



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

Garden Reach Shipbuilders & Engineers Ltd.

(भारत सरकार का प्रतिष्ठान)

(A Government of India Undertaking)

(भारत सरकार का प्रतिष्ठान)

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)
FOR**

“Establishing an Alliance with Suitable Technology Partner(s)/Marine Equipment Manufacturer(s) for Developing Electro-Hydraulic Drive Deck Machinery Product(s) for Indian Defence Industry”

SECTION A

1. Ref. No.	TU/MKN/EQUIPMENTS/24-25/EOI-017
2. Date of Issue of EOI	29.04.2024.
3. Date of interactive/Pre-Bid session	09.05.2024 14:00 hrs.
4. Last date for Submission of EOI	20.05.2024 12:00 hrs.
5. Date & Time of Bid Opening	21.05.2024 14:00 hrs.
6. Contact Person	: Mr Manas Kumar Naskar, DGM(S&M), DKMC e-mail: naskar.manaskumar@grse.co.in Tel: 033-2469 8138/39, M-9163361820 Address: (Deck Machinery-Taratala Unit, P 2/2 Taratala Road, Kolkata- 700088)
7. Validity of Offer	: 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 view of from www.grse.in . GRSE reserve the rights not to consider any offer submitted, other than the e-portal as indicated above.	
This Notice comprises Section A and Section B along with Enclosure 1, 2, 3 & 4 and Annexures 1, 2, 3A, 3B & 4.	

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 and time (as stated above).**
- **Decision of GRSE shall be final and binding in this regard.**

SECTION B

Introduction:

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 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.

2. GRSE has a wide and multiple product variant in deck machinery under its portfolio. All these products are also sold to other shipyards and dockyards. To support the current shipbuilding plan and to avoid the bottle neck in the supply chain, GRSE is expanding its product portfolios with the introduction of newer quality products.

3. There exists a requirement for developing & maintaining the following equipment under the brand name of GRSE: -

- (a) Electro-Hydraulic Boat Davit (upto SWL 10T),
- (b) Electro-Hydraulic Deck Crane (upto SWL 30T).
- (c) Electro-Hydraulic Capstans & Winches (upto SWL 30T).
- (d) Any other equipment as and when shortlisted.

4. **Objective of this Notice Inviting Eoi.** GRSE intends to enter into a long-term agreement with **reputed Indian Technology Partner(s)/Marine Equipment Manufacturer** to leverage their infrastructure and technical know-how for manufacturing cutting edge deck machinery (mainly electro-hydraulic drive) under GRSE's brand name. Minimum indigenous content should be 70%. GRSE would like to shortlist firms of repute, meeting the pre-qualification criteria through this EOI, for entering into MOU by means of an alliance for: -

- (a) New Product Design & Drawings (GA and Manufacturing drawings) including Type Testing, FEA analysis (under GRSE branding), if required as per specification of each Project.
- (b) Bid formulation/assist GRSE in final bid preparation (for external customer) /Establishment of rate contract (for internal customer).
- (c) Formulation of Quality Acceptance Plan/ATP/QIPs.
- (d) Assistance in on-board installation, onboard tests and trials.
- (e) Approval of drawings through Class/TPI/DQA(WP).
- (f) Product support including maintaining minimum spares/ consumables (on as required basis) and sourcing of required spares within product guarantee and product support periods.

Note:- No payment will be made for services rendered for bid preparation/technical support, if GRSE does not win the contract.

5. Expression of interest is invited for shortlisting Technology Partner(s)/Marine Equipment Manufacturers for hull/ deck equipment. GRSE is approaching the firms to shortlist through this process to design, manufacture, type test and deliver equipment for the Scope of Work (SoW) mentioned at **Enclosure 1**. This EOI is intended for creating pool of technically sound and financially stable equipment manufacturers with exclusive agreement to build marine equipment **in GRSE's brand name**. Final selection will be done by inviting bids from qualified and short-listed bidders against this present EOI. Detailed Terms and Conditions (T&C) shall be finalized with the qualified bidder /bidders in this EOI for signing of MoU. GRSE also reserves the right to engage with firms even outside of this shortlisting process for furthering its business objectives, if required in future.

Procedure

6. Expression of interest (EOI) is invited from eligible, capable and reputed equipment manufacturers for empanelling them in GRSE's vendor data base and short listing them for the design, supply & maintenance as listed in Scope of Work at **Enclosure 1**. Firms that respond to this EOI and subsequently get qualified would be considered for MOU with GRSE and subsequently work execution either through tendering process as sub-contractors of GRSE or execution of projects based on Purchase Orders.

7. Short listing of the equipment manufacturers shall be limited to the marine equipment category only and the decision on short listing of the firm will solely be decided by the 'Empowered Committee' (EC) of GRSE(TU) appointed for that purpose whose decision shall be final and binding. No communication whatsoever in this regard shall be entertained.

