

फैक्स Fax : (0832) 2516396

ईमेल Email : contactus@goashipyard.com

वेबसाइट Website : www.goashipyard.com

सीआयएन सं. : यू63032जीए1967जीओआय000077

CIN No. : U63032GA1967GOI000077

सभी उत्तर अध्यक्ष एवं प्रबंध निदेशक को संबोधित करें

All replies to be addressed to the

Chairman & Managing Director

CRISIL CREDIT RATING
Long - Term "AAA"
Short - Term "A1+"



टेलीफोन Tel :

(0832) 2512152(5 lines)

(0832) 2513954

(0832) 2512359 (24 hrs)

पंजीकृत कार्यालय और यार्ड

Registered Office & Yard

वास्को-द-गामा,

गोवा - 403802

Vasco da Gama,

Goa 403802

गोवा शिपयार्ड लिमिटेड

GOA SHIPYARD LIMITED

जहाज निर्माणकर्ता, जहाज मरम्मतकर्ता और इंजीनियर्स
SHIPBUILDERS, SHIPREPAIRERS AND ENGINEERS

भारत सरकार का उपक्रम

(A GOVERNMENT OF INDIA UNDERTAKING)

रक्षा मंत्रालय

MINISTRY OF DEFENCE

(रक्षा उत्पादन विभाग)

(Dept. of Defence Production)

आयएसओ 9001:2015 कंपनी प्रमाणित

An ISO 9001:2015 Certified Company



संदर्भ क्र.

Ref. No.

दिनांक :

Date: 10 Oct 23

EXPRESSION OF INTEREST

Department	Ship Repair
E-mail ID	pranavsri@goashipyard.com
Phone no.	0832-2515860
Fax	0832-2516396
EOI no.	SR/EOI/01/2023
EOI date	10 Oct 23
EOI closing date & time	10 Nov 23 1500 Hrs
EOI opening date & time	10 Nov 23 1530 Hrs
	Kindly forward EOI sealed document / through mail addressed to General Manager (SR), Goa Shipyard Limited, Vasco Da Gama, Goa -403802, India super scribing EOI number, date & due date and deposit in tender box (SR & GES)/mail kept at security dept. on or before 10-11-2023at 1500 hrs

CALL FOR EXPRESSION OF INTEREST FOR PARTICIPATION IN SUB-CONTRACTING/OUTSOURCING OF SHIP REPAIR WORK

1. Introduction

- a) Goa Shipyard Limited (GSL), established in 1957, is a premier Defence Shipbuilding & Research Establishment, with state of the art infrastructure for designing & constructing varied class of vessels and also facilities for refit of advanced sea faring platforms. The company is functioning under the administrative control of the Ministry of Defence, Government of India. GSL an ISO 9001:2015, ISO 14001:2015 and ISO 45001:2015 certified company has long years of experience in construction and repairs of advanced sea faring platforms
- b) An EOI is invited from firms who are technically competent and have proven track record of undertaking the Repair/Refitting of commercial or defence vessels for a fixed term of **Three (03)** years.
- c) The purpose of this EOI is to obtain proposal from experienced firms and to enable GSL shortlist the eligible firms for considering them for carrying out repair/refit work as per the working model enumerated in Para(2) below. The tender will be issued only to these shortlisted firms through Limited Tender Enquiry (LTE).
- d) Refit of ships would normally be undertaken at GSL Yard in Vasco Da Gama. However, in case of non availability of dry dock or otherwise, refit may be undertaken at alternate location based on the decision of the GSL Management.

2. Expression of Interest (EOI) – Partial/ Turnkey offloading

An Expression of Interest (EOI) is being called for from firms who are technically competent and have proven track record of undertaking repairs/ refits of commercial or Defence vessels for a fixed term of Three (03) years. The qualified firms shall be short listed after evaluation of the EOI responses, the qualified firm will be (i) registered for undertaking ship repairs and allied activities for GSL in GSL Yard. (ii) Registered for undertaking ship repair and allied activities for GSL elsewhere in India and a Non-disclosure agreement shall be signed between GSL and each of these parties regarding the confidentiality of price and other technical details. Other terms and conditions as may be required shall be detailed in the MoU which shall be signed between GSL and short listed firms of the EOI.

