded as below:</p> <p>(15 Marks/50) x Average Turnover for last 3 years = MARKS AWARDED (subject to maximum of 15 Marks)</p> <p>➤ Average Turnover should be minimum ₹ 10 Cr or more</p>
(iii)	Customer Profile/Ship Owners	15	<p>The firm to submit the highest single PO value executed or under execution for repair/ refit of Ships/crafts from the Ship Owner/Shipyards within the last five years from the date of publishing of the EoI from</p> <p>➤ Indian Navy /Foreign vessel</p> <p>➤ ICG</p> <p>➤ Other Ship owners/Shipyards</p>	<p>Marking will be based on customer / ship owner dealt with for determining the empanelment category as stated in para 5 for the executed PO value of minimum 2 crores (multiple POs weightage will not be considered): -</p> <p>➤ Indian Navy /Foreign vessel- 15 Marks</p> <p>➤ Indian Coast Guard– 10 Marks</p> <p>➤ Other vessel- 5 Marks</p>
(iv)	Ship Repairs Manpower	10	<p>Average min number of 15 engineers and workmen on the pay roles over a period of past 06 months.</p> <p>Attach certification duly signed by authorized signatory of the firm with proof of payrolls.</p>	<p>The marking will be given as below; -</p> <p>➤ 15 Engineers or more in the pay roles - 10 Marks</p> <p>➤ Less than 15 Engineers in the pay roles – 5 Marks</p>
(v)	The firm to have ISO 9001:2015 certification.	5	The firm to submit the Certificate	Attach copy of certificate with a validity date.
(vi)	Pre-existing agreement with	5	Agreement / Letters in support issued by OEMs /	Attach certification duly signed by authorized signatory.

	OEMs/ Approved Manufacturer, Licence Work Permit at SMPK Kolkata / SMPK Kolkata / Ports/ Dockyards		PAC firms, Valid Work Licence with Ports/ Dockyards	Marking will be based on verification of the agreements w.r.t critical nature of equipment/ items.
(vii)	Business Profile	5	Business comfort over anywhere in India. Ease of business anywhere in the world.	Details of projects along with certification from Client to be attached with the bid.
(viii)	Existing Facilities of Firm	5	Existing workshops, equipment held and similar associated facilities in and around Kolkata.	Facility / Factory data to be attached with the bid. Marks will be given as per the site inspection/ documentation.

(c) Data/ Documents required from the Vendor/ Firm: -

- (i) Equipment & Machinery list
- (ii) Manpower details with skillset
- (iii) Previous Orders
- (iv) Registration Certificate of the Company with ROC/ Memorandum and the Article of Association of the firm etc.
- (v) Audited/Certified Annual Accounts and Annual Report (Balance sheet, Profit / Loss Statement) for immediate last three (03) financial years
- (vi) GSTIN, PAN details
- (vii) MSME registration certificate, if any
- (viii) PF, ESI registration copies
- (ix) GeM Seller ID if any
- (x) Bank details
- (xi) Work done/Completion certificate
- (xii) Registration under TReDS, if any

(d) The above evaluation system will be basis for initial qualification of the firms. Non-compliance of financial, commercial and other requirements specified in the EOI will lead to disqualification of the firms. GRSE also reserves the right to reject any and all firms and accept the proposal, which in its opinion, appears to be most advantageous to GRSE.

9. **INSTRUCTIONS TO THE FIRMS**

- a) Before submitting a proposal, firms are expected to examine the Proposal Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Proposal Documents. No consideration will be granted for any alleged misunderstanding on work to be performed and comply with conditions specified in the Proposal Document.

- b) Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Proposal Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately be brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to proposal closing date.
- c) It is understood that in receiving proposals by any firm, GRSE assumes no obligation to enter into a contract for the WORK covered by this proposal request. GRSE reserves the right to reject any and all proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every firm and accept the whole or any part of the proposal.
- d) GRSE also reserves the right to reject any and all firms and accept the proposal, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Proposal Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Proposal. GRSE reserves the right to change the form of this request to Proposals, or make clarifications thereto, within a reasonable time before date of submission of Proposals.
- e) Firms will assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Firms are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
- f) Firm has to declare, in what capacity he is participating viz. PSU, Limited Co, Private Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be submitted.
- g) Arbitration Clause; Dispute if any, between GRSE and the Contractor shall be referred to the sole discretion/ arbitration of CMD of Garden Reach Shipbuilders & Engineers Ltd. or his nominee and his decision shall be final and binding.
- h) A Firm is allowed to submit only one Proposal under any capacity / status.
- i) Any query/difficulty in understanding the requirement or other technical Terms may be got clarified from (Cdr Pinakesh Das, IN(Retd), Email: das.pinakesh@grse.co.in, Mob: 9836883522 OR Mr. Devjyoty Das, Email: das.devjyoty@grse.co.in Mob: 9163331763) prior to submission of offer.
- j) Any difficulty in submitting / uploading of e-offer or for any system help, please contact GRSE eProcurement Cell [email – mtl.eproc@grse.co.in; Land line no. (033) 2489 3902]/ Mr. Saraswata Palit, DGM (GRSE E-PROCUREMENT), e-mail/ Palit. Saraswata@grse.co.in / GRSE Service Provider M/s. NIC personnel may be contacted.
- k) E-mail Address for communication: It is mandatory for Firms to provide e-mail address to enable faster communication.

