



Garden Reach Shipbuilders & Engineers Ltd.

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

Web site: www.grse.in

CIN No. L35111WB1934GOI007891

GLOBAL NOTICE INVITING EXPRESSION OF INTEREST (EOI)

FOR

**REPRESENTING GRSE FOR MARKETING ITS PRODUCTS (ICE BREAKER/
WARSHIPS/PATROL VESSELS/MARINE CRAFTS/BOATS/OFFSHORE PATROL VESSEL
(OPV)/ATHS/ FRIGATE AND/OR PORTABLE (BAILEY TYPE)BRIDGES) & RELATED
SERVICES IN VARIOUS COUNTRIES.**

SECTION A

1. Ref. No. : **CE&CP/BD&M/AS/23-24/MR**
2. Date of Issue of EOI : 18 Jan 2023
3. Interactive session at GRSE : NOT APPLICABLE
4. Last date for EOI Submission : 17th Feb 2023
5. Validity of EOI : 180 days from last date of submission

SECTION B

Introduction

6. Garden Reach Shipbuilders & Engineers Ltd (GRSE) located in 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 **107th warship to Indian Navy, a feat** not achieved by any other shipyard in the country. GRSE is also the largest Indian manufacturer of **Portable Steel Bridges (Bailey type)** catering to the domestic and international markets. The Shipyard has set its vision to be a leader in warship building with increased thrust on export to various countries including Guyana, Seychelles, Mauritius, Bangladesh etc.

Requirements

7. GRSE seeks to engage Companies / Firms as its **Marketing Representative (MR)** for marketing of its products and related services as mentioned above in defence & civilian sectors for specific regions majorly in Vietnam, Thailand ,Singapore, Myanmar ,Malaysia Indonesia, Cambodia, Brunei, East Timor ,Papua New Guinea and Greece. Interested firms may visit our website at www.grse.in/tenders wherein the following are available:

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

8. GRSE would like to evaluate and shortlist firms of repute worldwide for representing GRSE as MR(s) for GRSE Products and related services in specific country(ies), meeting the pre-qualification criteria through this EOI, for issue of subsequent Tender Documents inviting bids for appointing Marketing Representative(s).

Firms Expression of Interest (EOI) along with the filled in format and requisite copies of certificates / supporting documents mentioned in the succeeding Paragraph herein ,required to be forwarded **by courier to:-**

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

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

9. The response to this EOI may be forwarded by email to Saha.Arnab@grse.co.in / within due date (i.e 17th Feb 2023) indicated above along with all requisite documents for evaluation (soft copy) . Queries on this EOI may also be forwarded to the same e-mail. A format for submission of EOI and a ‘Letter of Undertaking’ to be submitted along with EOI are placed at **Annexure A and Annexure B** (Non-disclosure agreement) respectively.

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

Other Salient Aspects

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

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

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

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

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

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

NOTE :-

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.
- iv. Firm is to Protect the business interest of GRSE in the identified territory/ country in every respect.

SECTION C

Brief Profile and Scope of Work

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

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

Audited Balance Sheet of the Company for the preceding 03 Financial Years is

required to be submitted.

- (b) The firm should have adequate exposure (as the main agency) of business policies, procedures and laws prevailing in the country(ies) of business with having adequate office infrastructure with all communication facilities (phone, Mobile, Fax, and good internet Connection Facility).
- (c) The firm should be agreeable to enter into a **Non-Disclosure Agreement (NDA)** with **GRSE** and to take all reasonable precautions to protect such proprietary and confidential information of GRSE.
- (d) The appointment of Marketing Representative shall be on non-exclusive basis limited to the products and/ or to the territory(ies) decided by mutual agreement between GRSE and shortlisted firm. However, GRSE would be the Exclusive Principal for the selected Marketing Representative(s) w.r.t the mutually agreed products and/ or to the territory(ies) between GRSE and the Selected Marketing Representatives.
- (e) The firm should be responsible for assisting GRSE / the Customer depending on specific project requirements, for customs and port clearance, local transportation, labor contracts, clearance and payment of bills and resolution of disputes, intimation of adverse / positive feedbacks in time, with respect to problems in supplies, etc.
- (f) The firm should be responsible for interacting with the customer and liaison with GRSE for any major problems within the warranty period or after-sales service period in respect of the PRINCIPAL's products so sold in the Territory even after the termination of this Agency Agreement.
- (g) The firm should be, at its own expense, and in a manner consistent with the sales policies of GRSE: (a) attend a reasonable number of trade shows as GRSE requested; (b) provide adequate contact with existing and potential customers within the Territory on a regular basis; and (c) assist GRSE in assessing customer requirements for the Products.
- (h) The firm should not make any false or misleading representations to customers or others regarding GRSE or the Products. The firm should not make any representations, warranties or guarantees with respect to the specifications, features or capabilities of the Products that are not consistent with GRSE's documentation accompanying the products or GRSE's literature describing the Products. Such documentation of the Agent is required to be approved by the Principal before publication.
- (i) The firm should agree to indemnify the GRSE from any loss suffered and also to hold the GRSE harmless from any losses suffered by the GRSE for the actions and conduct of the firm and/or its sales-agents/employees etc. in connection with but not limited to this EOI.
- (j) The firm should provide itself with, and be solely responsible for obtaining all permits, licenses and other forms of clearance from governmental or regulatory

