



# **Garden Reach Shipbuilders & Engineers Ltd.**

(A Government of India Undertaking – Ministry of Defence)  
43/46, Garden Reach Road, Kolkata – 700024, West Bengal, India

Web site: [www.grse.in](http://www.grse.in)

**CIN No. L35111WB1934GOI007891**

**GLOBAL NOTICE INVITING EXPRESSION OF INTEREST (EOI)  
FOR  
REPRESENTING GRSE FOR MARKETING ITS PRODUCTS (ICE BREAKER/  
WARSHIPS/PATROL VESSELS/CRAFTS/BOATS/OPV/ FRIGATE AND/OR BAILEY TYPE  
BRIDGES) & RELATED SERVICES IN Various Countries.**

## **SECTION A**

1. Ref. No. : **CE&CP/BD&M/AS/23-24/MR**
2. Date of Issue of EOI : 06 Feb 2023
3. Interactive session at GRSE : NOT APPLICABLE
4. Last date for EOI Submission : 06 March 2023
5. Validity of EOI : 180 days from last date of submission

## **SECTION B**

### **Introduction**

6. Garden Reach Shipbuilders & Engineers Ltd (GRSE) located at Kolkata, India is an ISO 9001:2015 certified premier **Warship building Company** under the administrative control of Ministry of Defence since 1960. GRSE has achieved the unique distinction of delivering the **105<sup>th</sup> warship to Indian Navy, a feat** not achieved by any other shipyard in the country. GRSE is also the largest Indian manufacturer of **Portable Steel Bridges (Bailey type)** catering to the domestic and international markets. The Shipyard has set its vision to be a leader in warship building with increased thrust on export to various countries including Guyana, Seychelles etc.

### **Requirements**

7. GRSE seeks to engage Companies / Firms as its **Marketing Representative (MR)** for marketing of its products and related services as mentioned above in defence & civilian sectors for specific regions majorly in Antigua and Barbuda, Bahamas, Barbados, Belize, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat (a British overseas territory in the Leeward Islands), Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, and Trinidad and Tobago.

Interested firms may visit our website at [www.grse.in/tenders](http://www.grse.in/tenders) wherein the following are

available:

- (a) Profile & Scope of Work.
- (b) Format for submission of EOI.

8. GRSE would like to evaluate and shortlist firms of repute worldwide for representing GRSE as MR(s) for GRSE Products and related services in specific country(ies), meeting the pre-qualification criteria through this EOI, for issue of subsequent Tender Documents inviting bids for appointing Marketing Representative(s). EOI along with the filled in format and requisite copies of certificates / supporting documents may be forwarded by courier to:-

**Dy General Manager  
Corporate Planning & Corporate Communication Department,  
GRSE BHAVAN (D-Block) .GRSE Ltd, 61 Garden Reach Road, Kolkata  
West Bengal- 700024, India**

[Note: Envelope is to be super scribed with “**RESPONSE TO EXPRESSION OF INTEREST (EOI) FOR REPRESENTING GRSE FOR MARKETING ITS RODUCTS.**”]

9. The response to this EOI shall also be forwarded by email to Saha.Arnab@grse.co.in / grse.mktg@gmail.com within 30 days of publishing of this advertisement for evaluation (soft copy) may also be submitted). Queries on this EOI may also be forwarded to the same e-mail. A format for submission of EOI and a ‘Letter of Undertaking’ to be submitted along with EOI are placed at **Appendix A and B** respectively.

10. Shortlisting of firms shall be undertaken by GRSE at its total discretion based on the response to this request for EOI. Shortlisted firms will be intimated on further course of action.

### **Other Salient Aspects**

11. The shortlisting / selection of above-mentioned Marketing Representative is subjected to rejection / Termination of agreement at any stage in case of finding of the information provided by the bidder is not true / incorrect. Decision of GRSE in this regard shall be final and binding.

12. **This invitation for submission of EOI is issued by GRSE with an intent that firms shall submit their offer without any financial commitment from GRSE basis at this stage.**

13. GRSE reserves the right to sell directly or to appoint more MR(s) in the specified country(ies) / territory. Responsibility of obtaining any governmental clearances in their country shall rest with the firm submitting the response to this EOI.

