



## **COCHIN SHIPYARD LIMITED**

**(A Government of India Enterprise)**

Perumanoor PO

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Web: [www.cochinshipyard.in](http://www.cochinshipyard.in)

Invites

### **Expression of Interest (EOI)**

For

## **Expression of Interest for Empanelment of Design Firms for Extended Basic Design Works in Cochin shipyard Ltd**

**12<sup>th</sup> Dec 2024**

**Enquiry No.: CSL/DES/BD/132/2024**

**Due Date for Submission of EOI: 09<sup>th</sup> Jan 2025**

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## **1. INTRODUCTION**

Cochin Shipyard Ltd. (CSL) is a premier Shipyard under the Ministry of Ports Shipping and Waterways. Design Department of CSL is intending to empanel design firms for subcontracting basic design works as and when required. Empaneled firms will act as an extended arm of Basic Design department in development of design documents, calculations and key plans, as required.

This Expression of Interest (EOI) is to identify and qualify reputed Design firms (Herein after called as “Firms”) for three (3) years who have verifiable experience in the development of basic design of vessels with relevant expertise in the following disciplines:

1. Naval architecture & Structural
2. Mechanical system design
3. Electrical system design

The firms meeting relevant qualification criteria mentioned in this Expression of interest (EOI) will be shortlisted by CSL after verification of the supporting documents.

Based on the credentials of the firms obtained through this EOI, CSL reserves the right to qualify and empanel the shortlisted firms under two categories as outlined in this EOI.

The scope of work include execution of extended basic design works including naval architectural calculations, structural design calculations and key plans, electrical and machinery system design, drawing/document preparation etc. as outlined in this EOI.

The detailed scope indicating the list of deliverables and schedules shall be part of each tender enquiries during the execution phase for respective projects. The tender enquiries will be issued through a Limited Tender Enquiry (LTE) process, restricted to the firms empaneled under the relevant category for the project.

Intellectual Property Rights over all deliverables by the Firm shall be exclusively vested with CSL and shall not be used or copied, reproduced, transmitted, made public, or communicated to any third party by Firm without the prior written consent of the CSL.

CSL reserves the right to remove a company from the empaneled list at any given time based on the performance of the firms. To this effect, CSL reserves the right to independently gather information on the firm’s performance even after the qualification process is completed.

## **2. INTERPRETATION**

- 2.1 M/s COCHIN SHIPYARD LTD, a company incorporated in India and having its registered office located at Cochin Shipyard Ltd, Perumanoor P.O., Kochi-682015, Kerala, India. (hereinafter referred to as the “CSL”).

2.2 The “Bidder” or “The Firm” is an organization making a formal proposal against this EOI and comply with all the requirements of this EOI.

“Vessels” or “Projects” refers to a project in which the Design Department is seeking to outsource the basic design activities.

2.3 'BUYER' means any person, partnership, entity, company, corporation, trust, joint venture, or organization (or its nominee) who has entered into any shipbuilding Contract for construction of the VESSEL.

2.4 'Classification Society' or 'Class' means Any IACS member who is contracted by the CSL for the survey and certification of the VESSEL.

2.5 'Contract' means this document which constitutes the final agreement between CSL and Firm taking into account documentation and agreements according to Annexures and includes any authorized amendments thereto agreed to in writing between CSL and Firm.

2.6 'Days' mean calendar days, 'Week' means a period of seven (7) consecutive calendar days; 'Month' means a calendar month.

### 3. SCOPE OF WORK

During the project execution stage, the design firm would be required to undertake drawings for one specific discipline or drawings that encompass several disciplines in full or part.

Th drawings or documents shall include 2D drawings /Model/Analysis etc. prepared drawing shall be shared with the CSL in their native file format and also in pdf format.

The following list outlines the anticipated drawings and documentation. List is not exhaustive and may be expanded upon.

The detailed scope indicating the list of deliverables and schedules shall be part of each tender enquiries during the execution phase for respective projects.

NAVAL ARCHITECTURE	MECHANICAL	ELECTRICAL
<ul style="list-style-type: none"> <li>General Arrangement</li> </ul>	<ul style="list-style-type: none"> <li>Ventilation Arrangement Drawings &amp; Fan Sizing</li> </ul>	<ul style="list-style-type: none"> <li>Electrical Single Line Diagram</li> </ul>
<ul style="list-style-type: none"> <li>Tank Plan</li> </ul>	<ul style="list-style-type: none"> <li>SW Cooling System</li> </ul>	<ul style="list-style-type: none"> <li>Electrical Load Analysis</li> </ul>
<ul style="list-style-type: none"> <li>Lines Plan</li> </ul>	<ul style="list-style-type: none"> <li>Air vent and Sounding System</li> </ul>	<ul style="list-style-type: none"> <li>Arrangement of Fire Detection and Alarm System</li> </ul>
<ul style="list-style-type: none"> <li>Equipment Number Calculation</li> </ul>	<ul style="list-style-type: none"> <li>Domestic Fresh Water System</li> </ul>	<ul style="list-style-type: none"> <li>Normal and Emergency Lighting Arrangement</li> </ul>

