



# Garden Reach Shipbuilders & Engineers Ltd.

(A Government of India Undertaking — Ministry of Defence)

61, Garden Reach Road, Kolkata – 700024, West Bengal, India Web site:

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

CIN No. L35111WB1934GOI007891

## NOTICE INVITING EXPRESSION OF INTEREST (EOI)

FOR

COLLABORATION WITH GRSE FOR SUPPLY OF TRAILING SUCTION HOPPER  
DREDGER UPTO 1000M<sup>3</sup> CAPACITY FOR THE POTENTIAL CUSTOMER.

### SECTION A

1. Ref. No. : CP&CC/BD&M/EOI/23-24/TSHD/01
2. Date of publication of EOI : 10<sup>th</sup> November 2023
3. Interactive session at GRSE : NOT APPLICABLE
4. Last date for EOI Submission : 30<sup>th</sup> November 2023 by 05.00 P.M (IST)
5. Validity of EOI : 180 days from last date of submission

### SECTION B

#### Introduction

6. Garden Reach Shipbuilders & Engineers Ltd (GRSE) located at Kolkata, India is an ISO 9001:2015 certified premier Warship building Company under the administrative control of Ministry of Defence since 1960. GRSE has achieved the unique distinction of delivering the 108 warships, a feat not achieved by any other shipyard in the country.
7. Requirements
8. GRSE seeks to engage Companies / Firms as its collaborator for Building SUPPLY OF TRAILING SUCTION HOPPER DREDGER UPTO 1000M<sup>3</sup> capacity for the potential customer in its Yard (chosen place by GRSE). Interested firms with the following prequalification criterion may directly approach GRSE to become a collaborator to help GRSE for building this by GRSE :-
9. Shipyard having at least 20 (twenty) years' experience in manufacturing Trailing Suction Hopper Dredger. It shall also have experiences in manufacturing of at least 03 (three) nos. Trailing Suction Hopper Dredger within last 15 (Fifteen) years. It must submit proven

satisfactory smooth-running performance certificate of last 05 (five) years. It must have capacity to provide support services to the end customer.

10. GRSE would like to evaluate and shortlist firms of repute within India for above stated scope, meeting the pre-qualification criteria through this EOI. EOI along with the filled in format and requisite copies of certificates / supporting documents may be forwarded by courier to : -  
Chief General Manager  
Corporate Planning & Corporate Communication Department,  
61 Park Unit - GRSE Ltd, 61 Garden Reach Road, Kolkata  
West Bengal- 700024, India

[Note: Envelope is to be super scribed with “RESPONSE TO EXPRESSION OF INTEREST (EOI) FOR COLLABORATION WITH GRSE FOR SUPPLY OF TRAILING SUCTION HOPPER DREDGER UPTO 1000M<sup>3</sup> CAPACITY FOR THE POTENTIAL CUSTOMER.”]

11. The EOI shall also be forwarded by email to Saha.Arnab@grse.co.in within stipulated period for evaluation (soft (CD/DVD//flash drive) may also be submitted). Queries on this EOI may also be forwarded to the same e-mail only, any correspondence only on website. A format for submission of EOI and a ‘Letter of Undertaking’ to be submitted along with EOI are placed in the following pages.
12. Shortlisting of firms shall be undertaken by GRSE at its total discretion based on the response to this request for EOI. Shortlisted firms will be intimated on further course of action.

#### Other Salient Aspects

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

13. This invitation for submission of EOI is issued by GRSE on a “NO COST, NO COMMITMENT BASIS”

14. GRSE reserves the right to directly appoint more FIRM(s), at all times.

15. In case of unsatisfactory performance of The firm hereto, GRSE reserves the right to terminate the contract by 01 months’ notice subject to survival of residual rights & obligations as mandated in the Agreement and the status quo of the Agreement will be maintained till the Termination. The FIRM will honor all outstanding commitments including proper representation and protection of GRSE’s interests and honoring all compensation that may

have accrued to the FIRM in view of services already rendered and payments received by GRSE.

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

### SECTION C

#### Brief Profile and Scope of Work

18. The firm/agency submitting EOI must confirm compliance to the following profile: -
  - (a) The firm should be a registered established Company having sufficient experience of working for supply of equivalent products to EOI products and services. Firm is to comply clause 09 of the EOI
  - (b) The firm must be financially solvent and not have any criminal proceedings against them. The firm should have adequate exposure (as the main agency) of business policies, procedures and laws prevailing in India with having adequate office infrastructure with all communication facilities (phone, Mobile, Fax, and good internet Connection Facility).
  - (c) The firm should be agreeable to enter into a Non-Disclosure Agreement (NDA) with GRSE and to take all reasonable precautions to protect such proprietary and confidential information of GRSE.
  - (d) The firm should be responsible for assisting GRSE FOR building the stated Product by all means including basic design , concept design detailed design and production support (if applicable)
  - (f) The firm should agree to indemnify the GRSE from any loss suffered and also to hold the GRSE harmless from any losses suffered by the GRSE for the actions and conduct of the firm and/or its sales-agents/employees etc. in connection with but not limited to this EOI.
  - (g) The firm should ensure that, the information contained in the specifications, technical documents, drawings, etc. whether marked as CONFIDENTIAL or not should not be divulged to any other party and shall continue to apply even after termination or expiry of the contract save and except as it is provided.

