

EXPRESSION OF INTEREST

NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR
EMPANELMENT OF INDIAN BIDDERS FOR CYBERSECURITY
SOLUTIONS FOR MARITIME APPLICATIONS

COCHIN SHIPYARD LIMITED

Administrative Building, Shipyard Campus, Perumanoor (PO), Kochi – 682015, Kerala, India

Disclaimer

This Expression of Interest (EOI) is issued solely for the purpose of inviting qualified firms to express their interest in associating Cochin Shipyard Limited (CSL) for the “Empanelment of Indian Bidders for Cybersecurity Solutions for Maritime Applications”. This EOI does not constitute a binding offer or agreement and does not create any legal obligation on the part of CSL.

Submission of a response to this EOI does not guarantee selection or the award of any contract, nor does it entitle the respondent to any claims against CSL for any costs or expenses incurred during the preparation or submission of the EOI response.

CSL reserves the right to modify, suspend, or terminate this EOI process, wholly or in part, at any stage without prior notice or assigning any reason. CSL also reserves the right to accept or reject any or all responses at its sole discretion, without assigning any reason or incurring any liability.

Participation in this EOI process implies unconditional acceptance of all terms stated in this disclaimer. Respondents are advised to independently assess and verify any information provided in this EOI document before making any submissions.

By responding to this EOI, the applicant agrees that all decisions made by CSL regarding the EOI process shall be final and binding.

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EXPRESSION OF INTEREST (EOI) For Empanelment of Indian Bidders for Cybersecurity Solutions for Maritime Applications

Cochin Shipyard Limited (CSL), a premier Government of India enterprise, is expanding its global footprint to deliver world-class Ship Building and Ship Repair Unit Services to international markets. As part of this vision, CSL invites Expressions of Interest (EOI) from qualified Indian entities for the “Empanelment of Indian Bidders for Cybersecurity Solutions for Maritime Applications”.

1. About Cochin Shipyard Limited

CSL, a Government of India enterprise under the Ministry of Ports, Shipping and Waterways, stands as a hallmark of excellence in India's maritime sector. Established under the Companies Act, 1956, CSL has solidified its reputation as a leader in shipbuilding and ship repair, serving both defence and commercial clients with unmatched expertise. With a strong presence across multiple locations, CSL is celebrated for its advanced capabilities, unwavering commitment to quality, and a legacy of delivering innovative maritime solutions. From crafting cutting-edge warships to maintaining the efficiency of commercial fleets, CSL continues to drive innovation and bolster India's maritime infrastructure.

CSL is a globally renowned leader in shipbuilding, delivering state-of-the-art vessels to clients across continents. With a legacy of excellence, CSL has built an impressive portfolio, including high-tech ships for defence including aircraft carrier, commercial shipping, and offshore industries. Leveraging cutting-edge technology, world-class infrastructure, and a skilled workforce, CSL has earned a reputation for quality, reliability, and timely delivery, solidifying its position as a trusted partner in the global maritime industry.

CSL has set new standards in India's ship repair industry, boasting an impeccable track record of over 2,500 successful repair and refit projects. Its expertise spans a wide range of vessels, including tankers, dredgers, passenger vessels, and seismic and geological research vessels. Remarkably, CSL is the only shipyard in India equipped to handle aircraft carrier refits, underscoring its technical prowess. Its portfolio also includes advanced projects such as jack-up rig upgrades and mobile offshore drilling unit enhancements, reflecting a commitment to innovation and precision engineering.

CSL enjoys long-standing collaborations with the Indian Navy and Coast Guard, highlighted by an MoU with the Southern Naval Command to provide emergency docking within 24 hours. Beyond defence, CSL partners with governmental entities, including the Union Territory of Lakshadweep, to ensure the reliability of their fleets. Taking its vision further, CSL has established a state-of-the-art Maritime Park at ISRF, attracting globally renowned firms and

fostering industry partnerships. This hub of maritime innovation is a testament to CSL's commitment to nurturing collaboration and advancing India's maritime ecosystem.

CSL, with its extensive ship repair presence across both the East and West coasts of India, is well-positioned to be the premier choice for ship repair services in the country. With a highly skilled and experienced workforce, coupled with a wide network of offices and divisions throughout India, CSL is equipped to meet the diverse needs of the maritime industry. The company boasts exceptional infrastructure designed to cater to the growing market demand for ship repair services

1.1. C-SAS Division (CSL Strategic & Advanced Solutions)

CSL, with a legacy over five decades is well poised to leverage its Technical Capability, Naval Architecture Knowledge, System Integration experience and know-how to develop a strong & sustainable service-based business in maritime sector. CSL Strategic & Advanced Solutions ('C-SAS') is formed to enable CSL venture into the arena of strategic and knowledge driven future technologies in the maritime sector.

The major objectives of the C-SAS division are envisaged to be as follows:

1. Identification of systems and technologies, which can be indigenously manufactured by partnering with global technology companies through various methods of collaboration including transfer of technology.
2. Establishing an eco-system for manufacturing, testing, commissioning assistance and after sales service of the above identified systems/ items through internal resources or through identified partners
3. Identification of futuristic advanced technologies which can be extended for marine applications.
4. Become an 'In-House' knowledge-hub for handling any special technical requirements for ship building and ship repair
5. Invest in start-up ecosystems through suitable business models
6. Through sustainable long-term initiatives, establish the Division as a market leader in the maritime knowledge-driven business and future technologies in India and South East Asia region

As the ship Building market is expected to experience significant growth in the next 8–10 years, CSL is strategically focusing on enhancing its capabilities by partnering with dynamic and qualified firms specializing in the Cybersecurity Solutions for Maritime Applications. In its quest to deliver world-class cybersecurity capabilities, Cochin Shipyard Limited (CSL) is inviting proposals from qualified Indian entities with proven expertise in providing cybersecurity solutions. These partners will play a pivotal role in supporting CSL's vision by delivering high-quality, innovative cybersecurity solutions tailored to meet the needs of diverse maritime stakeholders.

Together, CSL and its collaborators will pioneer a new era of maritime innovation, ensuring mutual growth, enhanced operational efficiency, and a stronger global presence. This is an unparalleled opportunity to collaborate with India's leading shipyard and contribute to shaping the future of cybersecurity solutions for the global maritime industry.

2. Objectives of EOI

The objective of this Expression of Interest (EOI) is to identify qualified Indian entities for empanelment, in order to partner/associate for customized products and services in the cybersecurity domains listed in the categories, which could be primarily used for the maritime and allied applications, though not exclusively limited to it. Prospective Entities shall be technically and financially competent with verifiable experience in cybersecurity solutions with design and development facilities available in India. Based on evaluating the EOI responses, CSL reserves the right to shortlist and empanel the qualified Bidders. Subsequent to this EOI, during the project opportunities in the respective technical domains, the empanelled Bidders shall be considered for the limited tender procurements. The validity shall for a period of Three (03) years.

3. Scope of Services

CSL is in the process to empanel Indian Entities for cybersecurity solutions for maritime applications. The EOI responses submitted by the Bidders shall be scrutinized by CSL, techno-commercially evaluated and qualified Bidders shall be empanelled.

3.1. Categories of services under EOI

For the purpose of this EOI, the technical categories of interest are mentioned below.

- A. Cybersecurity products for maritime applications
- B. Cybersecurity services for maritime applications

The specific technical details pertaining to Category A & B are detailed in the Appendix-2. The entities shall participate & share response to the EOI if satisfying/confirming to any one of the conditions mentioned below, based on their domain expertise, experience & infrastructure capabilities

- (i) Eligible for any one category out of (A), (B)
- (ii) Eligible for both categories out of (A), (B)

3.2. General requirement

3.2.1. Generate customized solutions for the CSL based on the given requirements

The Empanelled Entity shall collaborate with CSL to generate customized solutions that meet the requirements of CSL for maritime applications. The Bidder shall respond to inputs provided

by CSL to customize marine-compatible solutions that are innovative, feasible, and cost-effective.

3.2.2. Provide necessary technical support during the bidding of prospective projects

The Empanelled Entity shall provide necessary technical support during the bidding process of prospective projects in connection with the technology developed based on this EOI. This shall not be limited to developing concept designs, preparing budgets to be used during the bidding process.

3.2.3. Prepare detailed technical Document

The Empanelled Entity shall assist CSL in preparing the detailed technical documents including but not limited to viz, comprehensive concept of operation documents, system architecture, software design and development documentations, software Bill of Materials, Firmware design document (if applicable). Collaborate with stakeholders to ensure alignment and continuously update documents throughout the design process. The documents shall provide a clear understanding of the software products and services, and shall serve as a key reference during the design, testing, manufacturing, and integration phases to ensure secure and resilient system development.

4. Eligibility Criteria

To ensure the selection of capable and reliable representatives, CSL has outlined specific eligibility criteria for applicants. These criteria are designed to assess the applicant's technical expertise, industry experience, organizational capacity, and commitment to meeting CSL's high standards of performance and integrity. Only applicants who meet these requirements shall be considered for further evaluation in the EOI selection process.

4.1. General

- i. The applicant shall be a single firm/entity. Consortiums are not eligible to participate.
- ii. Subsidiaries of parent companies are eligible to participate and may claim the experience of the parent company for pre-qualification purposes.
- iii. The promoters/ owners of the Indian company shall be Indian National(s). The entity must be a wholly-owned Indian company.
- iv. In the case of past mergers or acquisitions, applicants must submit satisfactory documentary evidence to substantiate their claims of relevant experience for pre-qualification.
- v. Any past changes in the applicant's name must be supported with satisfactory documentary proof

- vi. The applicant shall not be under any declaration of ineligibility issued by the Government of India, State Governments, or Public Sector Undertakings or by any Government or statutory body
- vii. ISO Certifications: Should have ISO 9001:2015 or higher equivalent certification and ISO/IEC 27001:2013 (or later) certification for Information Security Management as on the date of submission of bid.
- viii. The applicant must have a physical presence or an office in India

4.2. Technical Experience

The applicant must demonstrate prior experience relevant to the duties outlined in this EOI. The applicant shall have experience and able to substantiate with relevant proofs for each category as per the clause 3.1. Applicants must disclose any existing commitments to other yards for maritime applications, other industrial applications, agencies, or clients, including the duration of such commitments, supported by relevant documentation.

4.3. Financial Capability

- i. The applicant must have a positive net worth for the last Three years.
- ii. Applicants must provide a certificate from their statutory auditor/ Chartered Accountant, substantially in the format specified in **Appendix 3**, certifying the net worth of the firm. The certificate should also confirm that the methodology used to calculate net worth aligns with the definition specified in **Appendix 3**.
- iii. Applicants must submit:
 - a. A certified declaration (Refer Appendix 3) from the statutory auditor/Chartered Accountant.
 - b. Audited balance sheets for the last Three financial years.
 - c. Annual turnover details and net worth details for the last Three financial years, as part of their submission for the EOI.