8. After receipt of due response (as per requisite mode and format) the firm(s) shall be assessed by GRSE(TU) 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 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(TU) Empowered EC is at liberty to reduce / freeze total number of empaneled firms against a specific product category, based on the ranking / Qualification criterion).

9. Bidders responding to the EOI and selected by the GRSE(TU) committee, upon submission of all relevant documents, shall qualify to be short listed to proceed with MOU with GRSE. In case where more than one firm qualifies to be empaneled under a particular category, the selection of a firm as GRSE sub-contractor for proceeding with MOU will be based on Empowered Committee (EC) recommendations. Finalization of subsequent Purchase Orders 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. In case a firm is also engaged in business association/ partnership with an overseas business house/ firm, GRSE will engage with the principal bidder only (preferably an Indian bidder). The bidder shall enter into non-compete agreement with GRSE for a period of 05 years or as deemed fit during formulation of the contract. Manufacturing/ production/ assembly/ FATs will need to be undertaken in GRSE premises preferably with design of the equipment if undertaken by the firm will be IPR of GRSE.

10. The procedure is furnished below: -

(a) Bidders will submit their bids in accordance with the requirement and as specified in this EOI.

(b) It is mandatory to submit the capacity details of production per month basis certified by the auditor /proprietor of the company against this EOI.

(c) The offer of the bidder(s) will be evaluated by Empowered Committee' (EC) appointed for that purpose at GRSE. The qualified bidder(s) after short-listing by the EC will be invited to proceed with signing of techno-commercial terms through MOU. Conclusion of terms & condition is completely under purview of GRSE. The offers of firm(s) with whom MOU remain inconclusive will not be considered for further proceedings with a given notice period of 01 week.

(d) The shortlisted and cleared firms with whom MOU is signed as specified above will only be considered eligible to participate in single part bid / combined bid tender (as deemed fit) based on GRSE requirement. The firms which fail to submit their offer with a specified time frame as decided by GRSE may not be considered for further process.

11. **Generic Conditions Post Signing of MOU with firm/s:** -

(e) The L-1 will be determined on item wise basis including all parameters like Type Test charges etc as per enclosed sample price bid format at **Enclosure 2** (for reference only and not to be filled). GST will be excluded for ranking of bids.

(f) In order to ensure timely availability of the items, GRSE reserves the right to select multiple firms for the same items with L-1 bidder and other qualified firms participated in the tender subject to match the L-1 rate. For that purpose, L-2 will be given chance to match the L-1 price first, if L-2 does not agree to match the L-1 price then next bidders according to ranking of bids upto H-1 will be provided that chance.

(g) On requirement of the items, GRSE will place a formal P.O for regularization purpose with already agreed terms and conditions through MOU, the delivery schedule of the items will be finalized based on the required quantity /Capacity of production per month or as agreed by bidder whichever is earlier.

(h) The option for distribution of quantity as described above will be opted when required quantity within the specific time frame exceed the capacity of the firm and on the following situations: -

(i) GRSE will 1st intimate the L-1 bidder about required quantity and required delivery date. Firm to inform GRSE within one week from the intimation, whether they can meet the delivery

requirement of GRSE. In case non-receipt of any response or not able to meet the requirement, GRSE will directly approach to other firm with whom GRSE has already entered into another rate contract for the same item(s) to supply the balance quantity of the items not exceeding 40% of the required quantity within the specific time period.

(ii) After placement of P.O, if progress of firm(s) is not found satisfactory, the entire or partial quantity of the items will be deleted from scope of supply of the firm(s) and will be awarded to another firm.

(iii) The decision of GRSE on above distribution or non-distribution will be final and binding on the firms.

(i) Price against each project will be finalized on mutual agreement as per extant policies.

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

13. The participated bidder has to submit the integrity pact in enclosed GRSE format (**Annexure 3A**) within 01 week from the EOI closing date. Bidder has to also upload the same along with their offer against his EOI. For non-submission of Integrity Pact, GRSE reserve the right not to consider the offer of the firm for further processing.

14. Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

FOR GRSE: -

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

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

15. The firms responding to this Eoi must be willing for signing of the relevant NDA (Reference copy attached- **Annexure 3B**) and the Non-Compete clause (Format to be provided at MoU stage) towards proceeding with empanelment at GRSE.

16. GRSE would be committed to provide 'Performance Warranty' on its products and also product support ranging from 5 to 25 years 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.

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

18. The general and commercial terms & conditions of GRSE is placed at **Enclosure 3** and compliance matrix /deviation list are enclosed at **Enclosure 4**, firm has to indicate their compliance/deviation w.r.t to GRSE terms which will be discussed and mutually agreed during finalization of agreement / MOU/MOA.