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

(b) Any disputes arising between the Parties hereto out of or in connection with the final agreement shall be amicably settled between the Parties. Where the Parties hereto fail to settle the disputes amicably, within ninety (90) days of the written notice of its existence given by either Party to the other, then such dispute shall be settled through arbitration by a Sole Arbitrator in accordance with the rules of Indian Council of Arbitration (ICA), New Delhi, and the award made in pursuance thereof shall be final and binding on the Parties.

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

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

19. Disclaimer: -

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

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

(c) GRSE reserves the right to:-

- i. Modify the terms and conditions of the EOI and subsequent processes and also reject any EOI without any obligation, or any compensation or reimbursement to the respondents at any stage.

- ii. Require clarification / additional information on EOI, May Hold Interactive sessions at GRSE with the prospective Firm(s).
- iii. GRSE may in its sole and absolute discretion, independently verify any information in any submission made by the firms.

Letter of Expression of Interest /Letter of Undertaking (on company letter head)

Firm's Reference No:

Dated: [Date]

To,  
GRSE Ltd  
Kolkata India

Sub: Expression of Interest for representing GRSE as their Marketing Representatives

Dear Sir,

1. With reference to your notice inviting submission of Expression of Interest dated [date of advertisement] published in [name of publication/website] ("Notice for EOI"), [I / We (on behalf of the company/firm [names of party] hereby submit this Expression of Interest, with the requested information in attached, [and, in addition, we have provided further information in Appendix \_\_\_ which we believe would be relevant for this "EoI".
2. I/We submit this application under and in accordance with the terms of the Notice for EOI. We have been duly authorised by our Company/firm to correspond with and receive communication from GRSE Ltd in this regard.
3. I/We on behalf of the Company/Firm acknowledge that the GRSE Ltd will be relying on the documents and information provided in this EoI and confirm that the documents and information provided with this EoI are true and accurate. We shall make available to the GRSE Ltd any additional information it may consider necessary or require to supplement this EOI.
4. I/We acknowledge that the GRSE Ltd may cancel the process at any time without assigning any reason and that the GRSE Ltd is not obliged to invite any applicant to bid for the envisage role.
5. I/We declare that our Company/Firm, directly or through any of the respective group companies, have not submitted an expression of interest in response to the subject Notice for EoI, nor are we a member of any other consortium that has submitted an expression of interest in response to the Notice for EOI.
6. I/We hereby irrevocably waive, to the extent permitted by applicable law, any right or remedy which we may have at any stage at law or howsoever otherwise arising, to challenge or question any decision taken by the GRSE Ltd in connection with the shortlisting/bidding process, initiated through this EoI.

7. I/We agree with the terms stated in the Notice for EoI and shall participate in the bidding process if shortlisted.

Yours faithfully,

[Signature, Name and Designation of the Authorized\* Signatory]

Format for Submission of EOI

The EOI submitted shall indicate/comprise the following:-

Ser	Detail Required	Particulars
1.	Name of the Company/Firm	
2.	Type of Firm	
3.	Registered Address	Include Tel, Fax, e-mail, website
4.	Details of Point of Contact	Name, e-mail, phone of Contact person and Head of Dept/Organisation is to be provided.
5.	Year of Establishment	
6.	Registration in the mentioned country(ies)	Provide requisite registration details with documentary evidence attached
7.	Introductory Letter	Submit a letter
8.	Company profile	Provide details A declaration of not having barred for doing business by any government or local agency is to be included.
9.	Prior related Experience	Provide all details. Attach supporting documents as required. Client references may be attached.
10.	Name of the Country(ies), interested to represent GRSE as FIRM	
11.	Name of the product(s) / services within GRSE's range, in which interested	Note: Preferably the complete range of products.
12.	Office infrastructure facilities available	

13.	No. of Employees on payroll	
14.	Annual Turnover for the last three financial year	Supporting documents related to the financial solvency are to be attached
15.	Declaration as per notice for EoI	Attach the same duly signed by Authorised signatory
16.	Acceptance to Terms & Conditions of EoI	YES/NO* (*indicate deviations applicable)
17.	Any other information considered relevant	

NON – DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed this .....Day of .....2023.

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 COLLABORATION WITH GRSE FOR SUPPLY OF TRAILING SUCTION HOPPER DREDGER UPTO 1000M<sup>3</sup> CAPACITY FOR THE POTENTIAL CUSTOMER 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 reorganization, 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 :
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WITNESS 1	WITNESS 2
Signature :	Signature :
Name :	Name :
Address :	Address :

-----End OF Document -----