
NOTICE INVITING “EXPRESSION OF INTEREST”

FOR

**“COLLABORATION WITH SHIPYARDS FOR CONSTRUCTION OF
COMMERCIAL / DEFENCE SHIPS FOR INDIAN CUSTOMERS AND EXPORT
PROJECTS”**

SECTION A

1. Ref. No.	: GSL/OS/EOI/2024-25/01
2. Date of Issue of EOI	: 06.04.2024
3. Last Date of Clarification/ Consultation	: 23.04.2024, 16:30 Hrs
4. Last date for Submission of EOI	: 30.04.2024, 16:30 Hrs
5. Contact Persons	A. Mr. Vinayak R. Naik, AGM (OS) E-mail: vinayaknaik@goashipyard.com 0832 – 2516113 (Tel) B. Mr. Shreyash Kunde, M (OS) E-mail: shreyaskunde@goashipyard.com 0832 – 2517295 (Tel)
6. Validity of EOI	: 120 days from date of submission

SECTION B

1. **Introduction** – Goa Shipyard Limited (GSL), functioning under Ministry of Defence, Govt. of India, is a premier shipyard in India, with an excellent track record of designing and building high technology, sophisticated ships for domestic & foreign Customers at fixed cost. GSL has delivered over 227 Ships & more than 160 composite Fast Interceptor Boats to a varied clientele, besides having completed large number of refits/repairs of diverse platforms. GSL's product range include :-

- 35 / 37 Knots, 50M, Fast Patrol Vessels.
- 105M Advanced Offshore Patrol Vessels (AOPV and NOPV).
- 90M Offshore Patrol Vessel (OPV).
- 75M Patrol Vessel.
- Corvettes.
- Hydrographic Survey Vessels.
- Amphibious Ships
- Pollution Control Vessel.
- Sail Training Ships.
- High Speed Interceptor Crafts (Composite/Aluminum).
- Hovercrafts
- ASW Shallow Water Craft.
- Training Simulators (Damage Control/ NBC).
- Unmanned Surface Vessels
- Floating Dock

2. Having a vast pool of experienced Naval Architects, Engineers and skilled workforce, supported by a modernized & comprehensive infrastructure (which includes 6000 Tons Shiplift, well equipped jetties and Hard-stand etc); GSL is proactively exploring the Defence as well as Commercial shipbuilding market in India and globally.

3. Through this Notice Inviting EoI, GSL intends to enter into a long-term collaboration with reputed **shipyards**, to leverage their infrastructure, technical know-how and Project Management Skills for augmenting its capability & capacity for successful execution of commercial vessels for export as and when required, matching global quality standards and timelines. The essence of this EOI is to empanel capable shipyards who are interested in association with GSL to enable prompt response to emerging international opportunities and in Indian market, through mutual synergy of each others' strengths.

4. Expression of Interest (EOI) is invited from reputed shipyards having proven experience in construction of marine vessels and structures. After completion of evaluation of response to the EOI by GSL, qualified shipyards will be empanelled. In the event of receiving any export leads/opportunities in India, GSL may be approach the empanelled shipyards for the Scope of Work (SoW) mentioned at **Enclosure 1**. Final selection will be done by inviting bids from those shipyards, empanelled through the present Eol. Detailed Terms and Conditions (T&C) shall be finalized on case to case basis, based on the project requirements and finalised scope of work. GSL also reserves the right to engage with firms even outside of this empanelling process for meeting its business objectives / achieving specific targets.

Procedure:

5. Expression of Interest (EOI) is invited from eligible, capable and reputed shipyards for empanelling them in GSL's panel for the services as listed in Scope of Work at **Enclosure 1**.
6. Empanelment of the shipyards shall be limited to the commercial vessel category (refer Para 10 of enclosure 1 – list of Products / Scope of Work) only and the decision on empanelment of the firm will solely be decided by the 'Empowered Committee' (EC) appointed for that purpose at GSL whose decision shall be final and binding. No communication whatsoever in this regard shall be entertained.
7. After receipt of due response (as per requisite mode and format), the firm(s) shall be assessed by GSL through a committee constituted by it based on the prescribed assessment criterion and thereafter shortlisted / selected. GSL reserves the right to **reject any or all** of the responses/applications received against this Notice inviting Eol, without assigning any reason whatsoever and also to stop further proceedings under this EOI at any given point in time. GSL's **decision in this regard shall be Final**. However, submission of any response to this Eol or selection of firm(s) pursuant to this Eol does not guarantee/assure any business to the firm(s) and **no claims or demands in this regard of any firm shall be entertained** (Please note that GSL Empowered Committee (EC) is at liberty to reduce / freeze total number of empanelled firms against a specific product category, based on the ranking / Qualification criterion).