19. AMENDMENT OF EOI DOCUMENT & CORRIGENDUM:

- i) GRSE reserves the right to amend this EOI document by issuing addendum/ addendum. The addendum will be posted at (<https://eprocuregrse.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.
- ii) 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.in> and also on GRSE website. Any such corrigendum shall be deemed to be incorporated into this EOI.
- iii) Bidder should consider the corrigendum published before submitting the bid online.
- iv) 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.

18. DISCLAIMER:

- i) This Expression of Interest (EOI) is not an offer by GRSE but an invitation to receive offers from interested parties for empaneling and shortlisting them in GRSE vendor panel as sub-contractors for supplying marine equipment's 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.
- ii) GRSE reserves the right to modify or even not to proceed with the proposed EOI at any stage.

Scope of Work

1. GRSE intends to develop and shortlist vendors for manufacturing of marine equipment in GRSE' brand name. The equipment shall be manufactured with the logo of GRSE and shall be marketed by the shipyard for Naval / Defence uses.

2. This EOI relates to the design, manufacture and supply of following Electro-Hydraulic Hull equipment (not limited to): -

[A] Electro-Hydraulic Boat Davit (SWL upto 10T) – Boat Davit with following criterion.

(i) Naval Standard: NCD 1500/Equivalent..

(ii) Type Approved by IACS (Class) or DQA(WP) as applicable.

(iii) The entire davit including structure and associated systems shall be designed to NSS Grade 'II' as per BR 3021

[B] Electro-Hydraulic Deck Crane (SWL upto 30T)

(i) Type Approved by IACS (Class) or DQA(WP) as applicable.

(ii) The entire davit including structure and associated systems shall be designed to NSS Grade 'II' as per BR 3021

[C] Hydraulic Anchor Windlass/Capstan (SWL upto 30T)

(i) Naval Standard: NCD 3901/Equivalent.

(ii) Type Approved by IACS (Class) or DQA(WP) as applicable.

(iii) The entire davit including structure and associated systems shall be designed to NSS Grade 'II' as per BR 3021

[D] Auto-Tensioning Winches (SWL upto 30T)

(i) Type Approved by IACS (Class) or DQA(WP) as applicable.

(ii) The entire davit including structure and associated systems shall be designed to NSS Grade 'II' as per BR 3021

[E] Specialized Electro-Hydraulic deck machinery for Future Projects

(a) The specification relates to design, manufacture, supply, Inspection, Testing, Preservation, Packaging, Forwarding & satisfactory operation on board the ship of hull equipment to be used in Naval Vessels under brand name of GRSE. Scope of supply will cover Design, Manufacture, Product Support for all the equipment listed in this specification.

(b) The specification defines naval duties & details pertaining to evaluation & testing of the equipment. This document is prepared as a guidance document for the Vendor to ensure that their products meet the standards of Installation on naval ships.

3. The participation in the subsequent tenders for the end-customer will be carried out by GRSE as required and the consequent orders towards manufacturing of equipment 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 firm /MoU firm for GRSE.

4. The shortlisted firm(s) are also required to assist GRSE for the following:

STAGE	Activity	Description	Remarks
I	Product Design as per Tender Specification of each Project	<p>Each Project is a specific type. 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 MoU firm would be required to provide available / new product designs (external design agencies can be involved) and give various design documentations as required specifically for the project to GRSE from time to time.</p>	<p>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.</p> <p>GA and manufacture level designs/drawings to be generated in IPR of GRSE.</p>
II	Bid Formulation	<p>As per the finalized product design for each project, the work plan would be finalized comprising: -</p> <ul style="list-style-type: none"> i) Bill of Material & sourcing thereof towards product manufacture. ii) Work plan of tests and trials, installation and commissioning of equipment both at Factory and at Harbour & Sea iii) Product Support as required by end customer. <p>Based on the above the price bid for the project would be prepared.</p> <p>iv) During the Bid Formulation the Payment stages along with Terms & Conditions for each of the above sub-serials are to be made by GRSE to MoU</p>	<p>Participation in meetings either by Video Conferencing or visit need to be considered and catered.</p>

		<p>firm and would also be firmed up and committed by GRSE & MoU firm mutually.</p> <p>v) The MOU firm would have to give a binding undertaking towards execution of project as per mutually agreed SoW (Scope of Work).</p> <p>vi)Based on the comprehensive proposal by the MoU firm, encompassing all points as mentioned above, the final bid will be submitted to the end customer by GRSE.</p>	
III	Technical Drawings & Documentations	Firm(s) would provide the drawings and documentations along with the equipment	Requirement of interface interactions /visits required for the formulation of the same are to be firmed at Stage-II itself.
IV	Technical specifications for product components to be made in GRSE or sourced by GRSE from local vendors in India	Firm(s) would provide detailed drawings required for the Fabrication and Manufacture/Sourcing of products including COTS items. The requisite specifications with acceptable equivalents and tolerances would be given to facilitate the same and enhance the indigenization percentage of spares. MRLS/PIL/PLS would also be generated by MOU firm.	The quality standards for the sourced products and the norms for the same are to be mutually drawn up. Endeavour to be towards delivery of technically robust product with enhanced level of indigenization.
V.	Formulation of Quality Acceptance Plan	QAP for product would be forwarded by firm(s)	Changes made by inspecting agency if any are to be accommodated.
VI	Product support including maintaining	The firm would provide assistance in initial stages by means of direct employee presence and /or authorized reps for onboard	