Working Model:

	Working model	Location	Manpower	Machinery	Material/ consumable
1	Sub contracting model	GSL	FIRM	FIRM	Will be stated in tender scope of work.
2	Outsourcing Model	Firm's Premises	FIRM	FIRM	
3	Mixed Model	GSL/ Firm's premises	FIRM	FIRM	

- a) Sub contract model : The entire repair / refit work will be undertaken at Goa Shipyard Ltd, Goa or any other GSL designated repair facility. The firm shall arrange their manpower, tools & tackles, equipment, mobile crane, manlifts etc as and when required as per exigency of work.
- b) Outsourcing Model: The firm is required to carry out repair / refit works on turnkey basis at their own premises.
- c) Mixed Model: Works to be partially carried out at GSL and partly at firm's premises.

3. Operating Strategy :

- a) GSL on receipt of RFP/tender for undertaking turnkey repairs/ refits of defense/ Indian Coast Guard/Indian Navy/Other Vessels shall study the scope of work, evaluate and ascertain the portion of work which shall be undertaken directly by the yard and the portion of work which shall be considered for partial offloading.
- b) The scope of work discipline wise i.e hull, engineering and electrical to be partially offloaded shall be tendered out to all the shortlisted/ qualified firms under this EOI as a limited tender enquiry for quoting for the tender. Technical as well as price offers from these firms shall be obtained by GSL inclusive of mandatory spares ,anticipatory spares and any other materials required for execution of the refit within the stipulated time to evaluate the estimate and the schedule.
- c) GSL on evaluation of the offer jointly as received from the Firms and asses the same and including the necessary works that will be undertaken by GSL shall select the lowest price of the technically qualified applicant and may use the price for onward quoting to the prospective customers against the tender. The applicant that is technically qualified and has quoted the lowest price shall be intimated accordingly.
- d) The prices of the other bidders will be kept confidential and not disclosed till the time of submission of the bid for the particular project/tender to Navy/ Coast Guard / Other organizations.

- e) In the event of GSL obtaining the contract from prospective customers, GSL will offload the respective scope of work to the selected firm for undertaking the work except GSL in house and certain critical activities. GSL reserves the right to hold technical and/or price negotiations with the firm if required, during the bidding stage prior to submission of bid to prospective customers or prior to award of the work to the firm.
- f) Selected firm on behalf of GSL; undertake their part of ship repairs works. The work is to be executed in a diligent and planned manner duly deploying all necessary resources and infrastructure required for the same. The work especially the dry dock work is to be expeditiously completed as per Purchase order. In the event of the firm being unable to perform the offloaded work, GSL will, at its discretion, undertake the work directly or subcontract the same through other vendors. In such cases, GSL reserves the right to invoke Risk Purchase Clause as per the GSL's Procurement Policy.
- g) All terms and conditions which are part of the EOI and any other term and condition that GSL deems appropriate shall be applicable to each tender enquiry for offloading work.
- h) In the event of prospective customer deleting or modifying the scope of work the same shall be intimated by GSL to the firm associated with the respective RFP / Tender. Allocation of any additional work arising during the course of the turnkey repair/ refit shall be made at the discretion of GSL.
- i) Other terms and conditions as may be required shall be detailed in the MoU which shall be signed between GSL and all the qualified and shortlisted firms of this EOI. Any contract resulting there from between GSL and the Firm , will be subject to the Laws of Government of India.
- j) The Firm shall be responsible for the conduct, compliance and liabilities of their employees, including contractual employees. No liability or obligation of whatsoever nature, even vicariously, shall be borne by GSL.
- k) The Firm will not be entitled to sell, assign or otherwise transfer any of its rights and / or obligations arising from or in relation to subsequent agreement/ MoU to any third firm, without the prior written agreement of GSL.
- l) Any contract resulting from the activities of the firm be subject to the laws, regulations, licenses and approvals required of the Government of India, the firm shall be responsible for obtaining such licenses and approvals from the Government of India, on best efforts basis.
- m) All necessary Work Done Certificates and bills duly endorsed by Class/ Owners Rep/ Master / Ship's crew/ Insurer etc are to signed and put up to GSL duly certified for clearances of Bill.