5. Application Requirements

Interested firms/ agencies are required to submit a comprehensive application, which should include the following details and supporting documents. (Required document corresponding to each point is indicated in the Appendix-1)

5.1. General Information

- i. Full name, address, and contact details of the applicant firm/entity
- ii. Details of the authorized representative, including name, designation, email address, and contact number.
- iii. Proof of legal entity (Certificate of Incorporation, Registration Certificate, or equivalent)
- iv. Documents to verify the regulatory compliance and standards followed by the Bidder

5.2. Technical Information

- i. A detailed profile of the firm, including its history, organizational structure, and key areas of expertise.
- ii. Documentary evidence of relevant technical experience, demonstrating the firm's capability to perform the duties outlined in this EOI. Required documents are indicated in the Appendix-1.
- iii. The Bidder should possess technical infrastructure/in-house facilities suiting the requirement categories specified as per clause 3.1.
- iv. Disclosure of any existing commitments with other shipyards, agencies, or clients, specifying the nature and duration of these commitments, along with supporting documentation. Applicant to ensure compliance of its confidentiality obligations with third parties while providing details/documentary proof of technical experience CSL shall not assume any liability for any third-party claims for breach of confidentiality obligation. However, confidentiality obligations shall not excuse a party from providing documentary evidence of technical expertise.

5.3. Financial Information

- i. Certificate from the statutory auditor/ Chartered Accountant, substantially in the format specified in **Appendix 3**, certifying the applicant's net worth and confirming compliance with the requirements under this EOI.
- ii. Copies of the audited balance sheets for the last Three financial years.

5.4. Legal Compliance

- i. Declaration that the applicant is not under any declaration of ineligibility issued by the Government of India, State Governments, Public Sector Undertakings, or any government or statutory body.
- ii. Self-certification of compliance with applicable laws and regulations in the applicant's jurisdiction.

5.5 Applicant not eligible to participate

- i. The applicant should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.
- ii. The applicant should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the application. The applicant should submit a declaration to this effect in the format specified in Appendix-14
- iii. Applicant should not have faced any action from CSL or its subsidiaries where any PO/work order for any project of CSL or its subsidiaries awarded to the Applicant was cancelled /terminated for non-performance and/or noncompliance with the terms of the contract.

5.6 Additional Documents

- i. Details of any mergers, acquisitions, or name changes in the past, along with supporting evidence.
- ii. The firm/ entities must comply with CSL's General Terms & Conditions related to the purchase of materials/ services. Firms that do not comply with these terms and conditions will be disqualified from the EOI process.
- iii. ISO Certificates: Should have ISO 9001:2015 or higher equivalent certification as on the date of submission of bid. In addition, the bidder must have ISO/IEC 27001:2013 (or later) certification for Information Security Management.
- iv. Other information or documents deemed necessary to support the application and establish the applicant's eligibility as mentioned in the Appendix 1.

5.7 Submission Instructions:

- i. All documents must be submitted in English and certified where applicable.
- ii. The application must be submitted in hard copy (one set) to the designated postal address and a softcopy send electronically to the designated email address as per 5.7 (v).
- iii. The deadline for submission is 23rd December 2025, and applications received after this date will not be considered.
- iv. For any clarifications or queries, applicants may contact;

Shri. Anish S

Deputy General Manager (C-SAS)

E mail: anish.s@cochinshipyard.in Mob No: 9895705060

- v. EOI along with duly filled format and requisite copies of certificates/ supporting documents as applicable shall be forwarded to;

Deputy General Manager (C-SAS)

Cochin Shipyard Limited,

Perumanoor (PO), Kochi – 682015, Kerala, India.

E mail: anish.s@cochinshipyard.in

- vi. Incomplete or non-compliant applications may be disqualified at the sole discretion of the evaluation committee.
- vii. Last date of intimation to CSL about the willingness to participate in the Prebid meeting: 01st December 25
- viii. The last date for submission of application for empanelment shall be 23rd December 2025

6. Selection Process

- 6.1. **Methodology:** CSL intends to receive Expressions of Interest from Indian firms/ companies/ entities interested in the cybersecurity solutions in maritime applications. CSL reserves the sole right to determine the selection process and its decision shall be final and binding on all applicants.
- 6.2. **NDA:** As a mandatory requirement of this EOI, the applicant Firm shall execute and submit an NDA in the format enclosed with this document as **Appendix 4**. Failure to submit a duly signed NDA along with the proposal will result in the disqualification of the applicant from the EOI selection process. The NDA shall be signed before the Prebid meeting, or the representative who attend the Prebid meeting shall handover the signed copy before the pre-bid meeting.
- 6.3. **Pre-bid meeting:** A pre-bid meeting is scheduled to take place on 05th December 25 at CSL to facilitate further interaction with potential bidders and address any queries they may have. It is mandatory to attend the pre-bid meeting by the prospective entities in person at CSL office at the specified date and time. Interested Entities are kindly requested to notify CSL of their intention to participate in the pre-bid meeting by 01st December 25 via email indicating, the queries to be addressed during the meeting to the following email address anish.s@cochinshipyard.in. The email shall be clearly indicating subject as (EOI: Prebid meeting request by "Firm name"). Also, the NDA shall be signed with CSL by the interested Entities before the pre-bid meeting.
- 6.4. **Evaluation:** Eligible firms/ companies/ entities will be evaluated through a transparent and structured evaluation process based on the details listed in clause 5 and documents submitted as per Appendix-1. Based on this evaluation, firms/ companies/ entities meeting the requisite criteria will be notified, and an agreement will be executed between CSL and the selected firms/ companies/ entities for a period of three (3) years.
- 6.4.1. **Evaluation criteria:** The evaluation of the EOI responses shall be based solely on the documents submitted by the participating firms/entities, as outlined in Appendix 1, and in accordance with the instructions provided in the EOI. The evaluation criteria, parameters, and associated weightage values for calculating the scores of the participating firms/entities are as follows:

Evaluation Criterion						
Criterion	Primary parameters to be used for evaluation	% Weight	Secondary parameters to be used for evaluation	% weight	%	Ref. Clause
Criterion 1	Previous Experience & Orders executed (including project	40%	Orders executed (orders with similar specification as per Eoi)	80%	32.00%	5.2 (ii)

	portfolio, orders in progress)		Project Portfolio	10%	4.00%	5.2 (i)
			Orders in progress	10%	4.00%	5.6 (viii)
Criterion 2	Technical expertise and firm capabilities, including demonstration of experience, in-house resources, and technical infrastructure	40%	Technical infrastructure and In-house facilities (by document)	20%	8.00%	5.2 (iii)
	Team expertise and Manpower availability		20%	8.00%	5.2 (ii)	
	Detailed presentation indicating the Firm capability to meet CSL requirements					
Criterion 3	Financial stability including positive net worth, annual turnover and order value	20%	Positive net worth for last 3 financial years	30%	6.00%	5.3 (i) & (ii)
			Annual turnover (Average of last 3 FY shall be more than 5 Crore INR)	30%	6.00%	5.3 (i) & (ii)
			Order value requirement can be met through:	40%	8.00%	5.3 (i) & (ii)
			(i) Single order ≥ 80% of ₹50 Lakhs			
			(ii) Two orders each ≥ 50% of ₹50 Lakhs			
			(iii) Three orders each ≥ 40% of ₹50 Lakhs			
Total		100%				

6.4.2. Participant firms/ entities will be ranked according to the evaluation criteria mentioned above. The Firms/ Entities satisfying both the conditions mentioned below shall be shortlisted based on the evaluation procedure.

- a. The total score of the participant Firms/Entities to be greater than or equal to 60%

And

- b. The arrived weighted score of every criterion to be greater than or equal to 50% of the maximum achievable weighted score of the respective criterion.

6.4.3. The above shortlisted entities shall be ranked based on the value of their scores. And, from the rank list, a maximum of five entities/ participants shall be empanelled, based on the order of their rank. In the event that two or more entities have identical scores at the last rank, all such entities shall be considered for empanelment.

- 6.4.4. Subsequent to this EOI, during the project opportunities, the empanelled bidders shall be considered for the limited tender procurements. The validity shall for a period of Three (03) years.
- 6.4.5. CSL reserves the right to visit the premises of the bidder's client to obtain clarifications or confirmation directly from the bidder's clients. The Bidder shall furnish necessary contact details and co-ordinate for obtaining approval / consent for the above-mentioned visit whereas travelling and all other expenses for the same shall be borne by CSL.
- 6.4.6. CSL shall also visit the Bidder's premises, if necessary, to verify the data submitted by the Bidder during the bid submission stage and to check the capability of the Bidder, with short notice to the Bidder. Any glaring discrepancy observed during such visits shall result in disqualification of the offer without any written notice to the bidder.
- 6.5. **Conflict of Interest:** Applicants must provide professional, objective, and impartial services, prioritizing CSL's interests at all times. They must avoid conflicts with other assignments, personal interests, or corporate objectives. Applicants are required to declare any existing or potential conflicts of interest, either directly or through partners, that may affect the work outlined in the Scope of Work, as part of their proposal submission.
- 6.6. **Right to Accept or Reject Proposals:** CSL reserves the absolute right to modify, expand, restrict, withdraw, or reject any EOI at its sole discretion, without assigning any reason.
- 6.7. **Clarifications:** During the evaluation of the EOI, CSL may seek clarifications from applicants at its discretion. Firms must respond promptly within the prescribed time frame. CSL also reserves the right to conduct inquiries with any clients listed by the applicant as part of their prior experience.
- 6.8. **Completeness of Application:** Applicants must ensure that their bid is complete in all respects and conforms to EOI terms and conditions, failing which the applications are liable to be rejected without seeking any clarifications on any exception/deviation taken by the applicant in their application.
- 6.9. **Submission of Forged Documents:** Applicants should note that CSL may verify authenticity of all the documents/ certificate/ information submitted by them against the EOI. In case at any stage of this process, if it is established that applicant has submitted forged documents/ certificates/ information towards fulfilment of any of the EOI conditions, CSL shall immediately reject the application of such applicant (s) or cancel/ terminate the contract and take such as other penal action as per applicable laws as deemed necessary.
- 6.10. **Language:** All proposals, including associated correspondence, must be submitted in English.