14. The period of engagement is envisaged to be **three** years subjected to increase by a further suitable period based on the performance of the MR and mutual understanding.

15. In case of unsatisfactory performance of The Marketing Representative (MR) hereto, GRSE reserves the right to terminate the contract by 01 months' notice subject to survival of residual rights & obligations as mandated in the Agreement and the status quo of the Agreement will be maintained till the Termination. The MR will honor all outstanding commitments including proper representation and protection of GRSE's interests and honoring all compensation that may have accrued to the MR in view of services already rendered and payments received by GRSE.

16. At any time prior to deadlines for submission of proposals, GRSE may for any reason, modify the EOI document. All such amendment shall become part of the EOI and same will be notified on Company's website. The respondents are required to have a watch on Company's website for any such amendment. Mere participation and qualification in EOI will not automatically mean that such respondents are considered qualified to participate in subsequent Limited Tender Enquiry planned to be issued by GRSE.

### **SECTION C**

#### **Brief Profile and Scope of Work**

17. The firm/agency submitting EOI must confirm compliance to the following profile: -

(a) The firm should be a registered established Company or Partnership / Proprietorship Firm having sufficient experience of liaison work with the respective Government departments / Decision making authorities / procumbent authorities of the specific country(ies) for which the firm is interested to become the MR of GRSE. The firm must be financially solvent and not have any criminal proceedings against them.

(b) The firm should have adequate exposure (as the main agency) of business policies, procedures and laws prevailing in the country(ies) of business with having adequate office infrastructure with all communication facilities (phone, Mobile, Fax, and good internet Connection Facility).

(c) The firm should be agreeable to enter into a **Non-Disclosure Agreement (NDA)** with **GRSE** and to take all reasonable precautions to protect such proprietary and confidential information of GRSE.

(d) The appointment of Marketing Representative shall be on non-exclusive basis limited to the products and/ or to the territory(ies) decided by mutual agreement between GRSE and shortlisted firm. However, GRSE would be the Exclusive Principal for the selected Marketing Representative(s) w.r.t the mutually agreed products and/ or to the territory(ies) between GRSE and the Selected Marketing Representatives.

(e) The firm should be responsible for assisting GRSE / the Customer depending on specific project requirements, for customs and port clearance, local transportation, labor contracts, clearance and payment of bills and resolution of disputes, intimation of adverse / positive feedbacks in time, with respect to problems in supplies, etc.

(f) The firm should be responsible for interacting with the customer and liason with GRSE for any major problems within the warranty period or after-sales service period in respect of the PRINCIPAL's products so sold in the Territory even after the termination of this Agency Agreement.

(g) The firm should be, at its own expense, and in a manner consistent with the sales policies of GRSE: (a) attend a reasonable number of trade shows as GRSE requested; (b) provide adequate contact with existing and potential customers within the Territory on a regular basis; and (c) assist GRSE in assessing customer requirements for the Products.

(h) The firm should not be make any false or misleading representations to customers or others regarding GRSE or the Products. The firm should not not make any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Products that are not consistent with GRSE's documentation accompanying the products or GRSE's literature describing the Products. Such documentation of the Agent is required to be approved by the Principal before publication.

(i) The firm should agree to indemnify the GRSE from any loss suffered and also to hold the GRSE harmless from any losses suffered by the GRSE for the actions and conduct of the firm and/or its sales-agents/employees etc. in connection with but not limited to this EOI.

(j) The firm should provide itself with, and be solely responsible for obtaining all permits, licenses and other forms of clearance from governmental or regulatory agencies within the TERRITORY, if any, as it deems necessary for the conduct of its business operations in accordance with this EOI.

(k) The firm should ensure that, the information contained in the specifications, technical documents, drawings, etc. whether marked as CONFIDENTIAL or not should not be divulged to any other party and shall continue to apply even after termination or expiry of the contract save and except as it is provided.

18. The function of the Marketing Representative(s), inter alia, would be

(a) Conduct market survey, determine the market potential, monitor various market trends prevailing for the GRSE products within the assigned region / country(ies) and recommend suitable strategies to meet the demands.