4. Pre-Qualification Criteria: The bidder shall submit the Self-Evaluation form along with supporting documents as per the format placed at **Annexure-1**

- a) Technical qualification:- The bidder shall submit the following as a part of technical qualification.
 - I. Bidders Company Profile.
 - II. List of infrastructure/equipment's held by them along with details of their manufacturing facilities.
 - III. iii. Details and personnel (Project Management Team) with designation, qualification and experience to determine their capabilities.
 - IV. Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings etc.
 - V. The firm should have ISO 9001 certification.
- b) Commercial qualification:- The bidder shall submit the following as a part of commercial qualification.
 - i. Bidders Registration Certificates as:-
 - (a) Shop & Establishment registration certificate in case of sole proprietorship concern
 - (b) Certificate of Incorporation, Memorandum and Articles of Association in case of a company.
 - (c) Partnership deed in case of Partnership as applicable.
 - (d) Registration certificate from local bodies for conducting business.
 - (e) Factory License wherever applicable.
 - ii. The Bidder shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating the firms net worth & turnover during the past three years. Certificate shall be as per the format placed at Annexure-3.

Financial Capability:-

- a) The Applicant shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating the firm's net worth & turnover during the past three years. Certificate shall be as per the format placed at Annexure.

RELEVANT EVALUATION CRITERIA

SL NO	CRITERIA\ CATEGORY		TECHNICAL			FINANCIAL		
			EXPERIENCE/ TRACK RECORD	INFRASTRUCTURE	HUMAN RESOURCES	AVERAGE ANNUAL TURNOVER	ANNUAL TURNOVER	WORKING CAPITAL
1	REPAIR & REFITS OF DEFENCE VESSELS				Shall have a team comprising of following trades: • Engineers (Relevant Field) • Designer/Draftsman • Estimators/Planners • Supervisors • Qc Inspectors • Highly Skilled Labour (Class Certified) • Skilled Labour • Unskilled Labour			Shall demonstrate access to unutilised line of credit / overdraft facility/ cash credit facility from its consortium of banks. Alternatively or complimentarily should demonstrate liquid asset in form of cash/ marketable securities in its balance sheet.
		CATEGORY A Low Weapon Intensive Warships (LCU/OPV/ASW/M PV/PCV etc)	<ul style="list-style-type: none"> • Shall be a single firm with past experience of minimum 05 years (as on 31st Mar 2022) in undertaking Refits/Repairs of OPV/LCU/ASW/PCV etc. • Shall have fabrication experience of steel and/or Aluminium. • Shall have executed the 3 repair jobs not less than Rs.8 Cr during last 7 years. or • Shall have executed the 2 repair jobs not less than Rs.10 Cr during last 7 years. Or • Shall have executed 1 repair job not less than Rs.16 Cr during last 7 years. 			Shall have Avg Annual turnover of Rs.6 Cr during the last three years ending on 31 Mar 2022	Shall have annual turnover of Rs.6 Cr for the last year ending on 31 Mar 2022	
		CATEGORY B Aux Ships & Support Vessels (SURVEY VESSELS/FPV/ IB/etc)	<ul style="list-style-type: none"> • Shall be a single firm with past experience of minimum 03 years (as on 31st Mar 2022) in undertaking Refits/Repairs of Naval/Coast Guard AUX & Support vessels. • Shall have fabrication experience of steel and/or aluminium. • Shall have executed the 3 repair jobs not less than Rs.2.8 Cr during last 7 years. or • Shall have executed the 2 repair jobs not less than Rs.3.5 Cr during last 7 years. Or • Shall have executed the 1 repair job not less than Rs.5.6 Cr during last 7 years. 			Shall have Avg Annual turnover of Rs.2 Cr during the last three years ending on 31 Mar 2022	Shall have annual turnover of Rs.2 Cr for the last year ending on 31 Mar 2022	