	min spares in India and sourcing of required spares within product guarantee and product support periods	visits at other base ports in India.	
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5. Firm(s) shall not have any 'Intellectual Property Rights (IPR)' on any design once the same is developed specifically for any project under the MOU and all Intellectual Property rights in the product shall vest in GRSE. However, the MoU firm while developing any design shall ensure that GRSE should be completely absolved from any infringement of patent or any Intellectual property rights.

6. The QUALIFYING CRITERIA MATRIX for the purpose of short-listing of bidder is placed at **Annexure-2**. The prospective bidder shall submit the relevant documents to support the requirements as per aforementioned matrix. The same shall inter alia also include if not already indicated in the matrix the following:

- (a) Bidder Company/firm's Profile and experience
- (b) Overview of the Technical personnel employed by the Company.
- (c) All other required statutory compliance.
- (d) Company Registration Certificate
- (e) ISO Standard Certificate (if available)
- (f) Audited Balance Sheet of the Company for the preceding 03 Financial Years.
- (g) Documents to prove past experience in supply of hull equipment. List of Orders executed by the firm for equipment of last 05 years.
- (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.

7. The firm should have an inhouse quality assurance program. Further, GRSE reserve the right to inspect and ensure that supplied equipments by the firm(s) 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 firm(s) of its responsibility for quality control.

8. 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).

9. Bidders who have been served with Tender Holiday or Risk Purchased 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 as per format given in **Annexure-1**. 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.

10. Bidders not meeting /complying the qualifying criteria at **Annexure-2** and not submitting documents as above, shall not be considered further.

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

12. It is stated that GRSE reserves the right to enter into individual agreements for each of the equipments listed in "List of Products Para" in parallel.

13. The EOI response shall be submitted which shall inter alia cover the following: -

- i. Clearly state category viz types of equipments as per para 2 (list of products).
- ii. The firm's willingness (in their letter head) to participate and offer their services for collaboration.
- iii. A broad approach and methodology (Project Plan) for the services to be provided.
- iv. Supporting documents as sought above.
- v. Specific answers to the questionnaire placed at **Annexure-4**.
- vi. Any other information considered relevant.

(Note: - The firms interested in responding to this EOI are encouraged to attend interactive session as per para 3 of Section A of this Notice)

14. 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.

15. In case any document is being submitted in hard copy the envelope should be super-scribed with EOI No. and title of the EOI and shall be submitted on or before the due date. Information/documents in response to this EOI may also be forwarded in e-mail to the addressee mentioned in Section A of this EOI.

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 (TU)
Deck Machinery-Taratata Unit
P2/2 Taratata 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 02 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. Bidder(s) are 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 Start-up firms and MSME firms will be given priority as per policy of MSME. Due preference (if any) will be given to ISO certified firm(s). The technical proposal will be evaluated on the basis of the firm's experience along with its key personnel.

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 60 marks or more as per the technical evaluation criteria mentioned in table below shall be declared as qualified for further proceeding of offer. Firms who have secured less than 60 marks are liable to be rejected. The details of as per Technical Evaluation criteria are tabulated below: -

Technical Evaluation Criteria				
S I	Evaluation Criteria	Credit	Description	Remarks
1	Production Capacity	5 points in each sub-Category (mentioned in Description column herein) (Total-20)	(a) Covered fabrication shed (b) Material Handling Eqpt. (c) Facility for Hydraulic Pressure Testing (d) Facility for Load Testing	Details of each sub condition to be furnished. The facility needs to be owned by the firm or a MoU existing with competent partners/subsidiary/ parent concern of overseas firm.
2	Production Experience with proof of supply	5 points in each sub-Category (Mentioned in Description column herein) (Total-25)	Experience of the firm in design and manufacturing of following types of equipment. Evaluation will be based on proof of supply of diversified equipment of different categories during last 05 Years. At least proof of one order in each segment is to be produced for equipment as below: - (a) Boat Davit (b) Deck Crane (c) Capstan (d) Auto-tensioning Winch/PLC driven equipment (e) Any other category manufactured by MoU firm also may be included	Details of equipment along with certification from Client and relevant Purchase Orders/ documental proof of delivery are to be attached with the proposal including business partner firm/ parent concern.

