



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

**Garden Reach Shipbuilders & Engineers Ltd.**

(A Government of India Undertaking)

( भारत सरकार का प्रतिष्ठान )

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)  
FOR  
“Establishing an Alliance with Suitable Technology Partner(s) for  
Development of Deck Machinery Equipment”**

**SECTION A**

<b>1. Ref. No.</b>	<b>: SCC/SM/TU/DESIGN/24-25/EOI-018</b>
<b>2. Date of Issue of EOI</b>	<b>: 31.05.2024.</b>
<b>3. Date of interactive session</b>	<b>: 1400 hrs on 10.06.2024</b>
<b>4. Last date for Submission of EOI</b>	<b>: 1200 hrs on 22.06.2024</b>
<b>5. Contact Person</b>	<b>: Mr Manas Kumar Naskar, DGM(S&amp;M), DKMC e-mail: naskar.manaskumar@grse.co.in Tel: 033-2469 8138/39, M-9163361820 Address: (Deck Machinery-Taratata Unit, P 2/2 Taratata Road, Kolkata- 700088)</b>
<b>6. Validity of Offer</b>	<b>: 180 days from bid opening against the EOI</b>
EOI/Bid formats are to be downloaded from our e-portal <a href="https://www.eprocuregrse.co.in">https://www.eprocuregrse.co.in</a> and Offers / response are to be uploaded using Digital Signature Certificate (DSC). The EOI can also be view of from <a href="http://www.grse.in">www.grse.in</a> . 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 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. GRSE since 1960 has built over 100 ships for various roles, starting from state-of-the-art Frigates and Corvettes to Fast Patrol Boats. GRSE has played a very important role in the defence preparedness of the country and has always risen to the occasion in the national mission of design and construction of war ship indigenously.
2. The yard has a dedicated deck machinery division which is a well know supplier of various deck machinery of Naval & Coast Guard ships in India. It has an established and diverse product range of davits, winches, helo traversing system, telescopic helicopter hangar, capstans etc.
3. There exists a requirement of undertaking design for the following envisaged equipment for future projects :-
  - (a) Electrohydraulic/Electric Capstan and Winches etc (upto SWL 30T)
  - (b) Electrohydraulic/Electric cranes, Electrohydraulic/Electric davits, Knuckle Cranes, Telescopic Cranes etc. (upto SWL 15T)
  - (c) RLHTS components, Ground Support Equipment (any type of helicopter/s with design inputs from GRSE).
  - (d) Any other deck equipment of various specifications and capacities meeting state of art designs and technologies available in the markets.
4. GRSE intends to leverage the cutting-edge technology available to deliver technologically robust products to the Indian Defence sector. There is an endeavor to ensure that the equipment is delivered in the contractual time lines. In addition to the above, as per the stated national objective, the products would be "Make In India". In this regard, GRSE would like to shortlist design houses of repute, meeting the pre-qualification criteria through this EOI, for issue of the tender documents inviting bids for selecting suitable design collaborator(s) with GRSE.

5. **Stages of Collaboration.** The response to EOI will be evaluated in keeping to the content as brought out in para 7 below. The shortlisted firm(s) in each category and GRSE would have in-depth technical discussions. The discussions would be based on the BOM for each of the sub assembly drawings, raw material inputs, consumables, installation services, documentation charges and so on and so forth as would be listed. The vendor shall have to sign Integrity Pact, NDA, Non-Compete Agreement with GRSE on the subject equipment for a period of 10 years as per extant rules of the Company as is applicable for entering into MoU with GRSE. Therefore, turnkey collaboration with GRSE means entering into a Memorandum of Understanding (MoU) which will be valid for a period of five years with a provision to extend as per mutually agreed terms and condition. The stages of design activities are as per the following:-

(a) **Design Activities (Prior to manufacturing of hardware):-**

- (i) Submitting a Product Design complete with GA Drawings, Bill of Material (BOM) as per tender specification and GRSE standards.
- (ii) Submission of sub assembly drawings and Technical Offer for bid formulation.
- (iii) Providing known sources of special materials selected, if any.
- (iv) Attending Technical Meetings along-side GRSE as design partner.
- (v) Clearance of drawings with Class/TPI. Submission of basic design drawings/documents as required by classification society, any regulatory authorities, including coordination and communication for comments closure and approvals
- (vi) Aiding in generation of PIL/CPL/MRLS.