agencies within the TERRITORY, if any, as it deems necessary for the conduct of its business operations in accordance with this EOI.

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

(l) Following documentation are required to be submitted :-

- copy of the Certificate of Registration of the organization with the appropriate authority.
- Memorandum of Articles of association (in case of Limited company)
- Attested copies of partnership Deed (in case of partnership firm)
- Trade License issued by Ministry of commerce/ trade / industry or such other Competent Authority. (If available)
- Latest income tax clearance certificate (original or attested copy)
- Office address proof
- Original power of Attorney for the person to sign the agency agreement
- Profile of Senior Exclusives (list of Partner, in case of partnership) (If applicable)
- Products handed/ nature of business, details of past experience in handing defence equipment for Government, etc.
- List of customer reference./ Customer information
- Financial information about the Agency.
- Confirmation on letter Head from the Agency/firm that they shall adhere to the laws of both the country (The concerned country mentioned above and India) of prospective business besides the laws of the country governing the agency agreement.
- They have not been blacklisted/ banned by any other Company/ country
- There is no conflict of interest with the business of GRSE.

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

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

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

(c) Keep a close watch on developments, Enquiries, Tender Notices and Request for Interests / Request for Prospects, obtain necessary information / documents to enable GRSE to make their offer for design, construction & supply of ships and other products & services. Also provide necessary support for translation of documents and communication links (**interpreter**) as per requirement. Advise GRSE on the competitiveness of prices, acceptability of delivery schedules, and procedures involved in submitting / negotiating tender formalities.

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

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

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

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

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

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

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

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

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

19. **Disclaimer:** -

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

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

(c) GRSE reserves the right to:-

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

20. GRSE is under no obligation to pay any response from bidder for submission nature, including for the preparation or submission of any response from bidder for submission of technical commercial proposals documents. Etc.

21. No separate intimation shall be sent to any / all of the participants for the opening of the response(s) against this EOI.

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 Business development and marketing of GRSE products 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 :

Letter of Expression of Interest (on company letter head)

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 Eol

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 Eol and confirm that the documents and information provided with this Eol 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 Eol, 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 Eol.

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

Yours faithfully,

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

* Authorisation letter to be attached.

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	<i>Include Tel, Fax, e-mail, website</i>
4.	Details of Point of Contact	<i>Name, e-mail, phone of Contact person and Head of Dept/Organisation is to be provided.</i>
5.	Year of Establishment	
6.	Registration in the mentioned country(ies)	<i>Provide requisite registration details with documentary evidence attached</i>
7.	Introductory Letter	<i>Submit a letter</i>
8.	Company profile	Provide details <i>A declaration of not having barred for doing business by any government or local agency is to be included.</i>
9.	Prior related Experience	Provide all details. <i>Attach supporting documents as required. Client references may be attached.</i>
10.	Name of the Country(ies), interested to represent GRSE as MR	
11.	Name of the product(s) / services within GRSE's range, in which interested	<i>Note: Preferably the complete range of products.</i>
12.	Office infrastructure facilities available	
13.	No. of Employees on payroll	
14.	Annual Turnover for the last three financial year	<i>Supporting documents related to the financial solvency are to be attached</i>
15.	Declaration as per notice for Eoi	<i>Attach the same duly signed by Authorised signatory</i>
16.	Acceptance to Terms & Conditions of Eoi	YES/NO* (*indicate deviations applicable)
17.	Any other information considered relevant	