- 6.11. **Covering Letter:** Applicants must submit a covering letter clearly indicating their interest in participating in the Empanelment of Indian Bidders for the Cybersecurity Solutions for Maritime Applications as outlined in the EOI.
- 6.12. **Company Profile Details:** Applicants are required to provide the following details:
- i. Full legal name of the firm, date of establishment, and organizational type (e.g., individual, proprietorship, partnership, private limited company, public limited company, etc.). Include an organizational chart if applicable.
 - ii. Exact and complete corporate, registered, or home office address, business address, telephone numbers, fax numbers, email, and other contact details. Firms with foreign registry must indicate if they have branch offices in India and provide details in a similar format.
- 6.13. **Narrative Description of the Firm:** Applicants must submit a brief narrative description of their firm, excluding promotional brochures.
- 6.14. **Capabilities:** Applicants must describe their capabilities concerning personnel and facilities. CVs of proposed personnel should not be attached.
- 6.15. **Experience Details:** Applicants must provide documentation as proof of their experience and eligibility as specified in the relevant section of this EOI.
- 6.16. **Compliance:** Applicants must strictly adhere to all existing rules, guidelines, instructions, and procedures issued by CSL, as well as any amendments promulgated from time to time.
- 6.17. **Notification of Empanelment**
- i. CSL shall notify the successful applicant in writing that its application has been accepted.
 - ii. The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within Seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the empanelment.
- 6.18. **Cancellation of Letter of Empanelment**
- i. Empanelment can be cancelled in case any fraud is reported regarding the firm
 - ii. Empanelment may also be terminated pre-maturely if the empanelled entity becomes bankrupt or otherwise insolvent as declared by the competent court
- 6.19. By adhering to the above process, CSL aims to identify and engage highly qualified firms/ companies/ entities to effectively undertake the Empanelment of Indian Bidders for the Cybersecurity Solutions for Maritime Applications.

7. Terms of Engagement

The consideration for the services rendered, along with other terms and conditions governing the engagement, shall be detailed in a separate agreement to be executed between CSL and the selected entity. A draft agreement outlining the standard terms, ensuring alignment with CSL's policies and the scope of engagement, is provided in Appendix 15 of this EOI.

8. Governing Law & Jurisdiction

This EOI shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes, claims, or controversies arising out of or in connection with this EOI shall be subject to the exclusive jurisdiction of the courts at Ernakulam, Kerala.

9. Integrity Pact

As a mandatory requirement of this EOI, the applicant shall execute and submit an Integrity Pact in the format enclosed with this document as **Appendix 5**. The Integrity Pact aims to ensure transparency, fairness, and ethical practices in the selection process. Failure to submit a duly signed Integrity Pact along with the proposal will result in the disqualification of the applicant from the EOI selection process. By signing the Integrity Pact, the applicant agrees to adhere to its terms and conditions as a binding commitment to uphold integrity and accountability throughout the engagement with CSL.

Appendix 1: Documentation required for EOI Evaluation

Documentation required for evaluation as per Clause 5

As per Clause 5	Criteria	Document to be submitted for verification
5.1	General Information	
5.1(i)	Full name, address, and contact details of the firm/entity	Format for Submission for Organisation and structure (Refer Appendix-8)
5.1(ii)	Details of the authorized representative, including name, designation, email address, and contact number	
5.1(iii)	Proof of legal entity (The entity must be a wholly-owned Indian company. The bidder should have its own office/ work place in India (with a majority stake)	• Certificate of Incorporation • Certificate of registration or equivalent
5.1(iv)	Documents to verify the regulatory compliance and standards followed by the Bidder.	• Regulatory compliance, certificates • Company License, • GST Registration certificate • Valid vendor Registration • Certificates from Govt. organisations (if any)
5.2	Technical Information	
5.2 (i)	A detailed profile of the firm, including its history, organizational structure, and key areas of expertise.	• Profile of the firm including history, nature of the operations • Project Portfolio of the Firm • Detailed organization structure of the Firm
5.2 (ii)	Documentary evidence of relevant technical experience, demonstrating the firm's capability to perform the duties outlined in this EOI. Technical Experience: Indian entities who possess proven experience of minimum three years as mentioned under Category (A), (B) in Appendix 2, for Public / Private sectors, are eligible to participate in the EOI. However, bidders solely engaged in trading	• Notary Vetted copy of Purchase Order (P.O.)/ Work Order along with Completion Certificate issued by the client • Format for Submission of Experience: Relevant Project Completed and In-progress as per Appendix-2

	products related to these technical domains will not be considered eligible. (The Firm applying for multiple categories shall submit separate proof of documents for each category).	requirements (Refer Appendix-10) • Client testimonials, Honours or recognition received for timely completion or delivery of system (If any) Proofs for IP, Patents, Copyrights, (If any) • Summary reports or evidence of security hardening measures/ vulnerability assessment conducted in previous projects.
5.2 (iii)	Firm's capability demonstration (A) The Bidder should possess technical infrastructure/ in-house facilities suiting the requirement categories specified as per clause 3.1. The Bidder should have its own office/ work place in India with in-house design and development center. (B) The Bidder should have proven technical expertise infrastructure and human resources for security hardening techniques and cybersecurity assessment as per clause Appendix 2: Key Technical requirements (F). Additionally, bidder must specify the security tools and software utilized for vulnerability testing, analysis, reporting and documentation.	• In-house capability, technical infrastructure details, in-house office. The document shall include photos/ video clippings supporting the same. • A detailed technical presentation / technical report shall be provided by the Entity to support the claims. • The Firm shall provide a self-declaration/ certificate of expertise to prove the capability of the team in the relevant field of work as per CSL requirements specified. • The certificate shall include the details of total number of team members, qualification, experience range and certifications (as mentioned).
5.2 (iv)	Disclosure of any existing commitments with other shipyards, agencies, or clients, specifying the nature and duration of these commitments, along with supporting documentation. Applicant to ensure compliance of its confidentiality obligations with third parties while providing details/ documentary	Document disclosure by the Firm

	proof of technical experience CSL shall not assume any liability for any third party claims for breach of confidentiality obligation. However, confidentiality obligations shall not excuse a party from providing documentary evidence of technical expertise.	
5.3	Financial Capability	
5.3 (i)	Certificate from the statutory auditor/ Chartered Accountant, substantially in the format specified in Appendix 3, certifying the applicant's annual turnover and net worth for last Three years and confirming compliance with the requirements under this EOI. The evaluation will be based on the below, 1. Positive net worth of the Firm for the last 3 years 2. The average annual turnover during the last Three financial years (as per the last published Balance sheets), should be at least For Category A = INR 5 Crores For Category B = INR 5 Crores 3. The firm shall have executed projects within the last three financial years meeting the following order value requirement: (i) A single order with a value of at least 80% of ₹50 Lakhs, or (ii) Two separate orders each valued at a minimum of 50% of ₹50 Lakhs, or (iii) Three separate orders each valued at a minimum of 40% of ₹50 Lakhs.	• Format of Financial Capability (Refer Appendix 3) • Certificate from the statutory auditor / Chartered Accountant (Refer Appendix-3)
5.3 (ii)	Copies of the audited balance sheets for the last Three financial years.	• Financial Statements for the past Three years • ITR files of last Three years
5.4	Legal Compliance	
5.4 (i)	Declaration that the applicant is not under any declaration of ineligibility issued by the Government of India, State Governments, Public Sector Undertakings, or any government or statutory body.	Self-Declaration

5.4 (ii)	Self-certification of compliance with applicable laws and regulations in the applicant's jurisdiction.	Self-Declaration
5.5	Applicant not Eligible to Participate	
5.5(i)	The applicant should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.	Undertaking of financial stability
5.5(ii)	The applicant should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the application. The applicant should submit a declaration to this.	Declaration by the firm on Non-Debarred Status (Refer Appendix 14)
5.6	Additional Documents	
5.6 (i)	Details of any mergers, acquisitions, or name changes in the past, along with supporting evidence	Relevant documents
5.6 (ii)	The firm/ entities are required to comply with CSL's General Terms & Conditions related to the purchase of materials and services.	Refer to Appendix 15 for CSL's General Terms & Conditions related to the purchase of materials and services. The firm must comply with all the terms and conditions.
5.6 (iii)	ISO Certificates: Should have ISO 9001:2015 or higher equivalent certification as on the date of submission of bid. In addition, the bidder must have ISO/IEC 27001:2013 (or later) certification for Information Security Management.	Copy of certificate valid on the date of submission of the EOI response
5.6 (iv)	Declaration: The bidder is required to provide a declaration stating that critical technologies/ software will not be sourced from countries sharing a land boundary with India. Additionally, the bidder must submit a declaration ensuring that the software solution utilized contains no malicious content and free from all kinds of intellectual property infringement.	Self-Declaration or any other relevant documents

5.6 (v)	Duly notarized Power of Attorney authorizing the representative of the act on behalf of the Bidder for the purpose of this EOI	Format of power of Attorney (Refer Appendix 6)
5.6 (vi)	Covering letter indicating interest to undertake CSL project as per EOI	Format of Covering Letter (Refer Appendix 7)
5.6 (vii)	Solvency certificate	Format of Solvency Certificate (Refer Appendix 9)
5.6 (viii)	Present order book details of the Firm	Format for present order book (Refer Appendix-11)
5.6 (ix)	The Bidder should submit a compliance matrix	Format of Compliance Matrix (Refer Appendix 12)
5.6 (x)	Declaration by the Firm on the application	Format of Declaration by the Firm on the application (Refer Appendix 13)
5.6 (xi)	Draft agreement	Format of draft agreement (Appendix-16)

Appendix 2: Key Technical requirements

TECHNICAL AREAS, REQUIREMENTS & EXPERIENCE

Category	Technical domain	Qualification Required	Documents to submit
(A)	Cybersecurity products for maritime applications Hardened operating system (Requirement is indicated in Appendix 2:C)	Minimum 3 years of proven experience in successfully implementing security hardening practices for operating systems or embedded platforms to any public /private sector projects.	Refer Appendix - 1, 5.2 (ii)
(B)	Cybersecurity services for maritime applications Include but not limited to, i. Vulnerability Assessments, ii. Security Awareness Training, iii. Compliance and Regulatory Advisory iv. Security Architecture and Design consultation. (Requirement is indicated in Appendix 2:D)	Minimum 3 years of proven experience in the similar nature of works, particularly in cyber threat and vulnerability assessment and information security audit for public/private sector projects.	Refer Appendix - 1, 5.2 (ii)
(C)	<u>Requirement for Cybersecurity products for maritime applications, but not limited to</u> (i) The cybersecurity product shall be a cyber-resilient Linux-based operating system designed for maritime applications. (ii) The operating system shall be hardened in accordance with standard industry best practices. (iii) The OS distribution and architecture (32 bit or 64 bit) shall be flexible and configurable based on the specific application requirement and project needs. (iv) The license model shall be perpetual. The product shall be offered on a fixed price license basis, with validity for the empanelment period of three (3) years.		
(D)	<u>Requirement for Cybersecurity services for maritime applications, but not limited to</u>		