8. No formal invitation shall be extended to the firms for the purpose of opening of this Notice Inviting EoI.
9. The firms responding to this EoI must be willing for signing of the relevant NDA (Reference copy attached- Annexure 3) towards proceeding with empanelment at GSL.
10. GSL would be committed to provide 'Performance Warranty' on its products and also product support ranging from 5 to 25 years including obsolescence support for the entire life cycle of the vessel/platform. The firms responding to this EoI must be willing to agree to such a back to back commitment when required/sought by GSL.
11. Pursuant to assessment and empanelment, collaboration with the shortlisted firms by means of entering into a 'Memorandum of Understanding' (MoU) may be done for a specific time period of five years or such period as GSL deems fit and proper to commence with. The Time period may be extended further as per mutually agreeable terms. GSL shall avail the shortlisted firms' services from time to time as per requirements and also as per the commercial norms of GSL (within the mutually agreed period - to be mentioned in MOU). Detailed Terms and Conditions (T&C) shall be finalized on case to case basis based on project requirements and finalised scope of work. GSL doesn't guarantee/assure any business to the empanelled firms post signing of MoU and no claims or demands in this regard of any firm shall be entertained.
12. Vendors responding to the EOI and selected by GSL committee, upon submission of all relevant documents, shall also qualify to be short listed to receive Enquiry/tender for the respective work that shall be floated subsequently. In case where more than one firm qualifies to be empanelled under a particular category, the selection of a firm for any specific project/venture will be based upon existing commercial practices of GSL and furthering of GSL's business objectives and solely at the discretion of GSL considering its requirements and commercial interests
13. GSL also reserves the right to engage with firms even outside of this empanelling process for furthering its business objectives.

14. AMENDMENT OF EOI DOCUMENT & CORRIGENDUM:

GSL reserves the right to amend this EOI document by issuing corrigendum/addendum. The corrigendum/addendum will be posted on GSL website at <https://goashipyard.in/notice-board/tender/expression-of-interest> and shall be treated as a part of the EOI Document. GSL may, at its discretion, extend the deadline for the submission of Applications.

15. DISCLAIMER:

(a) This Expression of Interest (EOI) is not an offer by GSL but an invitation to receive offers from interested parties for empanelling them in GSL vendor panel for providing ship construction facilities and does not entail/guarantee any business. The purpose of this Notice is to provide the necessary information that may be useful to such interested parties in formulating their proposals for empanelment in response to this Notice.

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

Scope of Work

1. GSL would be scouting the international/ Indian market for possible projects and upon identification of a lead worth pursuing to suit GSL's business interests, GSL would engage with a suitable empanelled firm towards further progressing with the project. Empanelled firms are also free to scout for new projects and approach GSL for collaboration.

2. GSL would analyze the responses of each firm and accordingly one or more firms would be shortlisted for collaboration. The Collaboration will be aimed to achieve following broad factors: -

- a) Minimise overall product cost
- b) Optimize production times.
- c) Assurance of Quality.

3. The participation in the subsequent tenders from the end-customer will be carried out by GSL as required and the consequent orders towards realization of the design/ construction would be placed by GSL. Initial preparatory work towards responding to NIT/RFP etc. from prospective customers is envisaged to be done on a NC ('No Cost) basis by the firm /collaborator for GSL.

4. **Stages of Collaboration.** The envisaged stages and scope of collaboration are as per the activities listed below: -

STAGE	Activity	Description	Remarks
I	During Bidding stage (By GSL to End Customer)	Based on the scope of work indicated by GSL, Collaborator to indicate firm pricing for execution of the work within the stipulated timeliness. During the Bid Formulation the Payment	Upto bid response formulation stage no financial commitment exists from GSL side.

		<p>stages along with Terms & Conditions would be firmed up and agreed by GSL & collaborator mutually. The Collaborator would have to give a binding undertaking towards execution of project as per mutually agreed SoW (Scope of Work).</p> <p>Based on the comprehensive proposal by the collaborator, encompassing all points as mentioned above, the final bid will be submitted to the End customer by GSL.</p>	
II.	Post Order on GSL	<p>Post receipt of Order by GSL (from End Customer), the collaborator will be engaged by GSL against a formal contract through specified selection process to execute the Job. An area within the collaborator's premises shall be earmarked as leased area of GSL. The collaborator needs to execute the project within that leased area. All items stored, used and</p>	<p>QAP for product would be forwarded by collaborator and changes suggested by the Inspection agency is also required to be incorporated (if any).</p>

		constructed within the earmarked area shall belong to GSL including the completed product. A separate lease agreement will be executed with the collaborator for this purpose.	
III.	Material / Product delivery	<p>All materials are to be considered as Ex Works (collaborator place) delivery or delivery at GSL or at the place of End Customer (Based on the finalized contract between GSL and Collaborator).</p> <p>During product execution stage, GSL empowered / nominated officials/End-customers reps / Inspection Agency reps are to be permitted to visit the firm's premises to oversee the project progress and seek any clarifications/ details (Techno commercial) related to this Project.</p>	Firm should also give undertaking that all Statutory guidelines for production of such type of Marine Products shall be complied in full by the firm. A dedicated 'Project Manager' shall be allocated by the firm for each specific project.