(b) **Design Activities (Towards Manufacturing):-**

- (i) Providing complete and detailed manufacturing drawings.
- (ii) Providing Drawings for Fabrication and Manufacture of test Jigs.
- (iii) Formulation of Quality Acceptance plan.
- (iv) Undertaking FE analysis, Acoustic Noise and Vibration analysis, Failure analysis, 3D modelling etc as per SOTR.
- (v) Providing technical assistance during production assembly, factory trials, on-board installation, on-board test and trials.

- (vi) Aiding in TNCs Review/Finalisation of equipment Binding Drawings and Documents.
- (vii) Extraction of production level drawings from 3D AVEVA Marine model/or equivalent software of the vessel, complete with all outfit, piping, machinery, electrical/ electronic and scientific systems along with associated fittings.
- (viii) Extraction and subsequent conversions/ modifications of the production drawings will be undertaken in standard 3D/ 2D drafting software.
- (ix) Preparation of revision drawings and issue of production information, if any, and consequent updating of 2D/3D AutoCAD detail drawings.
- (x) Preparation of onboard trial documentations for systems (HATs/SATs).
- (xi) Preparation of as-fitted drawings/documents, Manuals (operating/ maintenance etc).

6. **Generic Specifications.** This EOI relates to the design and generation of drawings of following Hull equipment (not limited to): -

- (a) Electrohydraulic/Electric Capstan and Winches etc (upto SWL 30T)
- (b) Electrohydraulic/Electric cranes, Electrohydraulic/Electric davits, Knuckle Cranes, Telescopic Cranes etc. (upto SWL 15T)
- (c) RLHTS components, Ground Support Equipment (any type of helicopter/s).
- (d) Any other deck equipment of various specifications and capacities meeting state of art designs and technologies available in the markets.

7. **Pre-Qualification Matrix**. The pre-qualification matrix for the purpose of evaluating collaborators is placed at **Annexure-2**. The prospective collaborator shall submit relevant documents to substantiate the requirements as per afore-mentioned matrix. The same shall inter-alia also include, if not already indicated in the matrix as per the following major factors:-

- (a) Collaborators Company profile and Experience in undertaking design consultation of deck machinery/material handling equipment.
- (b) The number of qualified design engineers/draughtsmen in the Company.
- (c) Documents to prove Design capabilities as reflected in the annual financial report of the Company.
- (d) Geographical Proximity to GRSE.
- (e) Company's Registration Certificate.
- (f) Number of Licensed Design Software.
- (g) Audited Balance Sheet of the Company for the past 3 years.
- (h) The bidders shall have the requisite capacity available in their company to execute the quantum of job indicated in this EOI document within the timelines.

8. **Quality**. GRSE reserves the right to inspect and ensure that the collaborator supplied design conforms to the specifications and are able to deliver a robust product capable of meeting the committed performance as per the order binding SOTR of Customer. The presence or absence of GRSE representative does not absolve the collaborator of their responsibility for quality control.

9. **Ownership of Design Output**. The interested firms shall interact and engage towards delivering of all necessary drawings – Assembly, Sub assembly, Manufacturing Drawings, BOM clearly identifying all necessary parts. GRSE will be the natural custodian and owner of the design output /drawings generated by the firm on whom purchase order is placed by GRSE. All documents will be created in templet of GRSE.

10. **Location of work.**

(a) **Basic Design:** Design firm has to carry out the entire basic design job at its own premises using their own resources. Monthly meetings are to be arranged by design firm over VC to describe progress of the basic design & progress of the drawings. Further physical meetings at GRSE shall be arranged on by monthly basis. Project manager along with relevant Design reps (Hull, Engg & Electrical) are to be present during the progress and/or finalise drawing related observations/Way ahead. Minimum 04 physical meetings to be catered during basic design phase. Firm may facilitate access to their database to review through remote means in such reviews being held at GRSE. Modalities of the same may be elaborated in the offer.