	(i) The cybersecurity services shall include, but not limited to, vulnerability assessment, security awareness training, compliance and regulatory advisory, security architecture and design consultation. (ii) The vulnerability assessment shall (but not limited to) cover networks, systems and applications relevant to maritime environments. The assessment shall include, but not be limited to: configurations reviews, access controls evaluation, identification of security weakness and potential threats. (iii) As per specific project requirements, services shall also include security awareness training, advisory on compliance with applicable cybersecurity regulations and standards, consultation on security architecture and design best practices. (iv) Provide actionable remediation guidance and issue a Security Clearance Certificate upon successful implementation, confirming that no critical or high-risk vulnerabilities remain. (v) The services shall be offered on fixed man-day basis and remain valid for the empanelment period of three years.		
(E)	For cybersecurity services in maritime application, the following is considered: Firm should be empaneled as an IT Security Auditing Organization with Indian Computer Emergency Response Team (CERT-in) as on date of bid submission.	The Firm shall submit Copy of letter issued by CERT-in shall be submitted	Refer Appendix - 1, 5.2 (ii)
(F)	For cybersecurity services in maritime application, the following is considered: Personnel deployed for conducting cybersecurity assessment shall have prior experience in cybersecurity assessment and relevant auditor certifications.	- Relevant auditor certifications such as CISA/CISM/CISSP/CEH/ISO 27001/ISO 27701 Lead Assessor/ISA or any other formal IT security auditor qualifications etc. - must have completed minimum 3 Information Security Audit for Central/State, Govt/PSUs/ Private entities within the last 3 years.	Refer Appendix - 1, 5.2 (ii)
(G)	The cybersecurity products and services shall comply with the following rules and regulations as wherever applicable:		

	(i) IACS UR E26 - Unified Requirement E26- Cyber resilience of ships - International Association of Classification Societies (ii) IACS UR E27 - Unified Requirement E27 -Cyber resilience of on-board systems and equipment - International Association of Classification Societies (iii) IMO Resolution MSC.428(98) – Maritime Cyber Risk Management in Safety Management Systems (iv) IMO MSC-FAL.1/Circ.3 – Guidelines on Maritime Cyber Risk Management (v) ISO/IEC 27001 & ISO/IEC 27002 – Information Security Management Standards Other Relevant product approval standard as per the project requirement.
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Table: 4 Technical requirements

Appendix 3: Financial Status of the Firm

Sl. No.	Last Three Financial Years	Annual Turnover	Net worth as at the end of the financial year
1			
2			
3			
4			
5			

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

Certificate from the Statutory Auditors/ 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 the firm:

Signature of the Authorized Signatory:

Seal of Audit firm

Appendix 4: NDA format to be signed by the Firm

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred as “NDA”) is entered on this _____, 2025 by and between;

Cochin Shipyard Limited, a Government of India Enterprise under the Ministry of Port, Shipping and Waterways incorporated as a company under the Companies Act, 1956 and having its registered office at Administrative Building, Perumanoor (PO), Ernakulam – 682015, represented by **Mr. Deepu Surendran, Chief General Manager (C-SAS,BD-SB and Basic Design)** (hereinafter referred as “CSL”, which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the FIRST PART

AND

_____, a _____ Company/LLP/Partnership/Educational Institution/Charitable Society/Trust/Proprietorship incorporated under the _____ Act, _____ and having its registered office/principal place of Business at _____ (Full postal address) _____ represented by _____ (Name & Designation) (& PAN in case of Proprietary concern) _____ (hereinafter referred as “_____”, which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART

For the purpose of this NDA, both “CSL” and “_____” are collectively called “Parties” and individually called “Party”.

Whereas –

- a. Parties wishes to pursue discussions and negotiation with each other for exploring the possibilities of entering into a potential commercial arrangement in connection with the Expression of Interest for the “Empanelment of Indian Bidders for the Cybersecurity Solutions for Maritime Applications” in the context of details shared during the Pre-bid discussions, project related discussions before and after empanelment of the Firm and during the project execution (hereinafter referred as “Business”).
- b. Parties contemplates that in connection with the proposed Business, both Parties may exchange certain information, material and documents relating to each other’s Business, assets, financial condition, operations, plans and/or prospects of their Businesses (hereinafter referred as “Confidential information”), where each of them considers the same as proprietary and confidential.

NOW THIS NDA WITNESSTH HEREIN AS FOLLOWS

1. This NDA shall be deemed to have been commenced from the date of its execution and be valid for a period of 10 years from the date of commissioning of the Business or the termination of any agreement or Memorandum of Understanding in connection with the Business whichever is later.
2. Confidential information for the purpose of this agreement shall mean and include any information disclosed by one party (hereinafter referred as "Disclosing Party") to the other (hereinafter referred as "Receiving Party") either directly or indirectly, in writing, orally, by inspection of tangible objects including but not limited to, documents, prototypes, samples, media, documentation, discs and code. Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, Business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future Business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
3. The Receiving Party shall under no circumstances disclose, reproduce, summarize and/or distribute Confidential Information and confidential materials of the Disclosing Party except in connection with the Business.
4. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
5. Confidential Information shall at all times remain the property of the Disclosing Party and shall not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
6. Receiving Party shall within Seven (7) days from the receipt of any written instruction from the Disclosing Party either return or destroy all originals, copies, reproductions and summaries of confidential information disclosed to the Receiving Party as Confidential information. Receiving Party further agrees to certify in writing to the disclosing party that it has satisfied its obligations under this clause. Provided the Receiving Party may retain a copy of such confidential information, if it is necessary to produce before any governmental or quasi-judicial authority.
7. Unless otherwise specifically agreed under this agreement, the Receiving Party shall disclose the confidential information only to its employees who are essential to know such information for the purpose of the Business under this agreement, on a need-to-know basis. In case, the receiving party needs to disclose any such confidential information with a third party for the Business, then the same shall be intimated in writing to the Disclosing Party and the Receiving Party shall enter into a Non-Disclosure

Agreement with such third party in similar lines with this NDA so as to protect the interests of the Disclosing Party.

8. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:
 - a. Is or will be in the public domain (other than through the receiving Party's unauthorized disclosure);
 - b. Is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or
 - c. Is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.
 - d. In the event, either party is receipt of any summons or directions arising out of any administrative or judicial process and is mandated to disclose any such information which shall fall within the meaning of confidential information under this NDA, then such Party who is in receipt of such instruction shall promptly notify the same to the Disclosing Party in writing along with a copy of such instruction/notice within 3 days from the date of receipt of such instruction.
 - e. Receiving Party shall disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope there of, as the Disclosing Party may reasonably deem appropriate.

Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this NDA. This Section shall survive the termination of this NDA for any reason.

9. Unless otherwise specifically agreed between the Parties under this NDA, neither Party shall use other Party's name, intellectual property rights nor disclose the contents of the Business in any publication, press release, broadcasting etc. For the purpose of this NDA, any intellectual property that originates from or is developed by either party prior to the execution of this NDA shall remain the exclusive property of that party.
10. That, the Parties to this NDA agrees that, the terms and conditions of this agreement and the confidential information in pursuance to this NDA are of a special, unique and extra ordinary character and that an impending or existing breach of any of the

provisions of this agreement would cause the other party irreparable injury for which it would have no adequate remedy at law and further agrees that the other party shall be entitled to obtain injunctive relief immediately prohibiting such breach without limiting their rights to get any other appropriate legal remedies. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss nor any lost profits, savings or Business opportunity regardless of whether a Party was advised of the possibility of the damage or loss asserted.

11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this NDA. This obligation shall include but not limited to the court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this NDA, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
12. Parties to this NDA agrees that, neither party is obliged to disclose all or any of the confidential information in pursuance to this NDA for any purpose other than that is specifically agreed hereunder. Parties are at their liberty to disclose any information to the other party under this NDA as it deems fit for the purpose of the Business.
13. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
14. This NDA is executed in duplicate, one copy for each party and each copy bearing the same legal effect.
15. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this NDA. Parties to this NDA are neither an agent of the other party nor authorized to obligate it.
16. If either party hereto at any time fails to require performance by the other of any provision of this NDA, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this NDA be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this NDA.
17. Unless otherwise specifically agreed between the Parties, this NDA doesn't create any obligations upon the Parties that, they shall enter into a Memorandum of Understanding or any other commercial agreement based on the discussions and disclosures under this NDA.
18. Except as otherwise expressly provided herein, this NDA is not assignable by any party.
19. In case of any dispute or differences arising out of this agreement, then the same shall be settled amicably between the Parties by way of mutual discussions and negotiation. If such dispute or differences could not resolve amicably within 60 days from the

commencement of such discussions or negotiation, then the same shall be referred to the courts of appropriate jurisdiction.

20. This NDA shall be governed by the laws of India. Subject to clause 19 any dispute or differences arising out of this NDA shall fall under the exclusive jurisdiction of courts at Ernakulam.

21. This NDA shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

IN WITNESS WHEREOF the parties hereto have executed this NDA as of the day and year first above written.

For Cochin Shipyard Limited

For *****

Authorised Signatory

Authorised Signatory

Witnesses:

1.

2.

Appendix 5: PRE-CONTRACT INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between Cochin Shipyard Ltd (CSL), A Government of India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Cochin, Kerala, India (hereinafter called the "PRINCIPAL") of the First part and M/s (Hereinafter called the "BIDDER/Seller") of the second part.

WHEREAS the PRINCIPAL proposes to procure 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 PRINCIPAL is a Government of India Enterprise.

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 PRINCIPAL to obtain the desired said stores/equipment/item at a competition 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 PRINCIPAL 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: -

1. Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, 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 on implementation process related to the contract.

- 1.2 The PRINCIPAL 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 The officials of the PRINCIPAL will report to the 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 PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL 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 PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

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 PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization 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 PRINCIPAL 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 of any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.

- 3.3** BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any, in the bid.
- 3.4** BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.
- 3.5** The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items 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 PRINCIPAL 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 negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of 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.
- 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, pass on to others, any information provided by the PRINCIPAL 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 PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL 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 transactions, directly or indirectly, with any employee or the PRINCIPAL.

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; BIDDER's exclusion from the tender process.

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 **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

(i) Bank Draft of Pay Order in favour of CSL.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL 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 if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

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 PRINCIPAL 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 PRINCIPAL 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 PRINCIPAL 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 PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (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 PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL 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 PRINCIPAL, 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 PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL 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 the future bidding processes of CSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.
- (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 PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL 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 PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

1.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items 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 subsystems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or 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 PRINCIPAL, if the contract has already been concluded.