5. In response to NIT/RFP from the end customer, the collaborator would be approached by GSL to manufacture the marine vessel either as a 'Turnkey' project or part scope of work of vessel which would be ultimately supplied by GSL. The collaborator would, then submit their response against the said RFP within requisite timelines

enabling GSL to submit the final bid to the End-Customer. **The collaborator is also required to assist GSL in final bid preparation.**

6. Response submitted against subject RFP/NIT by Collaborator may be converted to firm order / binding contract by GSL, following the stipulated selection process, as and when need arises post receipt of Award of order / LOI by GSL. After receipt of firm order, firm will execute the job on turnkey basis or mutually agreed scope of work of the vessel. However, firm is expected to undertake preliminary work considering overall project timelines.

7. Mechanism of periodic review towards monitoring the project progress will be formulated and action taken by both parties. The Collaborator will have to provide suitable office space (based on project) to GSL team/ End customer's rep along with suitable office equipment and telephone/fax/internet connectivity (without any additional cost). In certain cases, the collaborator would have to agree to lease a certain portion of project execution site which is under his control/ownership to GSL towards meeting the end customer contract requirements.

8. GSL being the primary agency (on whom the order would be placed), is bound to provide (on placement of order) Product Support for 05-25 years and Obsolescence support to its customer as per its requirement OR for its entire life time. While it is noted that there may be a few components wherein the collaborator would retain its supply in scope, in the event of change of ownership of the collaborator or collaborator being declared insolvent or any such circumstances wherein the collaborator is not able to support GSL in meeting its commitment of Product and Obsolescence support, the detailed technical drawings, specifications & all other necessary details would be passed onto GSL by the Collaborator without any additional cost for necessary support required to be provided by GSL.

9. The collaborator shall not have any 'Intellectual Property Rights (IPR)' on any design once the same is developed specifically for any project under the collaboration agreement and all Intellectual Property rights in the product shall vest in GSL. However, the collaborator while developing any design shall ensure that GSL should be completely absolved from any infringement of patent or any Intellectual property rights.

10. The final technical specifications of each vessel type would be shared with the collaborator after short-listing or as the said specifications become available to GSL. However, the envisaged product range is mentioned herein: -

List of Products (including conventional / green propulsion)

- a) Multipurpose vessels up to 10000 T.
- b) Oil / Chemical tankers up to 10000 T.
- c) Utility vessels up to 1000 T
- d) Auxiliary vessels (Maximum displacement up to 500T)
- e) Passenger (up to 150-200 Pax capacity) with Cargo (up to 250T) vessels (Seagoing, Coastal & Inland) with / without a provision to carry vehicle.
- f) Tugs up to capacity of 100 T Bollard Pull
- g) Boats (steel/Al) up to 15 - 40 M
- h) Various sizes of self-propelled and dumb barges (Maximum displacement upto 5000T)
- i) Any other category undertaken /capable to execute by collaborator also may be included from time to time if found suitable in the opinion of GSL.

Firms shall be classified into following categories based on their capabilities and empanelled accordingly.

Category	Vessel Length
A	Vessels more than 120 m up to 150 m
B	Vessels between 50 m to 120 m
C	Vessels under 50 m

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

- (a) Collaborator's Company/firm's Profile and experience
- (b) Overview of the Technical personnel employed by the Company.
- (c) Documents to prove past experience.
- (d) Company Registration Certificate
- (e) ISO Standard Certificate

(f) Audited Balance Sheet of the Company for the immediately preceding 03 Financial Years.

(g) List of Orders executed by the firm for the similar products. Delivery timeliness of executed orders are to be stated against each order.

(h) For the purpose of this EOI 'Firm/Collaborator/Shipyard' means a partnership/LLP firm /company under Indian laws. (Decision towards acceptance of offer by Proprietorship firm shall be decided by the GSL Empowered committee)

(j) The said legal entity should have been in existence for a period of at least 3 years on the date of submission of proposal as evidenced by the documents submitted by such entity in its proposal.

12. The firm should have an in-house quality assurance program. Further, GSL reserve the right to inspect and ensure that collaborator supplied vessels conforming to the specifications and product is capable of meeting committed performance as per Customer requirement/order. This could be done through GSL's own inspectors or through 'Class' representatives. The presence or absence of GSL representative does not absolve the Collaborator of its responsibility for quality control.

13. The Technical inputs handed over mutually by both parties to each other shall be the Intellectual Property of the respective parties and shall be returned (if requested for) without copying into any form. The same data shall not be used in any other project by a party without prior written permission of the other (discloser). The IPR obligations of GSL with end Customers will be applicable to the Collaborating shipyard.