3	Clients	4 + 4 points in each sub-Category (Mentioned in Description column herein)	(a) Supply of equipment for Marine applications (b) Supply of equipment for Defence applications	Min. of 01 Purchase Order for each category either of the bidder or the bidder's business associate/ parent concern
4	ISO 9001 or equivalent Certified Organization	10	Class Approved/ certified Production facility, ISO Certification.	Certificate copy to be given. Acceptable, if certification for business associate/MoU partner/ parent concern is certified
5	MSME	7	As per the Govt. of India guidelines for MSME.	Attach certification duly signed by authorized signatory
6	Business profile	2+2 points in each sub-Category (Mentioned in Description column herein)	i) Business comfort over anywhere in India with evidential proof (versatility in projects executed). ii) Available resources to do business in overseas	Details of projects along with certification from client to be attached with the bid (either of the bidder or the bidder's business associate/ parent concern).
7	Financial Criteria	8+8 points in each sub-Category	i) Positive net worth as per last audited balance sheet ii) Average turnover of more than Rs.10 Cr in last three years	Audited balance sheets / annual reports are to be enclosed. <i>Audited balance sheets / annual reports of business associate/MoU partner / parent concern will also be accepted.</i>
Min Qualifying Marks > 60, duly qualifying in each Essential Qualifying Criteria				

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 110

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”

The Principal intends to award, under laid down organizational procedures, contract for..... 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 Capital 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, provide 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 contract 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 Bidder(bidder), 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 principals, 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 Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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 Bidder(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 violate 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 Subcontractor 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 meetings 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 supplier eves to notice, a violation of this agreement, he will so inform the Manae-protalent of the Principal and request the Manae-protalent 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)
(Office Seal)**

**(For & On behalf of Bidder/Contractor)
(Office Seal)**

Place.....

Date.....

Witness 1:
(Name & Address)
.....
.....

Witness 2:
(Name & Address)

NON – DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed thisDay of2021.

Between

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 43/46, 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 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 :

CHECK LIST FOR PARTICIPATING FIRM

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?	
3.	Does the bidder have the requisite experience available to execute the quantum of job indicated in the EOI document?	
4.	Does the bidder have past experience in executing orders for equipments?	
5.	Does the bidder have an average annual turnover of more than 10 Cr. INR in the last three financial years (<i>Either own or business associate/MoU partner firm</i>).?	
6.	Is the firm presently having a positive net worth?	
7.	Is the firm have been served 'Tender Holiday/Risk Purchase/Blacklisted' by any Govt. or Indian State Govt. agency for any reason, whatsoever?	
8.	Is the firm submitting an approach and methodology for the services to be provided?	
9.	Is the firm already supplying equipment to GRSE?	

Sample Price Bid Format
(Not to be filled)

S.No.	Item Description	Specification	MOQ	Rate per piece Without taxes / duties	Taxes / Duties

GENERAL Terms and Conditions

1. Offer against this EOI should be submitted along with prescribed documents only.
2. Offer against 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. Respondents, if so desire, may be present in 'Offer against this EOI Opening' on production of authorization / Identity certificate. Only one person from each firm will be allowed to be present. However, no separate intimation shall be sent by GRSE in this aspect.
4. 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.
5. All the information/details required to be properly filled in offer against this EOI and no column should be left blank or should not be filled with ambiguous/ incorrect details.
6. Each page of Offer against this EOI (**including Annexure**) should be dated and signed along with seal of the firm.
7. Canvassing in any form shall render the submitted offer against this EOI liable for rejection.
8. The firm has to comply with mutually agreed non-disclosure agreement in the event of placement of order.

9. **Standard Note:** -

- I. For the purpose of this EOI 'Firm' or MoU firm means a proprietary/partnership/LLP/Rate Contract firm 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.
- 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.

For any query please contact:

Mr Manas Kumar Naskar, DGM(S&M), DKMC; Tel: 033-2469 8138/39, M-9163361820; or email at naskar.manaskumar@grse.co.in.

All query is to be sent within shortest possible time but not later than 7(Seven) days before the due date of closure of EOI.

10. Evaluation Process

- i) Response from the vendors will be shortlisted based on the evaluation/qualifying criteria given in this document.
- ii) The minimum evaluation process is to identify the capable firm for empaneling them in GRSE vendor list.
- iii) 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.
- iv) 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.
- v) The Evaluation Committee reserves the right to reject any or all proposals.

11. Cost of Response To EOI

The bidder 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 bidder 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 bidder 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 bidder'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.

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. Bidder 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 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.

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
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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**

MoU firm 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.