8. Independent Monitor

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

Shri. Dr. Vinod Bihari Mathur, D302, Arborea Luxury Homes, Tarla Nagal, Near Doon Helidrome, Dehradun, Uttarakhand - 248001 Mobile: [9412054648](tel:9412054648)

Email: vbm.ddn@gmail.com

- 8.2** The task of the Monitor shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
- 8.3** The Monitor 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 Monitor has 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 Authority designated by the PRINCIPAL.
- 8.6** The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation 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, unlimited 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.
- 8.7** The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL

/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /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 PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10. Law and Place of Jurisdiction

10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

10.2 A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

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 extent 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 upto 3 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL 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 on

For & on behalf of PRINCIPAL
BIDDER Cochin Shipyard Limited

(Office Seal)

For & on behalf of
(Office Seal)

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

Appendix 6: FORMAT OF POWER OF ATTORNEY

To know all men by these presents that, I, _____, holding the post of _____ and competent authority of _____ (Name of the Bidder) do hereby constitute, appoint, authorise and nominate Mr. / Mrs. /Ms. _____ (Name of the Person(s), domiciled at _____ and 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 purpose of the EOI for the Empanelment of Indian Bidders for the Cybersecurity Solutions for Maritime Applications to sign and file relevant documents in respect of the above.

(Attested signature of Mr. _____)

For _____

(Name & designation of the member of Firm/ joint venture/Consortium)

Note: -.

1) *Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender, eg., as Sole Proprietor of the annexure concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the "Partnership Deed" should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into*

agreement, to fulfill the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender.

The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.

Note: - The Power of Attorney shall be duly notarized.

Appendix 7: FORMAT FOR APPLICATION FOR QUALIFICATION

Letter of Proposal / Bid-Covering Letter (On Applicant's Letter Head)

(Date and Reference)

To

Chief General Manager

Strategic and Advanced Solutions

Cochin Shipyard Limited

Perumanoor PO Kochi - 682015

Dear Sir,

Sub: Expression of Interest for Empanelment of Indian Bidders for the Cybersecurity Solutions for Maritime Applications at Cochin shipyard Ltd.

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 Empanelment of Indian Bidders for the Cybersecurity Solutions for Maritime Applications under (Specify the Category A or B) and state that:

1. All information provided in the Proposal and in the Appendices is true and correct.
2. We shall make available to CSL 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 have not applied for Corporate Debt Restructuring (CDR)/S4A or other debt restructuring processes or insolvency processes in the last three financial years and till the time of submission of the EOI.
5. 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 / Consortium leader)

Appendix 8: FORMAT FOR SUBMISSION 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 along with manpower details and their qualifications.

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

Note: Applicant to attach Certificate of Incorporation and shall be Notary Vetted.

Appendix 9: FORMAT FOR SOLVENCY CERTIFICATE

Certified that to the best of our knowledge and information (Insert name of applicant), a customer of our bank is respectable and can be treated as capable for executing the work up to a limit of Rs. (Rs.....)

It is clarified that this certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature

Manager, Bank

Note: This certificate may be issued on the letter head of the bank and addressed to the Chief General Manager (C-SAS), Cochin Shipyard Ltd.

Appendix 10: FORMAT FOR SUBMISSION OF EXPERIENCE: RELEVANT PROJECTS COMPLETED

Please fill in information about the relevant projects completed during last Five years related to the Category for which the Firm is applying.

Name of company:

Sr. No.	Name of Client	Contract value and date	Year of Completion of deliverables	Details of documentary evidence provided with EOI
1				
2				
3				
4				
5				

Table.5 Format of details of relevant projects

I/ We hereby solemnly certify that the above furnished information is correct and true to the best of my / own knowledge and records available in the company.

Signature of authorized signatory

Name:

Designation:

Date:

(Company seal)

Appendix 11: FORMAT FOR SUBMISSION OF PRESENT ORDER BOOK POSITION

Name of company:

Give information about all ongoing projects in progress, including those where the company has received a letter of intent, but a formal contract has not been awarded.

Sl. No.	Name of Client	Project type	Contract value	Scheduled date of completion of work	Status of the Project
1					
2					

Table.6 Format for submission of present order book position

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if CSL demands.

Signature of Authorised Head

Name & Address

(Company Seal)

Note: -The Firm shall attach duly notarized copies of documents as a proof for the present order book position along with Appendix-10.

Appendix 12: COMPLIANCE MATRIX

XX/XX/2025

Ref: EOI (C-SAS/OTE/GEN/2025/004 dtd.24.11.2025)

Clause No.	EOI paragraph reference	Offered Reference	Compliance	Remarks, if any
2	Objective of EOI	e.g. Same as the EOI Paragraph	YES	Nil, fully complied
3	Scope of services	e.g. Mention the deviation aspect	NO	Not complied / Partially complied (Site the deviation and reason for deviation)
4	Eligibility criteria			
5	Application requirement			
6	Selection process			
7	Terms of engagement			
8	Governing law & jurisdiction			
9	Integrity pact			

Authorised Signature & Seal

Appendix 13: DECLARATION BY THE FIRM ON THE APPLICATION SUBMITTED

We,.....
[Firm's Name], located at [Firm's Address],
hereby declare our intent to apply for the Expression of Interest No. C-SAS/OTE/GEN/2025/004 dated 24th November 2025 for the purpose of Empanelment of Indian Bidders for the Cybersecurity Solutions for Maritime Applications, as per clause 3.1 of the EOI.

We hereby confirm that we are applying for the technology domains mentioned below:

Category as per clause 3.1	Category
A	Cybersecurity products for maritime applications
B	Cybersecurity services for maritime applications

We affirm that the information and documents provided to support the above is accurate and complete to the best of our knowledge and belief.

Authorized Signatory:

[Your Name]

[Your Position]

[Date]

[Seal]

NOTE: -

DISCLAIMER

1. CSL, its employees, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the EOI document.
2. CSL may, in its absolute discretion, but without being under any obligation to do so, modify, amend, or supplement the information in this EOI document.

3. The issuance of this EOI does not imply that CSL is bound to select and shortlist any or all participating bidders. Even after the selection of a suitable participating bidder, CSL is not obligated to proceed with them, and shall not be responsible or liable for any commercial or consequential liabilities in any manner whatsoever.
4. The participating bidder shall bear all costs associated with the preparation, technical discussions/presentations, and submission of the EOI. CSL shall not be responsible or liable for these costs, regardless of the conduct or outcome of the EOI process.

Canvassing in any form by the participating bidder or by any other agency on their behalf shall result in disqualification of their response to the EOI.

Appendix 14: DECLARATION BY THE FIRM ON NON-DEBARRED STATUS

We,
[Firm's Name], located at [Firm's Address],
hereby declare that we have never been banned / debarred for doing business dealings with
Ministry of Defence / Govt. of India / any other Govt. organization and that there is no enquiry
going on by CBI / ED/ any other Govt. against our firm.

This declaration is made for the purpose of applying for the Expression of Interest No. C-
SAS/OTE/GEN/2025/004 dated 24th November 2025 for the purpose of Empanelment of Indian
Bidders for the Cybersecurity Solutions for Maritime Applications, as per clause 3.1 of the EOI.

Authorized Signatory:

[Your Name]

[Your Position]

[Date]

[Seal]

NOTE: -

DISCLAIMER

Appendix 15: GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Firm/Entities.
1	<u>Specifications:</u> - (a) Manufacturers name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer. Spare/Tool required as per PTS to be included in scope along with cost. (b) Materials/Services supplied shall be new and unused and shall conform to CSL specifications and drawings. (c) Samples are to be supplied free of cost as applicable as per PTS / in the event of requirement by CSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture. (d) Supplier should follow the statutory requirements of product offered. (e) Products supplied shall be non-toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
2	<u>Packaging:</u> - (a) Material to be wrapped with protective covers like VCI/ Environmental friendly Polythene (as per Govt. of India guidelines)/ Tarpauline. (b) To the extent possible, material needs to be packed in standard pallet/ box size of 1 X 1 meter. (c) If multiple components needed to be accommodated in the boxes, separator to be provided inside. (d) Packaging should withstand at least 2 Years life without degradation (e) Material should be with proper preservation for the prevention of rust, Transit damage etc. (f) Boxes should be accessible with forklift, Stacker & Hydraulic Trolley. (g) Proper Identification details should be provided on each box. The below details are required as minimum: Purchase Order Number, Material code, Description, Quantity, Supplier details, Tag Numbers & Serial number list (for applicable parts), Batch details, Shelf life. (h) Packing to be done in such a way to enable adequate preservation for long period, with no transit damage, easy to identify and count.	

	(i) Asbestos should not be part of any material / packing material supplied to CSL. (j) Transporters' Vehicles are to have all statutory documentation including valid PUC certificate.	
3	<u>Commissioning: -</u> (a) Scope and cost of offer also to include availability of competent service engineer for a period as required by CSL for commissioning / test and for official trials. (b) Cost considered is to include travel tickets, lodging, boarding and local transport costs. (c) Additional man-day rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed man-days. (d) Applicable taxes in India shall be borne by the Supplier (As per Income tax act, 1961 for Indian suppliers and Income Tax Act, 1961 and DTAA agreements in the case of foreign vendors). (e) Income tax liability of non-resident service engineer based on his period of stay in India will not be borne by CSL (f) In all cases, the non-resident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable CSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by CSL in this regard (i) Certificate under 10 (F) (ii) Tax residency certificate (iii) The certification regarding the existence/nonexistence of business connection or permanent establishment in India. (The above is only an indicative list) Note - Filing of Form 10F is to be done on line which is mandatorily required to be complied with for availing DTAA benefit	
4	<u>Payment Terms</u>	
5	<u>MSEs, Startups and Make in India</u> Local Suppliers (Make in India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab for further reference	

6	<u>Delivery</u> Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.). Please note, required delivery date at CSL is.....	
7	<u>Shipment</u> (a) Supplier shall intimate CSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment/ Dispatch. (b) A minimum 14 days free detention period is to be granted for clearance of the goods at Cochin seaport, as applicable for full containers	
8	If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, CSL shall have the following rights. (a) To cancel the order partially or full with 15 days' notice and to forfeit the security deposit, if any. (b) To impose tender holiday for the vendor for an appropriate period as decided by CSL (c) Risk Purchase To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm	
9	<u>Pricing:</u> (a) Price break-up of each item/equipment. (Price shall be quoted separately for Equipment, Spares and Inspection charges etc.)	
	(b) Overseas firms should quote prices both on FOB and C&F Cochin Seaport terms. Indigenous bidders should quote prices for delivery of materials at CSL stores. Insurance shall be to CSL scope. Bidders may also quote on High Sea Sales basis, and necessary clearance of items will be done by CSL after execution of HSS agreement.	
	(c) Exchange rate variation will not be applicable OR Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period.	
	(d) Indian Firms shall quote in INR only.	