14. Collaborators would be required to enter into an Integrity pact post short-listing. A Copy of the same is placed at **Annexure-5**.

15. Firm(s) who are black-listed by any Government (Central/State) or any Government Agency/Entity shall not be eligible to participate in the EOI. All firms are required to submit a certificate /declaration in their letter head. The firm(s) or its Directors should not be barred by any Judicial/Quasi-Judicial orders from doing business. The firm would be required to disclose its ongoing litigations and/or any enquiry proceedings ongoing against it.

16. Firm(s) not meeting /complying the qualifying criteria at **Annexure-2** and not submitting documents as above, shall not be considered further.

17. A Team from GSL may visit premises of the firms and interact/seek information to assess capability and capacity of the firm, if considered necessary (post examination of the response to the EOI by the particular firm under reference). Firm may also be called to GSL for discussions.

18. It is stated that GSL reserves the right to enter into individual agreements for each of the vessels listed in “List of Products” in parallel.

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

(a) Clearly state category and type of vessel as per para 10 (list of products) based on capacity of the firm. Any other type of vessel not listed at para 10 may also be indicated. GSL may consider the same during evaluation phase. Firm to provide supporting documents justifying the capabilities.

(b) The firm’s willingness (on their letter head) to participate and offer their services for collaboration.

(c) A broad approach and methodology (Project Plan) for the services to be provided.

(d) Supporting documents as sought in Para (11) above.

(e) Specific answers to the questionnaire placed at **Annexure-4**.

(f) Any other information considered relevant.

20. Queries, if any, are to be sent immediately and at least 7 (Seven) days before the due date of closure of EOI. No other query shall be entertained after the said period.

21. In case response is being submitted in hard copy /E-mail, the envelope/ Email Subject should be super-scribed with NOTICE INVITING “**COLLABORATION WITH SHIPYARDS FOR CONSTRUCTION OF COMMERCIAL /DEFENCE SHIPS FOR INDIAN CUSTOMERS AND EXPORT PROJECTS**” and shall be submitted on or before the due date. Information/documents in response to this Notice seeking EOI may also be forwarded in e-mail to the addressee mentioned in Section A of this EOI however the size of Document/single E-mail should not exceed 20 MB.

22. Broad Scope of work shall include construction of one or more vessels as per the list indicated at para 10 above in accordance with the specifications as finalized with the end customer. Activities will broadly involve:

- a) Blasting of plates, CNC cutting of plates for each vessel
- b) Construction of complete hull
- c) Installation of all the major prelaunch machinery
- d) Shot blasting and pre-launch painting
- e) Installation and setting to work of complete machinery including outfitting
- f) Test & trials of all the machinery including sea trials of the vessel
- g) Delivery of the vessel as pre agreed terms.

23. Material required for the construction of the vessel may be included in GSL's scope and shall be called as Free issued material. Other yard material / consumables required for construction shall be in contractor's scope. All these material will be clearly defined in the final contract signed with the contractor.

24. All the drawings and design documents required for construction of the vessel including outfitting will be issued by GSL. Timeliness for issue of drawings shall be in commensurate with the construction timeliness and will be detailed in the final contract.

**FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD,
WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION**

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,
HOD (OUTSOURCING)
Goa Shipyard Limited.
Vasco-da-Gama,
Goa-403802

1. This is to notify you that our Firm/Company/Organization < provide Name of the Firm/Company/Organization> intends to submit a proposal in response to invitation for EOI No: dated for **COLLABORATION WITH SHIPYARDS FOR CONSTRUCTION OF COMMERCIAL /DEFENCE SHIPS FOR INDIAN CUSTOMERS AND EXPORT PROJECTS**. In accordance with the above we declare that:

a. We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during last 10 years.

b. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

Sincerely,

[BIDDERS NAME]

Name

Title

Signature -----

Authorized Signatory /Date:

QUALIFYING CRITERIA MATRIX

TECHNICAL EVALUATION CRITERIA. The proposed Collaborator firm is required to submit all necessary documents indicated above. The technical proposal will be evaluated on the basis of the documents submitted along with the proposal. Due preference (if any) will be given to ISO certified firm(s). In the first stage, the technical proposal will be evaluated on the basis of the Firm's infrastructure capacity, experience along with its key personnel and Financial capacity. The details of Technical & Financial Evaluation criteria are tabulated below: -