		CATEGORY C Minor Naval / Coast Guard Combatant & Support Yardcrafts	<ul style="list-style-type: none">• Shall be a single firm with past experience of minimum 03 years (as on 31st Mar 2022) in undertaking Refits/Repairs of minor Naval / Coast Guard Combatant & Support Yardcrafts.• Shall have fabrication experience of steel and/or aluminium.• Shall have executed the 3 repair jobs not less than Rs.1.2 Cr during last 7 years. or• Shall have executed the 2 repair jobs not less than Rs.1.5 Cr during last 7 years. Or• Shall have executed the 1 repair job not less than Rs.2.4 Cr during last 7 years.			Shall have Avg Annual turnover of Rs.1 Cr during the last three years ending on 31 Mar 2022	Shall have annual turnover of Rs.1 Cr for the last year ending on 31 Mar 2022	
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SL NO	CRITERIA\ CATEGORY		TECHNICAL			FINANCIAL		
			EXPERIENCE/ TRACK RECORD	INFRASTRUCTURE	HUMAN RESOURCES	AVERAGE ANNUAL TURNOVER	ANNUAL TURNOVER	WORKING CAPITAL
2	REPAIR OF COMMERCIAL VESSELS	CATEGORY X Commercial Vessels (TANKER/CONTAINER/BULKER/etc)	<ul style="list-style-type: none"> • Shall be a single firm with past experience of minimum 05 years (as on 31st Mar 2022) in undertaking Repairs of TANKERS/ CONTAINER/ BULKER/ etc). • Shall have executed the 3 repair jobs not less than Rs.6.8 Cr during last 7 years. or • Shall have executed the 2 repair jobs not less than Rs.8.5 Cr during last 7 years. Or • Shall have executed the 1 repair jobs not less than Rs.13.6 Cr during last 7 years. 			Shall have Avg Annual turnover of Rs.5 Cr during the last three years ending on 31 Mar 2022	Shall have annual turnover of Rs.5 Cr for the last year ending on 31 Mar 2022	
		CATEGORY Y Support Vessels & Yardcrafts (OSV/MSV/TUGS/ BARGE/etc)	<ul style="list-style-type: none"> • Shall be a single firm with past experience of minimum 03 years (as on 31st Mar 2022) in undertaking Repairs of Support vessels & yardcrafts such as OSV/TUGS/ BARGE/ MSV/ etc. • Shall have fabrication experience of steel and/or aluminium. • Shall have executed the 3 repair jobs not less than Rs.1.2 Cr during last 7 years. or • Shall have executed the 2 repair jobs not less than Rs.1.5 Cr during last 7 years. Or • Shall have executed the 1 repair jobs not less than Rs.2.4 Cr during last 7 years. 			Shall have Avg Annual turnover of Rs.1 Cr during the last three years ending on 31 Mar 2022	Shall have annual turnover of Rs.1 Cr for the last year ending on 31 Mar 2022	
		CATEGORY Z Floating Marine Structures (OFFSHORE/CASSI ON GATE/etc)	<ul style="list-style-type: none"> • Shall be a single firm with past experience of minimum 03 years (as on 31st Mar 2022) in undertaking Repairs of dry dock gates/ offshore structures/etc. • Shall have executed the 3 repair jobs not less than Rs.1.2 Cr during last 7 years. Or • Shall have executed the 2 repair jobs not less than Rs.1.5 Cr during last 7 years. Or • Shall have executed the 1 repair jobs not less than Rs.2.4 Cr during last 7 years. 			Shall have Avg Annual turnover of Rs.1 Cr during the last three years ending on 31 Mar 2022	Shall have annual turnover of Rs.1 Cr for the last year ending on 31 Mar 2022	