	(e) Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid.	
	(f) Inspection charges, if any required, shall also be separately included in the quote.	
	(g) Validity. Prices should be valid for acceptance for a period of four months from the date of tender opening.	
	(h) No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	
	(i) Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.	
	(j) Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, if provided. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.	
	(k) If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the CSL, the tender is liable to be rejected and the same shall be intimated.	
	(l) CSL reserves the right to place order to the techno-commercially qualified lowest bidder in full or individual items to the respective lowest bidders in the tender. (except in cases where basis of L1 arrival is declared specifically in enquiry).	
	(m) In the case of part quantity order, the quoted freight charges applicable for the entire quantity as per enquiry shall be apportioned and allocated.	
	(n) L1 shall be determined based on the overall cost of items tendered / L1 of individual items etc, as per tender conditions	
	(o) No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or	
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	failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of Earnest Money Deposit/ Security deposit, if any and/ or risk purchase without prejudice to other penal actions including tender holiday after serving show cause notice, as deemed fit.	
10.	<u>Taxes and Duties:</u> (a) Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender). (b) The bidder, unless specified otherwise in the offer, shall bear all tax liabilities (including interest and penalty), duties, Govt. Levies etc. including GST, Excise Duty, Customs Duty, Corporate and personnel taxes levied or imposed on the Bidder on account or payments received by it from CSL for the work done under this contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.	
11.	<u>Goods & Service Tax</u> (a) Please note the CSL GST registered number as 32AAACC6905B1ZD. GST registration is prerequisite for entering into the business with CSL. Your firms GST registration shall be indicated. Offers received from GST unregistered suppliers / service providers are liable for rejection. (b) Indicate the applicable rate of GST for services in line with GOI published rate scheduled for services along with SAC. (c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be made good through Debit note / Credit note. (d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.	
12	<u>Input Tax Credit:</u> (a) Bidders shall ensure timely delivery of services and submit the tax invoices to CSL as per the GST law. In case, GST input tax credit is delayed / denied to CSL due to non / delayed receipt of services and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or owing to the bidder not paying the taxes to the Government within prescribed time as per the law or any other reasons not attributable to CSL and solely attributable to the bidder, the GST amount charged to CSL, shall be recoverable from the bidder along with interest levied / liveable and	

	any other penalties on CSL and the vendor shall indemnify against all costs to CSL, and consequences therefrom. (b) In case bidder delays declaring particulars in respect of any invoice in the GST return required to be filed by such bidder, and GST credit availed by CSL is denied or reversed subsequently as per GST law, GST amount paid by CSL towards such ITC reversal as per GST law shall be recoverable from vendor / bidder along with interest levied / leviable on CSL and any other penalties on CSL and the bidder shall hold CSL indemnified against all cost and consequences there form. (c) Bidders shall submit the invoices as per the provisions of GST law. The bidders invoice shall contain the HSN code / SAC and GSTIN number of the bidder and CSL as well along with other particulars. The GST charged (IGST / CGST + SGST / UTGST) shall be clearly indicated in the invoice. (d) In case any credit, refund or other benefit is denied or delayed to CSL due to any non-compliance of GST legislation such as failure to pay GST to the government (includes late filing of GST return) or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder or service provider, the bidder or service provider would reimburse the loss to CSL or CSL may recover the same, but not limited to, the tax loss, interest and penalty. The Bidders should submit the copy of Latest GST Return filed statement/ form in GSTR-3B	
13.	<u>Earnest Money Deposit (EMD):</u> (a) Rs _____ to be submitted through Demand Draft / Bank Guarantee as per CSL standard format. Copy of EMD shall be submitted along with Part I Techno-Commercial Bid and EMD shall be delivered to Tender inviting authority. (b) Firms having valid CSL registration for similar works with a financial limit equal to or more than the cost of the work are exempted from payment of EMD. All such firms who intend to avail EMD exemption shall invariably enclose a copy of their valid CSL registration certificate along with Techno-Commercial bid. (c) No pending bill adjustments towards EMD amount are permitted. (d) The EMD amounts of unsuccessful bidders will be returned after finalization of the order. EMD amount of successful bidder will be released after submission of PBG. Firms having valid SSI/NSIC/MSME registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME registration certificate to claim EMD exemption. <u>Forfeiture of EMD:</u> The EMD shall be forfeited by bidder in the following events.	

	(a) If Bid is withdrawn during the validity period of any extension thereof duly agreed by the Bidder. (b) If Bid is varied or modified in a manner not acceptable to CSL during the validity period or any extension of the validity duly agreed by the Bidder. (c) If it is established that bidder has submitted forged documents / certificates / information towards fulfillment of any of the tender / contract conditions.	
14.	<u>Security Deposit/ Warrantee Bank Guarantee:</u> (a) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour of Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per CSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract. (b) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause. (c) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later upgraded (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days (if applicable as per (b) above. Fixed Deposit Receipt (for equivalent amount of Security Deposit / WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Cochin Shipyard Limited, Kochi. (d) The above SD/ WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.5 lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.5 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process. (e) If the bidder is not agreeable to submission of SD/ warranty bank guarantee as per CSL general terms and conditions of enquiry, CSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.	

	(f) However, in cases where total quoted value is less than 5 lakhs (ie split order etc) and the order value of entire tendered items is more than Rs 5 lakhs, the aforesaid loading will be applied on individual items in following cases. (i) The bidder has not quoted for entire tendered quantity (ii) CSL has technically / commercially rejected a few items in the tender. (g) SD to be submitted within 4 weeks of receipt of order from yard. (h) Format of bank guarantee along with enquiry to be agreed, in general (i) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to CSL designated bank (for overseas bidders)	
15.	<u>Vendors on Tender Holiday / Blacklisted Vendors</u> (a) The bidder should give self-certification that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on the date of submission of the Tender by the bidder. The bidder has to submit self-certification for the same along with the techno-commercial offer. (b) CSL reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated/cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of CSL	
16.	(a) No contract of any kind whatsoever shall be placed to debarred firm including allied firms after the issue of a debarment order by the Ministry/Department. (b) Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date on contract. (c) In case, any debarred firm has submitted the bid, the same shall be ignored. (d) The debarment shall be automatically extended to all its allied firms. (e) In case of JV/consortium is debarred all partners will also stand debarred for the period specified in the debarment order.	-
17.	<u>Liquidated Damages:</u> In case of delay in supply of ordered Materials/Services beyond the stipulated delivery period, which is not attributable to CSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of	

	materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). However, LD applicability is without prejudice to CSL right to terminate contract for delayed delivery or other actions as per clause 27.	
18.	<u>Guarantee</u> (a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for 24 months from delivery of items to Yard OR until 12 months from the date of delivery of the ship to the owners, whichever is earlier. Should such damage/ failure occur within the Guarantee period, the Supplier should immediately rectify the failure by repair/ replacement of any such part found to be under performing/ defective, at his own expenses. (b) Further to equipment guarantee, replaced/ repaired items shall be guaranteed for 12 months from date of repair/ replacement.	
19.	<u>Jurisdiction</u> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Cochin, India. Alternate dispute resolution mechanism can also be considered.	
20.	<u>Arbitration</u> (a) Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the CSL Grievance Redressal Cell as per relevant clause of the Contract. (b) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrator nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall	

	be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings. (c) Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Cochin. (d) Language of Arbitration: The Language of arbitration shall be English. Governing Law: The contract shall be governed by Indian Law. (e) In case of disputes, the same will be subjected to the jurisdiction of courts at Cochin, Kerala	
21.	<u>Force Majeure condition:</u> Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL/ Supplier may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.	
22.	<u>Indian Agent:</u> (a) Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated. (b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to CSL shall be furnished. (c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. (d) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.	
23.	<u>Sub-Contracting and Assignment:</u> Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of CSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.	

24.	<u>Supply</u> (a) CSL reserve the right to inspect the goods after receipt at CSL store / prior to dispatch (by CSL or CSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at CSL store. The customs clearance charges of above shall be to supplier account. (b) In case CSL deputes its personnel / Third Party Inspectors to inspect items in the supplier premises prior despatch, in such cases supplier shall provide all necessary facilities for inspection, testing and performance checks at his works on case to case to basis. The accepted items samples shall be identified with stamps/ permanent marks and reference of the same shall be given in the inspection report. Location of stamping shall be mentioned in the inspection report. (c) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account. (d) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. The tenderer, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to CSL. In case the defective materials are not taken back within the said period, CSL reserves the right to dispose the same without further intimation. (e) The supplier shall compensate CSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the CSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the CSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods. (f) CSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time. (g) The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders as per extant regulations.	
25.	<u>Fall Clause</u> The firm/ bidder winning the contract shall sign an agreement with Cochin Shipyard Ltd for "Fall clause". Accordingly, during the contract period, the firm / bidder cannot	

	offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with CSL.	
26.	Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case CSL doesn't receive the above, it will be deemed as accepted.	
27.	<u>Termination Clause</u> (a) This purchase order may be terminated upon the occurrence of any of the following events (i) By agreement in writing of the parties hereto; (ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party; (iii) By the other party, upon either parties; • Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or • Having a reasonable petition filed seeking its" dissolution or liquidation, not stayed or dismissed within sixty (60) days; or • Ceasing to do business for any reason. (iv) In cases where maximum limit of LD is reached and still the items are not delivered. (v) For fraud and corruption or other unacceptable practices. (b) Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing. (c) CSL may by notice in writing to supplier terminate the order after issuing due notice i.e. 15 days' notice period. CSL shall be entitled to compensation for the loss limited to the order value. (d) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by CSL for the material delivered/work done as per the payment milestones	
28.	<u>Limitations of Liability</u>	

	Neither party shall be liable to the other party for any indirect and consequential damages. Neither party shall be liable to the other party for any loss of profits or loss of production	
29.	<u>Confidentiality Clause</u> Supplier and its personnel will (a) keep confidential the terms of the agreement and all non-public and proprietary CSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law; and (b) not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL	
30.	<u>Indemnity clause</u> Supplier will indemnify CSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by CSL's unlawful acts or omissions.	
31.	<u>Malicious Code:</u> T The Bidder will be overall responsible for all cyber/information security related aspects pertaining to the Systems Projects & ICT goods and services and will be the single point of contact for addressing all Cyber/information security related issues for the goods and services supplied by the Bidder as part of the contract. It will be responsibility of the Bidder to enter into such agreements/contracts with the OEMs as may be necessary to ensure that all cyber/information security aspects are addressed holistically and comprehensively. The Bidder will provide list of tests conducted by OEM or an accredited certification agency along with list of such test reports for the Systems Projects & ICT goods and services provided as part of contract	
32.	<u>Work inside CSL</u> (a) The suppliers and its representatives / sub-contractors Shall abide by CSL rules for entry and exit of man and materials. Vendor and personnel will comply with all procedures and policies provided by CSL, including CSL's, environmental, health, safety, and security procedures, and related management systems when performing services at CSL facilities.	

(b) Vendor is solely responsible for the safety of its personnel inside CSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in CSL. Service representative working onboard should maintain proper dress code as per CSL standards. They shall submit electronic challan remittance copy of ESI & EPF details of their employees and employee compensation policy details for employees not falling under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They are bound to follow safety guidelines applicable in CSL like safe usage of tools & tackles, electrical safety guidelines, gas management system etc. Scrap management system & disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.