Ser	Evaluation Criteria	Credits	Description	Remarks
1.	Production capacity/Infrastructure	40 points	i. Covered fabrication shed ii. Material Handling Eqpt. iii. Secured Warehouse iv. Welding machines v. Building Berth / Slipway / Dry Dock vi. Plate Cutting/Bending machines vii. Road Connectivity for supply of Raw material viii. Water front with minimum available draft of 3 m.	a) Details of each sub conditions to be furnished. b) Bidder should have their own Shipyard with shipbuilding facilities for undertaking Construction of proposed hulls including safe launching of vessel as per scope of work. In this regard, necessary details/document viz. License issued by competent authority in the name of the Firm to be indicated and submitted with

offer. Offer from bidder having only MOU or proposed tie ups, JV or any other arrangement with any firm having their own Shipyard will not be considered.

c) The Shipyard should have safe launching facility either by concreted dry dock or ship-lift or slipway with end launching /side launching. Details of above facilities should be furnished along with the Technical offer for scrutiny and technical acceptance of offer. This should also include waterfront and water depth available in low tide as well as high tide. The proposed Launching/Float out arrangement

				along with proof of expertise availability has to be provided along with Technical offer.
2.	Experience	25 points	Experience of the firm in Manufacturing of vessels (including hull, outfitting and engineering / electrical including refits). Evaluation will be based on proof of projects executed of different class/ categories during last 10 Years.	Details of projects along with certification from Client and relevant Purchase Orders/ documental proof of delivery (indicating timeliness of contractual vs actual) are to be attached with the proposal
3.	Manpower	10 points	<ul style="list-style-type: none"> i) Availability of experienced Project Execution Team ii) Experienced supervisors capable to read & understand production drawings. iii) Skilled welders/fitters/electricians iv) Unskilled Workers 	Attach certification duly signed by authorized signatory of the firm with proof of payrolls.
4.	Capacity availability	25 points	1) The firm should not have any capacity constraint to take on GSL's projects immediately	Present workload vis-à-vis capacity to be assessed. Details of all present orders with progress are to be furnished.

4.	Financial Capability	--	<p>1) The minimum average turnover of the bidder during the best three out of last five Financial Years calculated as per audited balance sheets should be 25 Crs. or should have a turnover of Rs. 70 Crs. in any of the last three years.</p> <p>2) The entity should not be under insolvency resolution as per Indian Bankruptcy code. Declaration in this regards to be submitted by the firm.</p> <p>3) Firm to indicate the working capital in their proposal. The firm shall demonstrate access to unutilised line of credit/ overdraft facility/ cash credit facility from its consortium of Banks during bid submission vide a letter issued by the Bank or lead Bank of the consortium. Alternatively, or complimentary, the</p>	<p>Relevant documentary proof to be submitted. Balance Sheet and Profit & Loss Account of the last 3 years ending 31st March of the previous year is to be submitted. Solvency Certificate of the firm is to be submitted. The vendor shall give details of segment wise annual turnover for past 3 years. The vendor is also required to submit the documentary evidence of executing highest value of order during preceding 3 years.</p>
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			<p>Bidder should demonstrate liquid asset in form of cash/ marketable securities in its Balance Sheet</p> <p>4) Firm to provide dully filled form (Financial situation format) as per Annexure-6 along with their response to EOI.</p>	
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Above evaluation matrix is valid subject to willingness of the firm to agree to GSL's requirements like willingness to lease a portion of its own facility to GSL for construction and repair of vessels and crafts. An undertaking is to be submitted along with the proposal.

NON – DISCLOSURE AGREEMENT

This Agreement is made this day of Two thousand and _____ by and between

Goa Shipyard Limited, a Government of India Undertaking under the Ministry of Defence. It is a Company registered under the Companies Act, 1956, having its registered office at Vaddem, Vasco da Gama, Goa, India (hereinafter referred to as ‘GSL’) of the one part;

AND

Ms/ -----, a Company/ Firm registered under -----
-----and having its registered office/ principal place of business at -----
----- (hereinafter referred to as “_____”) of the second part;

(GSL/ and ----- hereinafter singly referred to as the “Party” and collectively referred to as the “Parties”).

WHEREAS, GSL and _____ wish to pursue exploratory discussions concerning a potential co-operation between them with respect to _____ (hereinafter referred to as the “Purpose”).

WHEREAS, during the course of such exploratory discussions and a possible cooperation, it may become desirable or necessary for the Parties hereto to disclose to each other certain technical or business information of a proprietary or confidential nature (hereinafter referred to as "Confidential Information"); and

WHEREAS, the Parties hereto are willing to provide for the conditions of such disclosure of Confidential Information and the rules governing the use and the protection thereof;

NOW IT IS HEREBY AGREED among the Parties as follows:

1. “Confidential Information” is defined as any and all information of any kind, whether in written or electronic format, oral or otherwise, and whether or not labeled as “Confidential”, including without limitation, information relating to the business, financial condition, marketing strategies, know-how, specifications for vessels, plans, general arrangement plans, production schedule, drawings, calculations, samples, models, suppliers, customers, operations, pricing, technical information, trade secrets, patent, intellectual property rights, Tender / RFP documents from customers either in part extract or in full, contract terms and conditions and all information of any kind relating to the Parties, their respective shareholders and/or related or associated companies which are disclosed, submitted or whatsoever made available by or on behalf of one Party to the other Parties or to their employees, officers, advisors or agents (hereinafter collectively referred to as “Personnel”) for the Purpose of or in connection with the Purpose, after the date of this Agreement.