Commercial terms & conditions: -

1. **Scope of Supply:** Will be as per requirement of GRSE.
2. **Term of Prices:** Price is to be firm and fixed till execution of the order. No price escalation will be allowed at any stage during contract period. Quoted price to be in INR only.
3. **Terms of Delivery:** Material is to be delivered to GRSE Store Kolkata / destination places as decided by GRSE on case to case basis, on free Door Delivery basis ("Delivered at Place"-DAP Basis-Incoterm 2010). Packing, Forwarding, Freight and Insurance charge is to be borne by the supplier. Prior confirmation for delivery store location to be obtained from ordering department.
4. **Dispatch:** Before dispatch, firm is to ensure incorporation of material code provided by GRSE. While despatching, each item and boxes should be identified with Code No. provided by GRSE properly. Packing list will also indicate GRSE provided Code No(s). against each item and respective Box No. and LOT no. Item of different LOTS is mandatorily required to be packed in separate box. Material should be packed properly to prevent any damage, rusting, ingress of water, dust etc. Each consignment is to be supplied along with the following 05 copies of documents (not for Payment) as applicable:
 - (i) GST invoices
 - (ii) Delivery challan
 - (iii) Packing list
 - (iv) Copy of Pre-Despatch Inspection clearance certificate issued by relevant inspection agency
 - (v) Copy of Warranty certificate
 - (vi) Packing list
5. **Delivery schedule:** Required delivery date will be provided by GRSE on case to case basis.
6. **Inspection Authority:** Required pre-despatch inspection authority, if any will be provided by GRSE on case to case basis. Wherever there is any inspection by Third-party or Class the inspection charges will be borne by GRSE at actual or will be paid by GRSE directly to TPI agency. The inspection certificates will be made in the name of GRSE.

7. Payment Terms:

For Supply:

(a) 90% of supply value as reduced by any deductibles and / or the amount leviable towards liquidated damages, if any plus 100% taxes, duties etc as applicable will be paid through ECS/NEFT against receipt and acceptance of material at GRSE .

(b) Balance 10% payment will be made through ECS/NEFT on submission of bill supported with clear receipt inspection certificate (ICGRN) with Performance Bank Guarantee (PBG) of 10% as per GRSE format, which shall remain valid till expiry of the guarantee period or balance 10% will be made after guaranty period.

The benefits for start-up /MSE will be provided by GRSE and payment terms will be mutually agreed during finalization of MOA/MOU.

8. Type test charges: The type test charges, if any, for a particular item to a particular supplier is payable for one time. 100% of the Type test charges will be paid to the firms as per finalized price or at actual whichever is lower after completion of all required type test against submission of invoice along with Type completion certificate and proof of payment documents to the concern lab. The type test certificate will be issued in the name of GRSE.

9. Submission of Bills by supplier and payment mode :- Suppliers/vendors to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelope:

- i. Purchase Order No.
- ii. Vendor Code (As per PO)
- iii. Bill No/ Invoice No.
- iv. Name of the person/ employee to whom bill is addressed for processing
- v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.

All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT).

10. Guarantee/ Warrantee Clause:

(a) The required warranty period (not exceeding 48 months) will be provided by GRSE on case to case basis against improper design, defective materials and faulty workmanship. During guarantee/ warrantee period any equipment or component thereof supplied by the vendor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE. Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and/or as desired by the Purchaser / Owner, at no extra cost. Warranty shall be applicable in accordance with scheduled delivery of items as per tender / PO. Warrantee period will be applicable on LOT basis and date of receipt of last item of LOT shall be reckoned for warrantee period.

During warrantee period, firm has to confirm within 5 days of intimation, their action plan and arrange liquidation of Guarantee Defect within 25 days, failing which GRSE may invoke Risk Purchase and may arrange liquidation of GD/replacement of items from alternative source at risk and cost of firm. However, warrantee period will be remaining intact as per T&C of P.O. even after liquidation of GD from alternative Source.

The supplier cannot absolve their responsibility for warranty of materials even though it is inspected & approved by the inspection authorities. If the defects are not remedied within a reasonable /stipulated time, GRSE may proceed to rectify the defects at Supplier's risk & cost, but without prejudice to GRSE's rights under the contract.

11. *Liquidated Damage (L.D):*

In the event of delay in supply beyond the contractual delivery period, Liquidated Damages will be imposed @ ½% per week or part thereof, subject to a maximum of 5% of the undelivered portion of the order of the delayed part. The liquidated damage would be deducted from the invoice of supplier / vendor at the time of release of the payment. However, LD percentage may vary on case to case basis.

12. *CANCELLATION OF ORDER:*

a) The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Supplier shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Supplier at his cost.

b) In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. GRSE reserves the right to recover consequential damages from the Supplier on account of such premature termination of contract.

c) In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period or unsatisfactory progress before contractual delivery period, GRSE reserves the right to cancel the order and procure the order items / services from any available source at GRSE's option & discretion and entirely at your risk and cost. Extra expenditure incurred by GRSE in doing will be recoverable from Supplier.