(b) **Detail/Production Design:** Detail/Production design including as fitted drawings is to be carried out either at firm's premises or at GRSE premises to be mutually decided based on requirement. The total scope of detail design shall be subdivided in terms of anticipated production drawings, post 3D modelling. List of documents & drawings that needs to be prepared at this stage shall be discussed & finalised with prior to commencement of detail design phase. Thereafter, these drawings and documents shall be given on progressive manner as per priority set by shipyard considering production schedule and availability of system binding data from OEMs. Schedule of submission of drawings shall be finalized before placement of P.O and Design firm is to accommodate/augment manpower to meet peak loads, especially when binding data of majority of the systems is available. Modalities of the same to be indicated in offer.

(c) **Support during construction phase:** Suitable project management representative has to be placed in GRSE with access to the drawings/model for handling production related queries and clarifications on site.

(d) **Office space:** GRSE shall provide adequate office space along with the necessary furniture for positioning the team for joint production design for execution of the Job.

11. **Integrity Pact.** Collaborators would be required to enter into an Integrity Pact for short listing.
12. **Confidentiality/Non-Disclosure Agreement (NDA).** Confidentiality agreement is to signed post placement of order whereas NDA is to be signed before the technical specifications are issued.
13. **Legal Issues.** Bidders who are black-listed by any GOI agency shall be liable for rejection and shall be ineligible for participation in the EOI.
14. **Rejection Criteria.** Bidders not meeting the pre-qualification criteria at para-7 and not submitting documents as mentioned above shall not be considered further. EOIs submitted after due date and time are liable for rejection.
15. A team from GRSE shall visit the premises of the Collaborator and interact/seek information to assess capacity and capability of the firm, if considered necessary (post examination of the response to the EOI by the particular firm under reference).
16. **Parallel Agreements.** It is brought out that GRSE reserves the right to enter into parallel agreements for the subject equipment listed in para 3 in parallel. Further, GRSE reserves the right to:-
  - (a) Accept or reject EOIs submitted by the bidders.
  - (b) Cancel the process at any time without any liability and assigning any reason thereof.
17. The EOI shall be finalised which shall *interalia* cover the following:-
  - (a) Clearly state category of equipment as per para 3.
  - (b) The firm's willingness to participate and offer their services for collaboration.
  - (c) A broad approach and methodology for the services to be provided.
  - (d) Supporting documents as per para-7 above.
  - (e) Any other information considered relevant.

**18. DISCLAIMER:**

(a) 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 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.

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

**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-Taratala Unit  
P2/2 Taratala Road.  
Kolkata 700088

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

a. We hereby confirm and declare that we, M/s -----  
---, have not been served Tender Holiday/Risk Purchase/blacklisted / De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during last 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 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: -

<b>Technical Evaluation Criteria</b>					
<b>SI No</b>	<b>Requirement</b>	<b>Acceptable Criteria</b>	<b>Clarifying Remarks</b>	<b>Essential Qualifying Requirement</b>	<b>Marks of Each Criteria</b>
1	Experience in Design Consultation Services	>03 years	Self-certification with copies of annual report, past experience, reference etc	Yes	10
2	ISO 9001 or equivalent Certified Organization		Class Approved/ certified Production facility, ISO Certification.	No	10
3	Financial Criteria	(a) Positive net worth as per last audited balance sheet (b) Average turnover of more than Rs.1.0 cr in last three years	Self-certification with copies of annual report to be submitted	Yes	10+10
4	Number of Design Engineers, Draughtsmen	More than 25	Self-certification with copies of annual report to be submitted	Yes	10
5	Executed Design Consultancy in material handling winch Work/Cranes/marine equipment in recent Govt/PSU projects in India	3 Numbers	Self-certification with copies of annual report to be submitted	Yes	15

6	Geographical Proximity of Local Office to Kolkata		Design Office Location to be mentioned	No	10
7	Number of Licensed CAD/Design Software in Modelling & FE Analysis	> 3		Yes	15
8	Experience in In-house FEA of Structures/Cranes	> 03 years	Self-certification with copies of annual report to be submitted	Yes	10
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 Contractor(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)  
Bidder/Contractor)**  
**(Office Seal)**

\_\_\_\_\_  
**(For & On behalf of)**  
**(Office Seal)**

Place.....