2. "Disclosing Party" means the Party disclosing Confidential Information.
3. "Receiving Party" means the Party receiving Confidential Information.
4. Receiving Party agree and undertake:
 - (a) to hold the Confidential Information of the Disclosing Party in the strictest confidence and not to at any time disclose or use or permit to be disclosed or used any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purpose; and
 - (b) not to disclose or divulge the Confidential Information of Disclosing Party to any person whatsoever without the prior written consent of the Disclosing Party, except to those persons more particularly identified in paragraph 5(a) below.
5. Receiving Party hereby agree to do all of the following:
 - (a) to restrict the dissemination, circulation and supply of the Confidential Information of Disclosing Party or any part thereof to its Personnel who are directly involved with the Purpose and only to the extent necessary for each of them to perform their duties;
 - (b) to make their respective best endeavours to ensure that none of their Personnel will do any act, matter or thing which, if done by that Party would constitute a breach of the obligations of that Party under the terms of this Agreement;
 - (c) to take all reasonable action to prevent unauthorized disclosure or use of the Confidential Information of the Disclosing Party;
 - (d) to inform their Personnel who may have access to the Confidential Information that such information should be kept in the strictest confidence.
6. The confidentiality obligations herein shall not apply, however, to any part of the Confidential Information which:
 - (a) prior to the date hereof, is in the public domain or hereafter comes into the public domain other than as a result of a breach of this Agreement;
 - (b) is explicitly approved for release by written authorization of the Disclosing Party;
 - (c) was known to the Party receiving the Confidential Information at the time of disclosure as shown by written records in existence at time of disclosure;
 - (d) was lawfully obtained by the Receiving Party without breach of this Agreement and otherwise not in violation of the Disclosing Party's rights;
 - (e) is required to be disclosed by applicable law, by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority provided that the Recipient promptly informs the Disclosing Party in writing about such court order or other disclosure requirement, duly enclosing supporting evidence;
 - (f) is independently developed by the Receiving Party without breach of this Agreement;

7. This Agreement will come into effect on signing by both Parties (effective date of the Agreement) and remain in force for a period of _____ years from the effective date. This Agreement may be terminated by either Party by giving a written notice of 30 days to the other Party. Upon termination, the Receiving Party shall stop making use of the Confidential Information.
8. Subject to the provisions in clause 6 and notwithstanding termination of this Agreement, the obligations of confidentiality contained herein shall continue in effect until five (5) years after expiry of the period of this Agreement or termination of this Agreement.
9. The Parties acknowledge and agree that all Confidential Information disclosed by or on behalf of the Disclosing Party shall remain the property of the Disclosing Party. Upon request by the Disclosing Party and at the /Disclosing Party's direction, the Receiving Party shall forthwith:
 - (a) return all documents and other materials containing such Confidential Information together with all copies and reproductions thereof: or
 - (b) destroy all documents and other materials containing such Confidential Information together with all copies and reproductions thereof and confirm such destruction to the Disclosing Party in writing within thirty (30) days of the request being made.

Provision of returning or destroying shall not apply to copies of electronically communicated Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies of it which must be stored by the Receiving Party or its advisers according to provisions of mandatory law, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality under this Agreement but no further use shall be permitted as from the date of the request.
10. No license, right, patent(s), patent applications, copyrights or other intellectual property rights, whether expressed or implied, in the Confidential Information is granted by any Party to the other Party to use the Confidential Information other than in the manner and to the extent authorized by this Agreement.
11.
 - (a) Parties acknowledge that they are aware and fully understand that in the event of any breach of this Agreement by the Receiving Party or their Personnel, then the Disclosing Party could suffer substantial loss and damage which monetary damages cannot adequately remedy.
 - (c) The Receiving Party acknowledges that the Disclosing Party shall be entitled to specific performance, injunctive and other equitable relief in enforcing the obligations in this Agreement in addition to all other remedies available in law.
12. The Disclosing Party makes available the Confidential Information on "as is" basis and does not warrant that any of this information it discloses is complete, accurate, free from defects or third party rights, or useful for the Purpose or other purposes of the Receiving Party.