<ul style="list-style-type: none"> <li>• Tonnage Calculation</li> </ul>	<ul style="list-style-type: none"> <li>• Sewage &amp; Sanitary System</li> </ul>	<ul style="list-style-type: none"> <li>• Electrical equipment arrangement</li> </ul>
<ul style="list-style-type: none"> <li>• Stability Manual</li> </ul>	<ul style="list-style-type: none"> <li>• Bilge &amp; Fire System</li> </ul>	<ul style="list-style-type: none"> <li>• Power Distribution Scheme</li> </ul>
<ul style="list-style-type: none"> <li>• Inclining Test/Lightship Survey Procedure/ Report</li> </ul>	<ul style="list-style-type: none"> <li>• Scupper Pipe System</li> </ul>	<ul style="list-style-type: none"> <li>• Lighting Distribution Scheme</li> </ul>
<ul style="list-style-type: none"> <li>• Midship Section</li> </ul>	<ul style="list-style-type: none"> <li>• Arrangement of Sea Inlets</li> </ul>	<ul style="list-style-type: none"> <li>• Emergency Power Distribution system</li> </ul>
<ul style="list-style-type: none"> <li>• Profile and Deck Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Steering Gear Arrangement</li> </ul>	<ul style="list-style-type: none"> <li>• Main Cable Routing Arrangement</li> </ul>
<ul style="list-style-type: none"> <li>• Shell Expansion</li> </ul>	<ul style="list-style-type: none"> <li>• Propulsion Train Arrangement</li> </ul>	<ul style="list-style-type: none"> <li>• Light, Sound &amp; Signal Plans</li> </ul>
<ul style="list-style-type: none"> <li>• Transverse Sections and construction drawings</li> </ul>	<ul style="list-style-type: none"> <li>• Overboard Pipes Arrangement</li> </ul>	<ul style="list-style-type: none"> <li>• Internal communication arrangement</li> </ul>
<ul style="list-style-type: none"> <li>• Resistance &amp; Powering Calculation</li> </ul>	<ul style="list-style-type: none"> <li>• Machinery Room Arrangement</li> </ul>	<ul style="list-style-type: none"> <li>• Antenna layout</li> </ul>
<ul style="list-style-type: none"> <li>• Load Line Marking</li> </ul>	<ul style="list-style-type: none"> <li>• Anchor &amp; Mooring Arrangement</li> </ul>	<ul style="list-style-type: none"> <li>• Wheel house visibility layout</li> </ul>
<ul style="list-style-type: none"> <li>• Load line plan</li> </ul>	<ul style="list-style-type: none"> <li>• HVAC calculation</li> </ul>	<ul style="list-style-type: none"> <li>• Mast Arrangement</li> </ul>
<ul style="list-style-type: none"> <li>• Draft Marking</li> </ul>	<ul style="list-style-type: none"> <li>• Other P&amp;IDs</li> </ul>	<ul style="list-style-type: none"> <li>• Other Electrical arrangements drawing</li> </ul>
<ul style="list-style-type: none"> <li>• Manoeuvring &amp; sea keeping</li> </ul>	<ul style="list-style-type: none"> <li>• Foundation drawings</li> </ul>	
<ul style="list-style-type: none"> <li>• Accommodation Layout &amp; galley layout</li> </ul>	<ul style="list-style-type: none"> <li>• Outfitting drawings</li> </ul>	
<ul style="list-style-type: none"> <li>• Weight estimate</li> </ul>		
<ul style="list-style-type: none"> <li>• Door plan</li> </ul>		
<ul style="list-style-type: none"> <li>• LSA/FFA</li> </ul>		
<ul style="list-style-type: none"> <li>• Rudder Design</li> </ul>		
<ul style="list-style-type: none"> <li>• Steel Model</li> </ul>		

The data required for undertaking design shall be available through the rules and regulations or any other documentation (provided by CSL).

## 4. ELIGIBILITY CRITERIA

### 4.1 GENERAL

- I. The Firm shall be a Design Firm and shall be Single entity. No joint ventures shall be permitted.
- II. Firm shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. A Self-declared Compliance certificate shall be submitted under the firm's letter head in this regard. Submission of any falsified information in this declaration, if brought to the notice of CSL during any period shall be treated as breach of trust and the contracts with the firm shall be terminated and firm shall be removed from the empanelled list by CSL with/without any prior notice to the firm.
- III. The Company shall be duly incorporated under the laws of India and shall have its registered office in India.