3	MODUS OPERANDI	SUB- CONTRACTING		<ul style="list-style-type: none">• Material handling capacity• hull/superstructure repair capability• quality control: ISO 9001:2005 or higher	
		OUTSOURCING		<ul style="list-style-type: none">• Infrastructure: repair dock/berth• lifting capacity• material handling capacity• hull/superstructure repair capability• quality control: ISO 9001:2005 or higher	
		MIXED		<ul style="list-style-type: none">• Infrastructure: repair dock/berth• lifting capacity• material handling capacity• hull/superstructure repair capability• quality control: ISO 9001:2005 or higher	

5. **Execution Plan & Methodology:-** Bidder to submit execution plan & methodology of undertaking partial offloading with timelines.

6. **Integrity Pact**

Revised clause: Shortlisted firms will have to submit an "Integrity Pact (IP)" to be executed between the firm and Goa Shipyard Limited along with the response as per Annexure at the time of submission of bid.

7. **Instruction to bidders responding to EOI:-**

- a. GSL reserves the right to modify, expand, restrict, scrap this proposal or reject any Expression of Interest submitted by the bidders without assigning any reason thereof and without any liability.
- b. GSL reserves the right to make inquiries with any of the clients listed by the bidders in their previous experience record. Further GSL may ask the firm to make presentation to understand the capability of the firm w.r.t project planning, capability, experience, approach methodology etc..
- c. It may be noted that GSL will not reimburse any cost incurred by the bidders towards the preparation and submission of the EOI.
- d. GSL reserves the right to visit the work facility of bidders to verify the adequate infrastructure facilities. In the absence of adequate infrastructure facilities, the offer submitted is liable for rejection and hence will not be considered for prequalification.
- e. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Proposal Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately be brought to notice of GSL Tendering Dept. in writing not less than 07 days prior to proposal closing date.
- f. In the event of any question, dispute or differences arising under this EOI or in connection therewith, (including a dispute relating to the validity or existence of this EOI), the parties agree to settle the same amicably by mutual discussions within a period of 90(Ninety) days of service of a written notice from either Party to the other Parties, referring/raising the dispute, to resolve the dispute in good faith.
- g. If the parties failed to resolve the dispute within the aforesaid period of 90 (Ninety) days, then by consent of the Parties, it is agreed Chairman & the Managing Director of Goa Shipyard Ltd (GSL) shall appoint a sole arbitrator to adjudicate the disputes. The arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in disputes; whether financial, business, professional or other kind whatsoever. The arbitration & conciliation act, 1996 and amendments thereto shall be applicable. The arbitration shall be governed by the laws of India and the language of Arbitration shall be English. The award of the arbitrator shall be final and binding on the parties.
- h. Upon any and every reference for the award, as aforesaid, the cost of the

proceedings including all expenses incidental there to, shall be determined at the discretion of the arbitrator.

- i. The seat and venue of the arbitration proceedings shall be in the office of the Chairman & Managing Director, Goa Shipyard Limited, Vasco-da- Gama, Goa or such other place, as the arbitrator may decide.

8. Bid Rejection Criteria:-

GSL may at its sole discretion and at any time during the evaluation of proposal, disqualify any firm, if they have:

- a. Submitted the Proposal documents after the response deadline.
- b. Not submitted satisfactory documentary evidence and proof as per eligibility criteria mentioned at para. 4 above.
- c. Made misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements.
- d. Submitted a proposal that is not accompanied by required documentation or is non- responsive.
- e. Failed to produce clarifications related thereto, when sought.
- f. Submitted more than one proposal.
- g. Declared ineligible by the Government of India / State govt. / Any Public sector undertaking.
- h. Not meeting any other applicable criteria / clauses in the current EOI.
- i. Even though the firms meet the pre-qualification criteria, they are subject to be disqualified if GSL come to know during the EOI evaluation stage & subsequent Limited Tender Enquiry stage but before award of contract if the firm has:
 - i. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and or
 - ii. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failures etc.
- j. Information relating to the evaluation, clarification and recommendation for pre-qualification shall not be disclosed to firms or any other persons not officially concerned with such process until the pre-qualification process is completed. Any effort by the firms to influence GSL prequalification process may result in rejection of his EOI.