13. The Agreement does not (i) create a partnership, joint venture or any other business relationship or undertaking between the Parties; or (ii) require consideration for any information received.
14. The Parties hereby acknowledges that the Disclosing Party would suffer prejudice in the event of the breach of the terms and conditions set forth herein. Receiving Party hereby undertakes to indemnify and hold the Disclosing Party and any of their Representatives harmless from and against any damage, liability, loss, claim and expense (including reasonable attorneys' fees) whatsoever resulting from the failure to comply with any of the obligations binding upon the Receiving Party under this Agreement. Receiving Party hereby agrees that such indemnification right shall not prevent the Disclosing Party to seek any injunction or similar remedies available.
15. **DISPUTE RESOLUTION**

In the event of any question, dispute or differences arising under the Agreement (including a dispute relating to the validity or existence of this Agreement), the parties agree to settle the same amicably by mutual discussions within a period of 30 (Thirty) days of service of a written notice from either party to the other party, referring / raising the dispute, to resolve the dispute in good faith. (ii). If the Parties fail to resolve the dispute within the aforesaid period of 30 (Thirty) days, then by consent of Parties, it is agreed that Chairman & Managing Director of Goa Shipyard Limited (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 dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and the 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. (iii). Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto, shall be determined at the discretion of the arbitrator. (iv). The seat and venue of the arbitration proceedings shall be Vasco-da-gama, Goa or such other place, as the arbitrator may decide.
16. The award of the Arbitrator shall be final and binding on the parties. The language of the Arbitration shall be English. The seat and venue of Arbitration proceeding shall be Mumbai, India. Parties acknowledge that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek from a Court having jurisdiction in the state of Goa, injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.
17. This Agreement is governed by and interpreted in accordance with the laws of the Republic of India.

18. No delay by the Parties in exercising any right, power or remedy under this Agreement shall be deemed as a waiver or acquiescence thereof nor shall it restrict or affect the Party's right or powers under this Agreement. No waiver of any term or condition to this Agreement shall be effective unless made in writing.
19. Any amendments to this Agreement shall only be effective if agreed in writing and signed by all Parties.
20. This Agreement shall be binding on the heirs, permitted assigns and successors in title of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first above written.

For and on behalf of
Goa Shipyard Limited

WITNESSES:

By _____

1. _____

Name:
Title:

Name:
Title:

2. _____

Name:
Title:

For and on behalf of

M/s.-----

By _____

1. _____

Name:
Title:

Name:
Title:

2. _____

Name:
Title:

CHECK LIST FOR PARTICIPATING FIRM

Sr. No	Question	Bidder's response (YES/NO)
1.	Is the bidder a registered company in India? If no, please specify.	
2	Undertaking for agreement to accept GSL's terms & conditions/ methodology for project execution.	
3	Does the bidder have the requisite production capacity available to execute the jobs indicated in the EOI document? if Yes please furnish the Certificate / Proof.	
4	Does the bidder have the requisite experience to execute the jobs indicated in the EOI document? if Yes please furnish the Certificate / Proof.	
5	Does the bidder have the requisite manpower to execute the jobs indicated in the EOI document? if Yes please furnish the Certificate / Proof.	
6	Does the bidder have the financial capability indicated in the EOI document? if Yes please furnish the Certificate / Proof.	
7	Does the bidder have the available capacity for execution of projects indicated in the EOI? if Yes please furnish an undertaking.	
8	Is the firm 'Black Listed' by any Govt. or Indian State Govt. agency for any reason, whatsoever? (Self-certificate to be attached)	
9	Has the firm signed 'Non-Disclosure Agreement' with GSL? If yes, please furnish a copy.	
10	Has the firm signed 'Integrity Pact' with GSL? If yes, please furnish a copy.	

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 100)

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 **Shri.**_____ (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 M/s _____ 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 _____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.

3.14 The Bidder shall not approach the Courts while representing the matters to the IEMs and shall await their decision in the matter.

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) – Not applicable**

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) Shri Paul Antony, IAS (Retd.)
No. 70, GCDA Road, Periyar Gardens,
Thottakattukara,
ALUVA-683108, email: paulantony@gmail.com
- ii) Smt. Anita Pattanayak, IA&AS (Retd.)
No. 1523, Pocket B&C,
Sector A, Vasant Kunj,
Abdul Gaffar Khan Marg,
New Delhi-110057, email: pattanayakA@cag.gov.in

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

Witness

1. _____

1. _____

2. _____

2. _____

FORMAT FOR FINANCIAL CAPABILITY

Sl. No	FY	Annual Turnover	Profit after Tax	Net worth as at the end of the financial year	Credit Rating

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 details provided above by M/s _____ (name of the Applicant) is verified by me and found correct.

Name of the Authorized Signatory representing Auditing firm: Designation:

Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm.