13. Risk Purchase:

For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials & services from alternative source completely at the suppliers risk and cost.

14 . Option Clause:

GRSE retains the right to place order for additional quantities up to a maximum of 100% of the tendered quantity against this tender, at the same rate and Terms and Conditions. Such an option shall be available during the finalization of contracts.

15. Non- Disclosure Agreement of the contract Document:

Except with the written consent of the Buyer/Indian Navy, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third Party. Bidder has to execute the NDA signing during the EOI stage.

16. Additional Information:

GRSE shall not be bound by any conditions or provisions in the sellers bid form or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the EOI/MOA/MOU/PO terms. Wherever bidders provide additional information/requirements in their response bid/offer to this EOI, GRSE may consider the same only if these are in line with EOI requirements, discussed by bidder and recorded in relevant Minutes of Meeting.

17. Indigenization:

OEM/Suppliers while participating in bid shall clearly indicate the indigenous content in % terms in their letter head along with bid document. Bidders shall provide details on list of items being imported, proposed indigenization content, model and plan towards indigenization in their offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items from first ship set to the last.

18. Taxes & Duties:

Taxes applicable at the time of delivery. Firm to confirm that GST rate and HSN/SAC Code for the quoted items indicated in their offer.

19. Exchange Rate Variation and Custom Duty :

Is not reimbursable and not payable .

20. Goods and Service Tax(GST):

i. Firm shall follow all the provisions/requirements/timelines promulgated by the Government of India from time to time with reference to GST compliance. GST as per GST laws shall be payable extra as agreed.

ii. Firm shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

iii. The HSN code to informed by the firm and GST rate will be incorporated in P.Os.) The code must be in accordance with GST Laws. GRSE shall not be responsible for any error in HSN code for goods & /or services specified by supplier / contractor. Supplier / contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of Input Tax Credit (ITC) to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to supplier / contractor or otherwise.

iv. In case, GRSE is unable to avail ITC, supplier / contractor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to GRSE / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws of availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to GRSE, supplier / contractor shall pay any loss of amount along with interest and penalty on GRSE under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier / contractor and GRSE ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by GRSE. GRSE reserves right to recover any interest, penalty or loss from any amount due to Supplier / contractor or otherwise.

v. GRSE GSTIN is 19AAACG9371K1Z4 and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

vi. Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE (i.e 19AAACG9371K1Z4), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE, Main Unit, and a copy of the invoice should be given to the goods receiving section (GRS).

vii. Vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.

viii. Supplier will not be entitled to any increase in rate of taxes & duties occurring during the period of extended delivery completion schedule if there is delay in supplies/completions

attributed to him. However, if there is a decrease in Taxes & Duties, the same must be passed on to GRSE.

ix. Wherever all-inclusive prices are quoted by the supplier without bifurcation of tax element, no escalation can be considered in respect of any variation in statutory levies arising subsequently because of the absence of the required base figures in the purchase order.

x. Income tax applicable on cost of services rendered in India in relation to the P.O, shall be payable by supplier.

TDS on GST or any other charges will be deducted as per Govt. guidelines.

21. Earnest Money Deposit :

Vendor need to submit EMD in form of bank D.D. in favour of Garden Reach Shipbuilders & Engineers Limited payable at Kolkata. The EMD submitted by the successful bidder will be converted to SDBG, the successful bidder required to submit balance SDBG amount separately. IF the EMD is submitted in form of BG, the same is required to valid upto 06 month from bid opening date. The bidder submitted MSE registered firms having the tendered items listed in their MSE documents will be eligible for exemption from submitting EMD. Non-submission of EMD or a valid MSE certified may lead to offer rejection.

22. Security Deposit Bank Guarantee (SDBG): On case to case and being decided by GRSE

(a) Seller will submit SDBG in GRSE format 5% of total order value excluding Taxes, Duties, freight etc. payable in Indian Rupees for Indian supplier.

(b) SDBG shall be submitted within 25 days of date of transmission of P.O.

(c) SDBG shall be from Bank of International repute (Excluding Co-operative Bank) as updated by SBI from time to time.

(d) Seller should advise their banker to send BG directly to Finance Department of GRSE in Bank's sealed envelope to dispense with additional step of verification of authenticity of signatories.

(e) In case of failure to submit the Security Deposit within 25 days of transmission of the order, GRSE reserves the right to cancel the order invoking the risk purchase clause.

(f) SD will be returned without interest within 15 days after satisfactory execution of order for all line items in all respects. Hence, SD should be kept valid till completion of contract plus one month for settlement period

(g) In case delivery completion is likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery on instruction from GRSE. In case of non extension/ non renewal as requested, GRSE shall encash the BG before expiry of its validity period.