(c) Service provider will have to abide by the various laws & regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc as applicable. In case employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI & EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. Labour deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside CSL. This is also required for releasing the payment since CSL site is permanently covered under above noted regulations. The certificate of compliance from Contractor as per attached format shall also be filled and submitted along with submission of bills for payment. Bills without duly certified "certificate of compliance from Contractor" shall not be passed for payment. (Form for Compliance of Provisions of various labour Enactments attached as Enclosure - 4).

(d) For determining EPF/ESI liability, the necessary format to be duly filled and submitted to our welfare department before commencement of work & before 5th of every month. In case supplier / service provider employees are already covered under EPF/ ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI & EPF

(e) The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL

(f) Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses

(g) Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.

	(h) Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified CSL in writing before delivery and CSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems	
33.	(a) Integrity Pact - As per Government of India (Central Vigilance Commission), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (b) For offers less than the threshold value of INR 100.00 lakh, Code of Integrity in Public Procurement (CIPP) and Code of Conduct for suppliers is to be signed and submitted along with the offer	
34	Restriction on Procurement from Countries Sharing Land Border with India (a) Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority, specified below. (b) A bidder is permitted to procure raw material, components, sub-assemblies etc, from vendors from countries sharing land border with India. Such vendors will not be required to be registered with competent authority. (c) However, in case the bidder has proposed to supply finished product from vendors from countries sharing land border with India, such vendors will be required to be registered with competent authority (d) Definitions (i) "Bidder" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process. (ii) "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.	

(iii) “Bidder from a country which shares a land border with India” for the purpose of the Order means

- An entity incorporated, established or registered in such a country; or
- A subsidiary of an entity incorporated, established or registered in such a country; or
- An entity substantially controlled through entities incorporated, established or registered in such a country; or
- An entity whose beneficial owner is situated in such a country; or
- An Indian (or other) agent of such an entity; or
- A natural person who is a citizen of such a country; or
- A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

(iv) “Agent” for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

(v) Beneficial owner for the purposes of point (iii) above will be as under:

- In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation: -
- In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- Where no natural person is identified under para (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

	(e) Wordings of certificate to be submitted along with tender documents: - “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable). Further, I will not subcontract any work to a contractor / source finished goods from an entity from such countries unless such contractor/ entity is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable).”	
35.	Purchase Preference for MSEs (a) Participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value. (b) The 25 (twenty-five) per cent quantity will be distributed proportionately among bidders, in case there are more than one MSEs within such price band. (c) In case of non-divisible supply, the above MSE will be offered option to supply the entire quantity, subject to meeting L1 price. (d) For availing the above, the MSE firm is to meet the following requirement: - (i) In case of proprietary MSE, proprietor(s) shall be SC /ST; (ii) In case of partnership MSE, the SC/ ST partners shall be holding at least 51% (fifty-one percent) shares in the unit; (iii) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters. (iv) If subcontract is given to MSEs, it will be considered as procurement from MSEs. (v) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.	
36.	Purchase Preference for Make In India (MII)	

(a) To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order: -

(b) Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(i) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', shall be eligible to bid irrespective of purchase value.

(ii) Only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) Purchase Preference

A In the procurements of goods or works which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure: -

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

(ii) If L1 bid is not a 'Class-I local supplier', 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder

B In the procurements of goods or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:-

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- (ii) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- (iii) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (iv) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities

(d) Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidder's subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- (i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- (ii) In other cases, 'Class II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of the Order.
- (iii) If 'Class I Local suppliers' qualify for award of contract for at least 50 (fifty) percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.
- (iv) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not

accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20 (twenty) percent margin of purchase preference, and so on.

- (e) **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50 (fifty) percent. For 'Class-II local supplier', the 'local content' requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
- (f) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- (g) **Verification of local content:**
- (i) The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - (ii) In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - (iii) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - (iv) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Appendix 16: EMPANELMENT AGREEMENT

EMPANELMENT AGREEMENT FOR INDIAN BIDDERS FOR CYBERSECURITY SOLUTIONS IN MARITIME APPLICATIONS

This Agreement is entered on this _____, 2025 at Ernakulam by and between;

Cochin Shipyard Limited, a Government of India Enterprise incorporated as a Company under the Companies Act, 1956 and having its registered office at Administrative Building, Shipyard Campus, Perumanoor (PO), Kochi – 682015, Kerala, India represented by ____ (Name & Designation) ____ (hereinafter referred to as “CSL”, which expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the FIRST PART

AND

_____, a Company incorporated under the laws of _____ and having its registered office at _____ represented by ____ (Name & Designation) ____ (hereinafter referred to as “Vendor”, which expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART

For the purpose of this Agreement, both CSL and Vendor are collectively called “Parties” and individually called “Party”.

Whereas –

- a. Cochin Shipyard Limited (CSL), a premier Government of India enterprise, is expanding its global footprint to deliver world-class ship repair and refit services to international markets. As part of this vision, CSL invited an Expressions of Interest (EOI) for empanelment of Indian bidders for the cybersecurity solutions for maritime applications (the "Project") vide EOI No: C-SAS/OTE/GEN/2025/004 dated 24th November 2025.
- b. The Vendor has expressed its interest and possesses the necessary expertise, technical capabilities, and experience in the relevant fields, and CSL has agreed to empanel the Vendor for such purposes under the terms and conditions of this Agreement;
- c. The Parties to this Agreement understood that, the empanelment does not guarantee any specific supply orders, nor does it imply an exclusive commitment by CSL to the Vendor, as CSL may, at its discretion, engage other vendors or suppliers for similar services or equipment on a non-exclusive basis;

- d. The Parties intend to define their respective roles, responsibilities, and terms under which the Vendor may be considered for potential future supply orders related to the Project, without any obligation to place such orders;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Definitions: In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- 1.1. **“Agreement”** means this Empanelment Agreement, including any annexes, addendums, and amendments hereto.
- 1.2. **“Client”** refers to CSL (including its subsidiaries), the party executing this Agreement for the purpose of empanelling certain companies for future projects.
- 1.3. **“Empanelled Party”** refers to the company, [Company Name of Empanelled Party], that has been selected and included in the list of approved companies eligible to participate in the *future projects* of the Client.
- 1.4. **“Empanelment”** refers to the process of listing the Empanelled Party on the Client's approved list of vendors, suppliers, or service providers eligible to participate in specific *future projects*, subject to the terms and conditions of this Agreement.
- 1.5. **“Expression of Interest (EOI)”** means the document issued by the Client inviting potential companies to express their interest in being empanelled for future projects.
- 1.6. **“Non-Exclusive Basis”** refers to the nature of this Agreement, wherein the Empanelled Party is included in the Client's list of approved companies but is not guaranteed any specific work or project. The Client retains the right to empanel other parties and award contracts to them at its discretion.
- 1.7. **“Scope of Work”** refers to the specific services, deliverables, or tasks that the Empanelled Party may be asked to perform under a subsequent project agreement with the Client.
- 1.8. **“Future Projects”** refers to any projects or contracts initiated by the Client in the future, for which the Empanelled Party may be invited to submit proposals and/or participate, as and when applicable.
- 1.9. **“Project Agreement”** refers to the separate, individual contract that may be executed between the Client and the Empanelled Party for each specific project or assignment.
- 1.10. **“Confidential Information”** refers to any and all data, documents, materials, or knowledge shared by either party in connection with this Agreement that is designated as confidential or that, due to its nature, should reasonably be understood to be confidential,

including but not limited to trade secrets, business plans, client lists, technical specifications, and financial information as detailed in Clause 8.

1.11. **“Force Majeure”** refers to any event or circumstance beyond the reasonable control of either party, including but not limited to acts of God, fire, flood, war, strikes, governmental actions, or any other event or situation beyond the control of the parties that prevent the performance of this Agreement.

1.12. **“Work for Hire”** refers to any work, including but not limited to documents, designs, inventions, software, reports, and other deliverables, that are created by the Empanelled Party or its employees, subcontractors, or agents under this Agreement or any related Project Agreement. The work shall be considered "work for hire" if it is created by the Empanelled Party in the course of performing services for the Client and shall be the exclusive property of the Client, unless otherwise expressly agreed in writing by both parties. If the work is not deemed a "work for hire" under applicable law, the Empanelled Party agrees to assign all rights, title, and interest in the work to the Client.

2. Scope of Work

2.1. CSL hereby empanels the Vendor for potential future engagement in Cybersecurity Solutions for Maritime Applications. This empanelment is non-exclusive and non-committal, and does not guarantee any specific orders or obligations for CSL to engage the Vendor.

2.2. The Vendor shall engage with CSL in regular discussions to understand CSL's requirements and provide technical inputs related to the customization and feasibility of the proposed cybersecurity solutions. These discussions may cover solution architecture, implementation capabilities, integration considerations, and overall alignment with CSL's cybersecurity objectives for maritime applications.

2.3. If any discussions lead to the finalization of a project, such work shall be conducted on a work for hire basis. In such cases, a separate development agreement shall be executed for the creation of prototypes, manufacturing, and any further work.

2.4. This Agreement does not obligate CSL to place any supply orders with the Vendor. Any future work shall be subject to a separate agreement and purchase order issued by CSL.

3. Empanelment:

3.1. The Client agrees to empanel the Empanelled Party for the purpose of participating in future projects initiated by the Client, subject to the terms and conditions of this Agreement. The empanelment shall be on a non-exclusive basis, allowing the Client to engage other parties for similar or different projects.

3.2. The Empanelled Party shall be eligible to submit proposals or bids for any projects initiated by the Client during the term of this Agreement. The selection of the Empanelled Party for any

specific project will be based on its qualifications, experience, capability to meet project requirements, and the terms outlined in any respective project agreements.

- 3.3. The Empanelled Party acknowledges that its inclusion in the Client's empanelment list does not guarantee the award of any work or project. The Client retains full discretion to select or reject any proposal or bid submitted by the Empanelled Party, without being obligated to assign any specific project to the Empanelled Party.
- 3.4. The Empanelled Party shall remain eligible for empanelment for the entire duration of this Agreement, unless otherwise terminated or suspended by the Client in accordance with the provisions outlined in this Agreement.

4. **Duration**

- 4.1. This Agreement shall commence on the date of execution and shall remain in effect for a period of three (3) years, unless terminated earlier in accordance with the provisions set forth herein.
- 4.2. Upon the expiration of the initial three-year term, this Agreement may be extended for such further period(s) as may be mutually agreed upon in writing by both parties.
- 4.3. Either party may terminate this Agreement before the expiration of the three-year term as provided in the Termination clause of this Agreement.