(b) Identify Buyers and assess their sincerity towards the project and financial condition & credit worthiness. Arrange seminars, presentations, etc. to the buyers, whenever necessary, with the assistance of GRSE.

(c) Keep a close watch on developments, Enquiries, Tender Notices and Request for Interests / Request for Prospects, obtain necessary information / documents to enable GRSE to make their offer for design, construction & supply of ships and other products & services. Also provide necessary support for translation of documents and

communication links (**interpreter**) as per requirement. Advise GRSE on the competitiveness of prices, acceptability of delivery schedules, and procedures involved in submitting / negotiating tender formalities.

(d) Carry out all possible technical, commercial and / or legal liaison & coordination work with buyer. Assist to the best of their ability in formulating the Contract for GRSE products and related services, so that Contract terms and conditions do not violate the laws of India and the country(ies) of the buyer. Assist GRSE on the all the commercial aspects and due payments till the complete execution of the order(s) / Contract(s).

(e) **Cannot** represent, promote, market, sell or negotiate on behalf of similar products and / or services or cannot take agency or otherwise assist in the sale or representation of similar products of any other bidders or manufacturers for which represents GRSE as a MR. Carry out any other duty related to Business development assigned by GRSE successfully and indemnify GRSE in all respect

(f) For all orders and contracts materialized through the efforts of the firm, the commission payable to the firm shall be fixed MUTUALLY AGREED PERCENT of the order / contract value supplied to the TERRITORY and will be payable to the firm on pro rata basis on realization of stage payments by GRSE and subject to the prevailing regulations (including taxation) in this regard in India.

(g) Following transactions in the TERRITORY shall be deemed to be excluded from the purview of this Agency Agreement:

- i. All supplies made to Joint Ventures / Collaborators / Licensees of THE PRINCIPAL, its Holding Company/Associates.
- ii. Orders received from OEMs for fulfilling their offset obligations under Indian Defence Programs.
- iii. Supplies made within the territory of India.
- iv. Orders directly received by the PRINCIPAL from any Authority/Company/Entity/Person including the Government from within the TERRITORY without involvement of the Agent.

(h) The final Agreement shall be interpreted and governed in all respects by the LAWS OF INDIA

(i) Any disputes arising between the Parties hereto out of or in connection with the final agreement shall be amicably settled between the Parties. Where the Parties hereto fail to settle the disputes amicably, within ninety (90) days of the written notice of its existence given by either Party to the other, then such dispute shall be settled

through arbitration by a Sole Arbitrator in accordance with the rules of Arbitration of the International Centre of Alternative Dispute Resolution (ICADR), New Delhi, and the award made in pursuance thereof shall be final and binding on the Parties.

(j) It should expressly understood and agreed by the firm that GRSE is intends to enter into the final Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it should expressly understood and agreed by the firm that the Government of India is not a party to the final Agreement and shall have no liabilities, obligations or rights hereunder.

(k) The firm should indemnify and hold GRSE and its officers, directors, employees and representatives harmless from and against all claims, demands, penalties, losses, liability or damage, including, without limitation, reasonable attorneys' fees and expenses, directly or indirectly asserted against Principal, resulting from, or related to: (i) Agent's material breach of or failure to comply with any of its covenants, representations or warranties contained to the Agency Agreement; (ii) gross negligence (including errors and omissions) or willful misconduct of Agent, its officers, directors, employees or representatives; (iii) detriment caused to Principal's business by promotion of Products of Principal's competitors.

19. **Disclaimer:** -

(a) All information contained in this, Expression of Interest (EOI) subsequently provided/clarified is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

(b) GRSE reserves the right not to respond, to questions raised or provide clarification sought, in its sole discretion, if it considers that it would be inappropriate to do so. This EOI does not create a tender process and not an invitation for bids.

(c) GRSE reserves the right to:-

- i. Modify the terms and conditions of the EOI and subsequent processes and also reject any EOI without any obligation, or any compensation or reimbursement to the respondents at any stage.
- ii. Require clarification / additional information on EOI, May Hold Interactive sessions at GRSE with the prospective Firm(s).
- iii. GRSE may in its sole and absolute discretion, independently verify any information in any submission made by the firms.