9. Pre-bid Meeting

The firms or his official representative is advised to attend a meeting which will be convened at GSL, Goa-. The meeting shall be attended by techno-commercially competent senior representative(s) of the firm duly authorized at Ship Repairs Dept, Goa Shipyard Limited

All firms are advised to study the EOI document thoroughly and come prepared for the meeting. The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the EOI document and to address queries on any issues that may be raised at that stage. Minutes of meeting will be prepared. Any firm requiring a clarification of the proposal document must notify GSL in writing, at least four (4) days in advance to the meeting date in the questionnaire format placed at Annexure: 6.

Any request for clarification in writing must be addressed to pranavsri@goashipyard.com. The compilation of all clarifications sought / queries raised during the meeting and its replies shall be published on GSL website.

Any modification of the call for EOI documents which may become necessary as a result of the meeting or because of any other reasons shall be made by GSL exclusively through the issuance of an addendum or corrigendum in GSL website. At any time before the submission of proposal, GSL may, for any reasons, whether at its own initiative or in response to a clarification requested by a firm, modify the documents by amendment. The amendment will be notified only on GSL websites and no separate paper advertisements will be issued. The firms are requested to keep themselves informed of the development by visiting GSL website www.goashipyard.com and the CPP portal www.eprocure.gov.in regularly. Such amendments shall be binding upon them.

Non-attendance at the meeting will not be a cause for disqualification. No queries will be entertained after the meeting.

10. Submission of proposal against Expression of Interest:-

Proposal (Original + one soft copy) superscribing the enquiry number, last date for receipt of EOI and title "Call for Expression of Interest for participation in partial turnkey Offloading of Ship repair work at Goa Shipyard Limited (GSL)" shall be addressed to 'Additional General Manager (Ship Repair), Goa Shipyard Limited, Vaddem House, Vasco-da-Gama, Goa 403802', with all credentials. EOI to include formats as per attached annexure.

- (a) Letter of interest Annexure – 1).
- (b) Financial Capability (Annexure- 2)

- (c) Power of Attorney Annexure-3.
- (d) Structure of organization Annexure – 4.
- (e) Technical capacity self assessment Annexure-5.
- (f) Pre bid questionnaire Annexure-6 ,
- (g) Integrity pact format for info. Annexure-7

11. The contact point for any clarification / correspondence at GSL is:

The contact point for any clarification / correspondence at GSL, Goa is:

Pranav Shrivastava	Jayesh K Marathe
AGM (Ship Repairs)	SM (SR-Comm)
0832-2512152 extn : 2239	0832-2515291

12. JURISDICTION OF COURTS

Only Courts at Goa (with exclusion of all other Courts) shall have the jurisdiction to decide or adjudicate on any matter, which may arise out of or in connection with the EOI and selection process.

APPLICATION FOR PRE-QUALIFICATION

Letter of Expression of
Interest
(On Applicant's Letter head)

(Date and Reference)

To

General Manager (Ship Repair)

Goa Shipyard Limited

Vaddem,

Vasco-da-Gama

Goa - 402803

Dear Sir,

Sub:-“Call for Expression of Interest for participation in partial turnkey Offloading of Ship Repair work at Goa Shipyard Limited”

With reference to your request for EOI referred above, We, (name of the applicant) having examined all relevant documents and understood their contents, hereby submit our Proposal for the short listing of contractors and state that:

1. All information provided in the Proposal and in the Appendices is true and correct.
2. We shall make available to GSL any additional information it may find necessary or require to supplement or authenticate the Proposal.
3. We are not under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings.
4. We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.