5. **Obligations of the Empanelled Party**

- 5.1. **Availability:** The Empanelled Party agrees to be available during the tenure of this Agreement to participate in future projects initiated by the Client, subject to the Empanelled Party's qualifications, capacity, and the specific requirements of each project.
- 5.2. **Compliance with Standards:** The Empanelled Party shall perform all services in accordance with applicable laws, regulations, industry standards, and best practices. The Empanelled Party agrees to maintain all necessary licenses, certifications, and qualifications required to perform its obligations under this Agreement and any project agreements.
- 5.3. **Confidentiality:** The Empanelled Party shall maintain the confidentiality of all proprietary, confidential, or sensitive information disclosed by the Client during the course of this Agreement, including but not limited to business plans, technical data, and project specifications. This confidentiality obligation shall survive the termination of this Agreement.
- 5.4. **Performance of Services:** The Empanelled Party agrees to diligently and professionally perform the services as required by any separate project agreements, ensuring that all deliverables meet the Client's requirements, timelines, and quality standards.
- 5.5. **Reporting and Communication:** The Empanelled Party shall provide regular updates to the Client as requested and shall promptly communicate any potential issues or delays that may affect its ability to perform its obligations under this Agreement or any project agreement.

- 5.6. **Non-Solicitation:** During the term of this Agreement and for a period of 32 months after its termination, the Empanelled Party shall not solicit or attempt to hire the Client's employees or contractors directly involved in the relevant projects without the prior written consent of the Client.
- 5.7. **Insurance and Liability:** The Empanelled Party shall maintain adequate insurance coverage to cover any risks, damages, or liabilities arising from the performance of its services, and shall provide the Client with evidence of such insurance upon request.
- 5.8. **Subcontracting:** The Empanelled Party shall not subcontract any portion of its obligations under this Agreement without the prior written consent of the Client. Empanelled shall be liable to ensure due performance of obligations by its subcontractors and shall not absolve the Empanelled Party from its obligations under the Agreement. Any subcontractors used by the Empanelled Party shall be bound by the same confidentiality obligations as set forth in this Agreement.

6. Obligations of the Client

- 6.1. **Provision of Information:** The Client agrees to provide the Empanelled Party with information regarding future projects, including relevant project details, timelines, and specific requirements necessary for the Empanelled Party to assess its eligibility and submit proposals.
- 6.2. **Fair Evaluation:** The Client shall evaluate all proposals or bids submitted by the Empanelled Party based on the specific criteria outlined for each project, including the Empanelled Party's qualifications, experience, and ability to meet the project requirements. The Client is not obligated to select the Empanelled Party for any project and retains full discretion over the selection process.
- 6.3. **Project Opportunities:** The Client agrees to inform the Empanelled Party of available opportunities for participation in future projects, subject to the availability of relevant projects and the Empanelled Party's qualifications for specific tasks.
- 6.4. **Timely Communication:** The Client shall promptly communicate any decisions, requests for additional information, or feedback related to the Empanelled Party's proposals or participation in projects, ensuring effective and efficient collaboration throughout the term of this Agreement.
- 6.5. **Confidentiality:** The Client shall respect and maintain the confidentiality of any sensitive information, intellectual property, or trade secrets shared by the Empanelled Party during the term of this Agreement and ensure that such information is used solely for the purpose of fulfilling the terms of this Agreement.
- 6.6. **Non-Exclusive Relationship:** The Client acknowledges and agrees that the Empanelled Party's inclusion in the empanelment list does not guarantee any specific work, and the Client may

enter into agreements with other companies for similar or different projects, without obligation to award any work to the Empanelled Party.

6.7. **No Obligation for Work Assignment:** The Empanelled Party acknowledges that inclusion in the Client's empanelment list does not guarantee the award of any specific project or work. The Client retains the right, at its sole discretion, to select any company, including those outside the empanelled list, to participate in any given project.

6.8. **No Exclusivity for the Empanelled Party:** The Empanelled Party is free to engage with other clients and participate in other projects or opportunities, provided that such engagements do not conflict with the terms of this Agreement or affect the Empanelled Party's ability to meet its obligations hereunder.

7. Confidentiality

7.1. For the purposes of this Agreement, "Confidential Information" shall include any data, materials, technology, trade secrets, know-how, and other proprietary information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, whether in written, oral, electronic, or any other form.

7.2. The Receiving Party agrees to:

7.2.1. Maintain the confidentiality of the Confidential Information and exercise at least the same degree of care in protecting it as it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

7.2.2. Use the Confidential Information solely for the purposes outlined in this Agreement and not for any other purpose without the prior written consent of the Disclosing Party.

7.2.3. Limit access to the Confidential Information to those of its employees, agents, or representatives who have a need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.

7.2.4. Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy.

7.3. Confidential Information does not include information that:

7.3.1. Is or becomes publicly available without breach of this Agreement by the Receiving Party.

7.3.2. Was already known to the Receiving Party at the time of disclosure.

7.3.3. Is received from a third party without breach of any obligation of confidentiality.

7.3.4. Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

- 7.4. The obligations of confidentiality set forth in this clause shall survive the termination of this Agreement and remain in effect for a period of ten (10) years from the date of such termination, except for any Confidential Information that is subject to a longer protection period under applicable law or as per specific project requirements.
- 7.5. Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Confidential Information in its possession or control and certify in writing that it has done so.
- 7.6. Nothing in this clause shall be construed as granting any rights to the Receiving Party in or to the Disclosing Party's Confidential Information, except as expressly set forth in this Agreement.

8. Indemnification:

- 8.1. Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorney fees and costs) arising out of or in connection with any breach of this Agreement by the Indemnifying Party, its affiliates, or agents; or any negligence, misconduct, or unlawful act committed by the Indemnifying Party in connection with the performance of its obligations under this Agreement.
- 8.2. The Indemnified Party shall provide prompt written notice of any claim, demand, or lawsuit for which it seeks indemnification, and the Indemnifying Party shall have the right to assume control of the defense, settlement, or compromise thereof. The Indemnified Party agrees to cooperate fully with the Indemnifying Party in the defense of any such claim. However, the Indemnifying Party shall not settle any claim in a manner that imposes any liability, restriction, or obligation on the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.
- 8.3. This indemnity obligation shall survive the termination or expiration of this Agreement.

9. Termination

- 9.1. Either Party may terminate this Agreement by providing the other Party with written notice specifying the date of termination, which shall be no less than ninety (90) days from the date the notice is given.
- 9.2. This Agreement may be terminated by either Party with immediate effect, without liability for any compensation for consequential loss or damage, in the following cases:
- 9.2.1. If the other Party violates any applicable anti-bribery or anti-corruption laws or is blacklisted by the Identified Customer.
- 9.2.2. If the other Party undergoes liquidation, insolvency, or any comparable situation indicating financial incapacity.

- 9.3. In the event of a material breach of this Agreement by a Party, and if the breaching Party fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching Party, the non-breaching Party reserves the right to terminate this Agreement with immediate effect, without liability for any compensation for consequential loss or damage to the breaching Party.
- 9.4. Upon termination of this Agreement, all rights and obligations of the Parties shall cease, except as otherwise provided herein. All Intellectual Property developed, if any under this Agreement shall be transferred exclusively to CSL, including all rights, title, and interests, with VENDOR fully relinquishing any joint ownership, claims, or rights to use, license, or otherwise exploit the Intellectual Property, as the Equipment has been developed solely based on proprietary information provided by CSL in connection with the shipbuilding and maritime industry. Additionally, VENDOR shall forfeit its right of first refusal concerning the Equipment associated with the Intellectual Property.
- 9.5. Upon termination of this Agreement, any non-essential or redundant copies of proprietary data, confidential information, and project-related materials that are not retained for compliance purposes shall be securely destroyed or returned to the original disclosing Party within thirty (30) days of termination, ensuring that proprietary information and data security are maintained.
- 9.6. Termination of this Agreement shall not affect any accrued rights, obligations, or liabilities of either Party, nor any provisions of this Agreement that are intended to survive termination, including but not limited to provisions on confidentiality, Intellectual Property, data retention, and indemnification.

10. Dispute Resolution Mechanism

- 10.1. In case of any dispute or differences arising out of this Agreement, then the same shall be settled amicably between the Parties by way of mutual discussions or negotiation. If such dispute or differences could not be resolved within 60 days from the date of commencement of such discussions or negotiation, then the same shall be referred to the courts of appropriate jurisdiction.
- 10.2. Subject to Clause 10.1, any dispute or differences arising out of this Agreement shall fall under the exclusive jurisdiction of courts at Ernakulam.

11. Governing Law: This Agreement shall be governed and construed under the Indian Law.

12. Force Majeure:

- 12.1. Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is due to an event of force majeure. For the purposes of this Agreement, a force majeure event shall include, but is not limited to, acts of God, war,

terrorism, riots, embargoes, governmental regulations, natural disasters, epidemics, pandemics, strikes, or any other unforeseen circumstances beyond the reasonable control of the affected Party.

- 12.2. In the event of a force majeure occurrence, the affected Party shall promptly notify the other Party in writing within 7 days from the date of such event, of the nature of the event and its anticipated duration. The affected Party shall also notify the other Party within ten (10) Banking Days of the relevant event ceasing. Failure by the affected Party to give such notices as aforesaid shall prevent the affected Party from subsequently claiming that a Force Majeure Delay has occurred.
- 12.3. The Parties shall make reasonable efforts to mitigate the effects of the force majeure event and resume performance of their obligations under this Agreement as soon as practicable. During the period of force majeure, the affected Party's obligations shall be suspended to the extent and for the duration of the event, and the time for performance shall be extended accordingly. If the force majeure delay continues for more than 90 days, the unaffected Party can terminate the Agreement by giving 30 days' notice to the affected Party. Upon termination of the agreement as above, the affected Party shall only be entitled for supplies made and accepted by the unaffected Party up to the date of such termination.
13. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, related to the subject matter of this Agreement, including any previous MoU or agreements as applicable.
14. **Assignment:** Neither Party shall assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. Any purported assignment in violation of this clause shall be null and void. Notwithstanding the foregoing, Empanelled Party shall assign this Agreement to CSL in case of its merger, acquisition, or sale of all or substantially all of its assets.
15. **Cooperation:** The Parties agree to cooperate fully and in good faith to facilitate the successful implementation of this Agreement. Each Party shall, upon reasonable request by the other, deliver or cause to be delivered any instruments, documents, or actions reasonably necessary or desirable to give full effect to the terms and intent of this Agreement. The Parties shall take all additional actions as may be required to fulfil their respective obligations and achieve the purposes outlined herein, including executing and delivering documents at mutually agreed times and locations.
16. **Amendment:** Any amendments or modifications to this Agreement shall be made in writing and signed by authorized representatives of both Parties. No verbal agreement or informal understanding shall be deemed to amend or modify this Agreement unless expressly documented in accordance with this provision.

17. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it valid, legal, and enforceable. If no such modification is possible, that provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect, unaffected by the invalid, illegal, or unenforceable provision. The Parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the intended economic and legal effect of the original provision.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

For Cochin Shipyard Limited

For Vendor

Authorised Signatory

Authorised Signatory

Witnesses:

1.

2.