- l) GRSE reserves the right to accept/ reject any proposal in full or in part without assigning any reason.
 - m) Last date of submission of Proposal/ Date of opening of proposal is indicated in EoI Document. The proposal/offer is liable to be rejected if the requisite documents are not enclosed with the technical offer.
 - n) All pages of this document are to be signed and attached with proposal as mark of your acceptance. In case of non-receipt of signed copy, the proposal/offer shall be declared as unresponsive.
 - o) The outcome of the Expression of Interest may be utilised to enter into suitable Memorandum of Understanding for a period of 2 Years and extendable to one more year.
 - p) This EOI is being floated to have a pool of potential vendors for ship repair projects but GRSE is nowhere bound to restrict any contract within this pool only.
 - q) No vendor/ sub-contractor is authorised to have any communication, data/information flow to anybody in respect of MoU signed with GRSE without prior approval of GRSE management.
 - r) Exiting partnership if any to be intimated and it should not conflict with the interest of GRSE.
 - s) If the selected for MoU, firm has to get registered under TReDS platform (as applicable). Details of same to be submitted to GRSE.
- 10.** No formal invitation shall be extended to the firms for the purpose of opening of this Notice Inviting EOI.
- 11.** The firms responding to this EoI must be willing for signing the relevant NDA , Integrity Pact (as per requirement of GRSE) towards proceeding with empanelment at GRSE.
- 12.** GRSE would be committed to provide 'Performance Warranty' on its products /service and also product/service support ranging as per requirement including obsolescence support for the entire life cycle of the vessel/platform. The firms responding to this EoI must be willing to agree to such a back to back commitment where required/sought by GRSE.
- 13.** GRSE also reserves the right to engage with firms even outside of this empanelling process for furthering its business objectives.
- 14.** **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.

15. **Rejection Criteria:** Bidders not meeting /complying the qualifying criteria and not submitting documents as above, shall not be considered further.

16. **AMENDMENT OF EOI DOCUMENT & CORRIGENDUM:**

(a) GRSE reserves the right to amend this EOI document by issuing addendum/ addendum. The addendum will be posted at (<https://eprocuregrse.co.in> and also on GRSE 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.

(b) GRSE reserves the right to conduct changes to this notice anytime at its own discretion by a corrigendum. The corrigendum (if any) shall be posted at <https://eprocuregrse.co.in> and also on GRSE website. Any such corrigendum shall be deemed to be incorporated into this EOI.

(c) Bidder should consider the corrigendum published before submitting the bid online.

(d) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the EOI schedules carefully and upload the offer accordingly; otherwise, the bid will be liable for rejection.

17. **DISCLAIMER:**

a) This Expression of Interest (EOI) is not an offer by GRSE but an invitation to receive offers from interested parties for empanelling and shortlisting them in GRSE vendor panel as sub-contractors for ship repair Business 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 parties in formulating their proposals for empanelment in response to this Notice.

(b) GRSE reserves all right to cancel this EOI at any stage without any intimation to the responding firm, without assigning any reason whatsoever at any stage. No compensation request from the responding firm / no communication from the responding firm shall be entertained by GRSE.

(c) GRSE reserves the right to modify or even not to proceed with the proposed EOI at any stage.

GENERAL Terms and Conditions

1. Offer for the EOI should be submitted along with prescribed documents only.
2. Offer of this EOI received after due date and time shall not be accepted under any circumstances and shall be returned unopened. No further correspondence on such responses shall be entertained.
3. Offer against this 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 firm.
4. 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.
5. Each page of offer for EOI (**including Annexures**) should be dated and signed along with seal of the firm.
6. Canvassing in any form shall render the submitted offer against this EOI liable for rejection.
7. The firm has to comply with mutually agreed non-disclosure agreement in the event of placement of order.