Thanking you,

Yours faithfully,

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative)

(Name of the Applicant)

FORMAT FOR FINANCIAL CAPABILITY

Sl. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)	Net worth as at the end of the financial year
1				
2				
3				

To be signed by the Authorized Signatory of the Applicant with Name, Designation, seal and date.

Certificate from Chartered Accountant:

This is to certify that _____(name of the Applicant) has received the payments shown above against the respective years and that the net worth is as computed.

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

FORMAT OF POWER OF ATTORNEY

Mr. / Mrs. /Ms. _____ (Name of the Person(s),
domiciled at acting as _____ (Designation and name of the
company), and whose signature is attested below, is hereby appointed as the Authorized
Representative and authorized on behalf of
_____ (Name of the company) to provide
information and respond to enquiries etc. as may be required by the Employer for the project of
_____(Project title) and is hereby further authorized to
sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____
(Name & designation)
(Insert legal capacity of person signing the power of attorney)

Dated on ----- day of -----

STRUCTURE AND ORGANIZATION

1. Name of Applicant :
Address :

Phone :
Fax :
Email :

Contact details of designated representative :

Registered office
Address :

2. Description of company detailing various activities dealt by the firm:

3. Legal status:

4. Date of establishment:

5. Number of years' experience:

6. Please indicate here or attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant

(Signature of the Authorized Representative)
(Name and designation of the Authorized
Representative) (Name of the Applicant)
Seal of the company

Annexure-5

Ship Repair Experience: Years

[illegible]

FORMAT FOR PRE-BID QUESTIONNAIRE

Sl. No.	Reference Clause	Page No.	Description	Tenderer Suggestion / Query	GSL Reply
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Signature & Seal

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the month of____, ____, between, on one hand, GOA SHIPYARD LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at Vaddem, Vasco-da-Gama, Goa - 403 802 represented by ----- Designation ----- (Hereinafter called the “BUYER”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and ----- represent by Shri. _____ Chief Executive Officer (hereinafter called the “BIDDER/seller”) which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to undertaking ----- against GSL E-Tender created with reference ----- and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector undertaking (PSU) performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process

related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the Chief Vigilance Officer, GSL or appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise IN PROCURING THE Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Buyer.
- 3.3 Foreign BIDDERS shall disclose the name and address of agents and representatives in India and Indian BIDDERS shall disclose their foreign principals or associates.

- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER shall not enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any

monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS exclusion from the tender process. BIDDER shall disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____(to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of GOA SHIPYARD LIMITED
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of ____ or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is

later.

- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article PERTAINING TO Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the advance bank Guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the

BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

- (vii) To debar the BIDDER from participating in future bidding processes of **Goa Shipyard Limited** for a minimum period of five years, which may be further extended at the discretion of the BUYER and exclude from future business dealings.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf

(whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact. The BIDDER undertakes that it shall not approach the Courts while representing the matters to IEMs and will await the decision of the IEMs in the matter.

7. **Fall Clause**

- 7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. **Independent Monitors**

8.1 The BUYER has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

i). -----

ii). -----

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Chairman & Managing Director (CMD) of the BUYER.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation/records of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality. Monitor shall be provided by the BIDDER/BUYER, as and when warranted, access to all documents / records pertaining to the contract for which a complaint or issue is raised before the Monitor.
- 8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will examine all complaints received by them and submit a written recommendation/report to the CMD within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and courts jurisdiction is only at Goa.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this INTEGRITY Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at GSL Goa on _____.

BUYER

BIDDER

CHIEF EXECUTIVE OFFICER/ AUTHORISED

GOA SHIPYARD LIMITED

REPRESENTATIVE/ATTORNEY HOLDER

Signature -----

Name -----

Title-----

Witness

1. _____

2. _____

Witness

1. _____

2. _____