Date.....

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

Witness 2:  
(Name & Address) .....

**NON – DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement executed this .....Day of .....2021.

**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                      FOR M/s \_\_\_\_\_,**  
**& ENGINEERS LTD**

Signature :

Signature :

Name :

Name :

Address :

Address :

**WITNESS 1**

**WITNESS 2**

Signature :

Signature :

Name :

Name :

Address :

Address :

**GENERAL Terms and Conditions (Applicable in tendering or ordering stage upon shortlisting)**

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.
  - 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(TU) 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 and to be complete in all respects. Incomplete/ late Responses are liable to be rejected.

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

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

S. No.	Page No of EOI	Clause of the EOI	Clarification required
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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. **PRICE:** Price shall be firm & fixed till full execution of order and F.O.R. GRSE (TU) at Kolkata basis.
3. Documents to be submitted by the vendor at various stages of execution / manufacturing:
  - a) 2 full set of drawing complied in CD (In AutoCAD 2006 & PDF format).
  - b) 2 x Set of complete hard copy Drawing in readable scale.
  - c) Work Completion certificated signed/approved by Design Dept. - TU.
4. **Payment Terms:** 70% of Base Price with full taxes & duties within 30 days through ECS, after submission of bill with Complete Final Drawings after incorporation of all comments from Customer along with PBG and 20% payment will be made after completion of Harbor Acceptance trails of Equipment (HAT's). Balance 10% Payment will be made after completion of Sea Acceptance Trails of Equipment (SAT's).
5. **Guarantee/Warrantee Terms:** The equipment/materials manufactured as per drawings supplied by your firm are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 36 months from the date of final dispatch, whichever expires earlier, against improper design. During guarantee/warrantee period any equipment or component there of supplied by the GRSE-TU, suffers due to improper design and or due to defective drawing 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.
6. **Liquidated damage:** L.D. for delayed delivery will be imposed @ ½ % per week or part thereof for undelivered materials subject to maximum of 5% of undelivered portion of order.
7. **Risk purchase:** In case the progress of work is not found satisfactory and the contractor fails to maintain the delivery schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of contractor.
8. **Taxes & Duties:** GST @ 18%
9. **Inspection Authority:** Against Work Completion Certificate issued by Design (TU).

10. Individuality of contract: This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

11. Secrecy of information: All drawings/documents are confidential in nature. The contractor should not copy any part of the drawing and return the drawings on completion of job/along with the offer.

12. Force majeure: / Arbitration: GRSE's standard arbitration & Force Majeure Clauses are to be accepted by you. Jurisdiction, Litigation, if any pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

13. Patent Right: GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quite possession of goods/drawings/documentation should take place with the passing of title on execution of the order.

14. Performance Guarantee: Contract Performance Bank Guarantee of 5% & Performance Bank Guarantee of 5% of PO value are applicable. Vendor has to submit SD in form of BG within 15 days of receipt of P.O; otherwise interest will be levied as per prevalent rate. On completion of the order, you will have to submit the Equipment Performance Bank Guarantee from a reputed nationalized bank, for 5% of total order value valid for addition 4 weeks beyond the agreed of Guarantee period. Materials/Equipment/Spares to be supplied are guaranteed for free replacement/repairs, against defective design, material workmanship for a period of 36 months from the date of receipt of consignment at GRSE (TU) Store. GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of items stipulated in the order.

15. Right of Invocation of Bank Guarantee: GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure/delay in supply breakage any sorts of operational complication of ordered materials/breach of any terms of this contract.

16. Cancellation of Order: GRSE reserves the right to cancel any order if placed in part/full without assigning any reason and with no financial implication.

17. Arbitration: In case of any dispute or difference arising out of the contract, the decision of the Chairman and Managing Director GRSE is final against which no appeal would be entertained; Section 28 of the contract act shall not apply in this contract.

18. Compliance with Laws: Vendor is warranted that all goods purchased against the enquiry shall conform with all applicable. City, States and Central Laws, Ordinances and Regulations. Further vendor shall indemnify defend/relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof. The company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

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