UDIN :

GENERAL TERMS AND CONDITIONS

1. EOI should be submitted along with prescribed documents only.
2. EOI received after due date and time will not be accepted. No further correspondence on such responses shall be entertained.
3. Respondents, if so desire, may be present in 'EOI Opening' on production of authorization / Identity certificate. Only one person from each firm will be allowed to be present. However, no separate intimation shall be sent by GSL in this aspect.
4. EOI submitted should be free from correction, over-writing, use of white Ink etc. However if any correction is inevitable, the same be authenticated with signature and seal of the firm.
5. All the information/details required to be properly filled in EOI and no column should be left blank or should not be filled with ambiguous/ incorrect details.
6. Each page of EOI (**including Annexure**) should be dated and signed along with seal of the firm.
7. Canvassing in any form shall render the submitted EOI liable for rejection.
8. The firm has to comply with mutually agreed non-disclosure agreement in the event of placement of order.

9. Standard Note:-

I. For the purpose of this EOI 'Firm' or collaborator means a proprietary/partnership/LLP firm with a legal entity recognized under Indian laws, and in case of a foreign company, should be registered under the laws of such foreign country and eligible to participate in Government of India bid process.

II. The firm shall not be in the list of entities blacklisted/ barred from participating in any tender of Government of India or any PSUs.

III. Applicants may regularly visit the above website to keep themselves updated regarding clarification/amendments/ time extension etc, if any against the above EOI.

IV. The bidder / interested Party must have a valid GST registration certificate.

For any query please contact:

(1) Vinayak R. Naik, AGM (OS) ; 0832-2516113; or email at
vinayaknaik@goashipyard.com

(2) Shreyash Kunde, Manager (OS) ; 0832-2517295; or email at
shreyaskunde@goashipyard.com

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

10. Evaluation Process

- a) The vendors will be shortlisted based on the evaluation/qualifying criteria given in this document.
- b) The evaluation process is to identify the capable firm for empanelling them for future collaboration, Enquiry/Tender.
- c) GSL Committee (Empowered Committee) shall evaluate proposals of the Vendors and all supporting documents & documentary evidence. The committee may seek additional documents as it deems necessary.
- d) The decision of the GSL Empowered Committee in the evaluation of proposals to the Expression of Interest shall be final. No correspondence will be entertained outside the evaluation process of the Committee.
- e) The Empowered Committee reserves the right to reject any or all proposals.

11. Cost of Response to EOI

The Vendors shall bear all the costs associated with the preparation and submission of its proposal, and GSL will not be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation process including cancellation of the EOI.

12. Content of Response

The firms are expected to examine the EOI documents carefully, including all instructions, forms, terms and specifications. Failure to furnish all required information may result in rejection of the vendors. GSL decision in this regard is final.

13. Clarification on Response

To assist in examination, evaluation and comparison of applications, GSL may at its discretion, seek from the vendors individual clarification if so required. The request for clarification and the response shall be in writing, fax or e-mail.

14. GSL's Right to Accept or To Reject Applications

GSL reserves the right to accept or reject any or all the Applications, either in part or full, or the right not to accept the Response, without assigning any reasons thereof, whatsoever. In case of any dispute GSL Evaluation Committee decision in the matter shall be final and legally binding on the Vendors.

15. Response: The Vendor's Response to GSL and any annotations or accompanying documentation shall be in English Language only.

16. All copies of documents submitted along with EOI should be clear, legible and self-certified by the Authorized representative of the Applicant.

17. GSL reserves the right to physically check the original documents / certificates, the copies of which are submitted along with EOI.

18. The Response shall be signed by a duly authorized person of the firm which is responding to the EOI, and in the case of a corporation, seal, or otherwise appropriately executed under seal.

19. Vendors shall clearly indicate their legal constitution and furnish documentary evidence thereof by way of authenticated copies of relevant documents and the person signing the proposal shall state his capacity and also the source of his authority to bind the vendors. The power of Attorney or authorization, or any other document constituting adequate proof of the authority of the signatory to bind the vendors, shall be annexed to the proposal submitted. GSL may reject out- right any Response unsupported by adequate proof of the signatory's authority.

20. The documents of response must be forwarded through e-mail (as given in section A) / sent through Speed Post / Courier in complete in all respects. Incomplete/ late Responses are liable to be rejected. Physical documents (if any) are to reach to the contact person within the due date / time of offer submission. Same is the responsibility of the bidder / responder.

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

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

S.No.	Page No of EOI	Clause of the EOI	Clarification Required

N.B: GSL will endeavour to provide timely response to all queries. However, GSL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does GSL undertake to answer all the queries that have been posed by the applicants.

24. Patent and Copyrights

Collaborator should assure GSL that there is no infringement of any patent or industrial or intellectual property right occasioned by the supply, transfer of designs, documents and connected materials, which are the subject matter the Supply / Purchase order or Contract materials, which is likely to be concluded in case your firm is selected.

An undertaking by the service provider to indemnify GSL against all costs, expenses and claims of damages made by the third party arising from any alleged infringement of patent or industrial/ intellectual property rights arising or resulting from use of the materials is to be provided. All documentation, results/reports/data used for the respective Cases will be the sole property of GSL.