8. Standard Note:-

- I. For the purpose of this EOI 'Firm' or collaborator means a proprietary/partnership/LLP firm with a legal entity recognized under Indian laws.
- II. The firm shall not be in the list of entities blacklisted/ barred from participating in any tender of Government of India/State or any PSUs.
- III. Applicants may regularly visit the GRSE 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.

9. Evaluation Process

- a) Response from the vendors 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 empanelling them in GRSE vendor list.

c) GRSE Committee (Evaluation Committee) shall evaluate proposals of the Vendors and all supporting documents & documentary evidence. The committee may seek additional documents as it deems necessary.

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.

10. Cost Of Response To EOI

Vendors 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.

11. Content of Response To EOI Documents

Vendor 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.

12. 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.

13. 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 reason thereof, whatsoever. In case of any dispute GRSE Evaluation Committee decision in the matter shall be final and legally binding on the Vendors.

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

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

16. GRSE reserves the right to physically check the original documents / certificates, the copies of which are submitted along with EOI.

17. 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.

18. Vendors 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.

19. The documents of response must be uploaded in GRSE portal / sent through Speed Post / Courier in complete in all respects. Incomplete/ late Responses are liable to be rejected. Physical documents (if any) are to reach to the contact person within the due date / time of offer submission. Same is the responsibility of the bidder / responder.

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

21. 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 endeavour 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.

22. Patent and Copyrights

Vendors/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.

Checklist for Submission of EOI

The EOI submitted shall be in Single Folder and to be submitted in the following chronology following:

Tick ✓ the submission	Submitted Document Page no.	Details Required	Remarks
<input type="checkbox"/>		Introductory Letter (Submit a Letter)	
<input type="checkbox"/>		Name of the Company and Type of Firm	
<input type="checkbox"/>		Year of Establishment	
<input type="checkbox"/>		Registration under Companies Act (India) or in the mentioned Country(ies) (Provide requisite Registration details with documentary evidence attached)	
<input type="checkbox"/>		PAN, GST Registration, MSME / SSI (Attach copies of PAN, GST & MSME /SSI Registration)	
<input type="checkbox"/>		Registered Address (Include Tel., Fax, e-mail, website)	
<input type="checkbox"/>		Details of Point of Contact (Name, e-mail, phone of Contact person and Head of Organization is to be provided)	
<input type="checkbox"/>		Company Profile Provide Details (A declaration is required stating that the Company/Firm has not been barred for doing business by any government or local agency in India or in the mentioned country(ies))	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		Provide related Experience details (Provide all details in chronology as stated in 8(b) for technical evaluation) ➤ Experience in Execution of Ship Repairs ➤ Financial turn over ➤ Customer Profile/Ship Owners ➤ Ship Repairs Manpower (Employees Payroll) ➤ ISO 9001:2015 certification	

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		<p>➤ Pre-existing agreement with OEMs/ Approved Manufacturer, Licence Work Permit at SMPK Kolkata / SMPK Kolkata / another Ports/ Dockyard</p> <p>➤ Business Profile</p> <p>➤ Existing Facilities of Firm</p> <p>Attach supporting documents as required. Client details and references may also be attached.)</p>	
<input type="checkbox"/>		Name of the Area / States / Regions / Organizations / Customers in which interested to represent GRSE as MR	
<input type="checkbox"/>		Name of the Product(s) / Services within GRSE's range, in which interested (Note: Preferably the complete range of products.)	
<input type="checkbox"/>		Office Infrastructure facilities available including readiness to open local liaison office at Kolkata (Infrastructure facilities available, Readiness to open local office at Kolkata: Yes / No)	
<input type="checkbox"/>		Acceptance to terms and conditions of EOI Yes / No* (*indicate deviations applicable)	
<input type="checkbox"/>		Responsible Person who will be Signing the MoU (Name, e-mail, phone of Contact)	
<input type="checkbox"/>		Any other information considered relevant	

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

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
Additional General Manager (SR)
Ship Repair Department -Taratala Unit
P2/2 Taratala Road.
Kolkata 700088

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 -----, have not been served Tender Holiday/Risk Purchase/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 03 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,
[Vendor NAME]
Name Title
Signature -----
Authorized Signatory /Date:

NON – DISCLOSURE AGREEMENT

(Non-Judicial stamp paper of value not less than Rs.100/-)

This Non-Disclosure Agreement executed thisDay of 2024.

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 for a period of 10 years from the date of 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, for a period of 10 years from the date of such 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 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 :