(h) In the event of failure to submit the Security Deposit within 25 days of transmission of the order, but commenced the work, interest will be levied for the delayed period of submission @ LIBOR plus 2%. Also, the same shall be applicable for delayed period of extension of validity.

(i) In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by GRSE after notification of 14 days.

(j) In case of non-extension / non-renewal as requested as per P.O terms, GRSE shall encash the BG before expiry of its validity period after notification of 14 days.

23. Performance Bank Guarantee (PBG): On case to case and being decided by GRSE

- (a) Separate PBGs for supply value for 10% of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10%.
- (b) PBGs shall be kept valid till completion of respective warranty period plus one month. In case supply of items is delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.
- (c) GRSE shall release balance 10% payment against submission of PBG(s) of 10% or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.
- (d) The Performance Bank Guarantee in favour of Garden Reach Shipbuilders & Engineers Limited shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- (e) PBG shall be submitted after completion of Delivery of Equipment.

24. Progress Report

Supplier will submit progress report/ bar chart as decided by GRSE on case-to-case basis. GRSE team will also visit on-site to monitor progress on as required basis.

25. Packing & Forwarding :

Shall be arranged by Supplier at their cost. However, Supplier to ensure that all materials are properly packed (Spares in PIP in a separate box) to withstand transit damage / pilferage during transit.

All OB Spares and B&D Spares are to be supplied in PIP Packing. OB Spares, B&D Spares and tools are to be supplied in separate boxes with clear identification and part numbers in metallic or plastic tag with identical description in the respective packing list(s). Each box shall have a separate packing list attached with the detailed description mentioned and marking done on it. Supplier's representative is required during receipt inspection of loose items, accessories, spares and tools for easy identification and detection of shortfall.

Packing List of Supplier shall compulsorily indicate the item codes provided by GRSE and respective Supplier Item codes for each of the supplied items.

26. Dispute resolution mechanism (DRM):-

(a) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

(b) In case of non-settlement by (a) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

(c) The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

(d) In case no amicable settlement is arrived by (b) above within a period of three months, then the Supplier/Contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

(e) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the Supplier/Contractor may invoke Arbitration Clause of the contract

27. Arbitration:

- a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- c) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- e) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- f) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration and Conciliation Act.
- g) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- h) The language of the proceeding shall be in English."

28. Force Majeure:

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.

Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoils, strikes (as not limited to be establishment of the seller), sabotage, explosions, quarantine restrictions beyond the control of either party.

It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of

the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of delivery under the contract or otherwise to the detriment of either party.

Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

29. Foreclosure:

If at any time after acceptance of the order and during execution of Contract, GRSE may decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the Supplier and the Supplier shall act accordingly in the matter. The Supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full, but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The Supplier shall be paid at contract rates full amount for supply executed till the date of issue of foreclosure notice.

Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with any outstanding material due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by GRSE from the contractor under the terms of the contract.

30. Rejection Replacement:

Any equipment found defective/rejected, Supplier will collect the same, all incidental charges to be borne by them, within 30 days from the date of intimation to Supplier of such rejection.

GRSE/IN reserves the right to dispose of the rejected items at the end of a total period of 40 days in any manner to the best advantage to GRSE /IN & recover storage charges and any consequence damage from sale proceeds of such disposal.

31. Individuality of Contract:

Each order shall be treated as an individual contract under umbrella of collaboration agreement /MOA/MOU, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that supplier may have entered into with GRSE.

32. Governing Jurisdiction:

All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

33. Indemnity:

Bidder shall hold harmless and keep GRSE indemnified against all claims arising as a result of infringement of any patent rights on account of manufacture sale or use of articles covered by this order.

34. Purchasers property:

All property (such as materials, drawings, documents etc. issued by GRSE or any other individual or firm on behalf of GRSE in connection with the contract shall remain confidential, being the property of GRSE and you shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse GRSE the full amount of loss and damage. On completion of work in compartment of Ship you must ensure that the place is left in a reasonably clean state and all scrap is transferred to nearby scrap-bins.

35. Immunity of Government of India:

It is expressly understood and agreed by and between bidder and GRSE that GRSE is entering into this contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that Govt. of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that GRSE is an independent legal entity with power and authority to enter into contracts solely in its own behalf under applicable Laws of India and general principles of Contract Law. You expressly agree, acknowledge and understand that GRSE is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, Omissions and Commissions, breaches or other wrongs arising out of the contract. Accordingly, you hereby expressly waive, release and forego any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue the Govt. of India as to any manner, claim, and cause of action or thing whatsoever arising of or under this agreement.

36. Undue Influence:

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other Contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offence by the seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

37. Firm confirm whether they have registered with SSI / NSIC / MSME / GRSE / NONE. If yes, request indicate category along with supporting certificate.

38. *STACS: All other terms and conditions will be applicable are as per GRSE's latest STACS.*