### 4.2 TECHNICAL REQUIREMENTS & EXPERIENCE

The empanelment of the design firms shall be under two categories based on the technical and financial criteria as discussed in this section.

Details of the categories and minimum requirements for empanelment under each category are given in the table below (only the firms meeting these criteria will be considered for the respective category):

Category	Vessel Type	Minimum average Turnover for last 3 years	Minimum Projects after 1 <sup>st</sup> jan 2014	Design Firm Resources
Category - 1	<b>Type 1.</b> Barges/Pontoon/Ro-Ro <b>Type 2.</b> Passenger/Ro-Pax Vessels	Greater than INR 0.5cr & Less than or equal to 1.5 cr.	The Firm shall have experience in providing FULL basic design (including class approval) for minimum three	Minimum Number of employees in permanent roll >= 10. (incl. technical/Non-technical/Officers/Draftsman)

	<ul style="list-style-type: none"> <li>- Inland</li> <li>- RSV-1&amp;2</li> </ul> <p><b>Type 3. Cargo Vessels</b></p> <ul style="list-style-type: none"> <li>- Inland</li> <li>- RSV 1 &amp; 2</li> <li>- RSV 3 &amp; 4 (Length &lt; 80 m)</li> </ul> <p><b>Type 4. Workboats &amp; Other service crafts</b></p> <p><b>Type 5. Tugs &lt; 20T BP</b></p> <p><b>Type 6. Fishing Vessels &lt; 30m</b></p>	<p><u>Details to be provided in Form 10 of Annexure -2</u></p>	<p>vessels (there should be at least one vessel each from any of the three vessel types out of the six types available in this category) and vessel shall be either delivered or under construction (at least keel laid). <u>Firm to provide details in form 7 of Annexure -2</u></p>	<p><u>Details to be provided in form 9 of Annexure -2</u></p> <p>Experience of Design Leads: Nav – 5 years Mech – 4 years Elec – 3 years</p>
Category -2	<p><b>Type 1. Passenger Vessels</b></p> <ul style="list-style-type: none"> <li>- RSV 3 &amp; 4</li> <li>- Coastal</li> <li>- Seagoing</li> </ul> <p><b>Type 2. Cargo Vessels</b></p> <ul style="list-style-type: none"> <li>- RSV 3 &amp; 4 (Length &gt; 80 m)</li> <li>- Coastal</li> <li>- Seagoing</li> </ul> <p><b>Type 3. Specialised Vessels</b></p> <ul style="list-style-type: none"> <li>- Tug &gt; 20T BP</li> <li>- Fishing vessels &gt;30m</li> <li>- Naval Vessels</li> <li>- Other specialised vessels</li> </ul>	<p>Greater than or equal to 1.5 Crore. <u>Details to be provided in Form 10 of Annexure -2</u></p>	<p>The Firm shall have experience in providing FULL basic design (including class approval) for minimum two vessels (there should be at least one vessel each from any of the two vessel types out of the three types available in this category.) and vessel shall be either delivered or under construction (at least keel laid). <u>Details to be provided in form 7 of Annexure -2</u></p>	<p>Minimum Number of employees in permanent roll &gt;= 20. (incl. technical/Non-technical/Officers/Draftsman) <u>Details to be provided in form 9 of Annexure -2</u></p> <p>Experience of Design Leads: Nav – 10 years Mech – 5 years Elec – 5 years</p>

- I. Quality Management Certification: Category -2 firm shall have implemented the industry standards ISO 9001 for quality management and copy of the certificate shall be submitted as part of the bid.
- II. Domain specific lead designers to be deputed for the project: Firm to produce CVs of Lead Designers possessing significant experience as indicated above in ship

design within the domains of Naval Architecture, Mechanical Engineering, and Electrical Engineering.

- III. **Financial Capability:** The Applicant (firm) who had applied for Corporate Debt Restructuring (CDR/CIRP/S4A or any other debt restructuring or debt resolution or insolvency processes under any applicable laws) in three years viz., 2019-2020, 2020-2021, 2022-23 and till the due date for submission of the bid is not eligible to participate in this request for EOI. The undertaking that the Applicant has not applied for CDR/S4A/CIRP etc shall be submitted as per Form 11 of Annexure 2.

## 5 MODALITIES OF AWARDING WORKS

1. After empanelment an LTE will be floated in GeM portal to the empanelled firms in category 1 or category 2 depending on the type of vessel.
2. The firms are to submit the offer in two bid (Technical and commercial bid). Price shall be opened only for the technically accept bid(s).
3. Price Negotiations: CSL reserves the right to hold technical and/or price negotiations with the L1 firm, if deemed necessary.
4. For any reasons, the firms under a category are not able to render the bid/work at competitive price, the work can be assigned to empanelled firms in next higher category or separate tender shall be proceed, which is the discretion of CSL.

## 6 INSTRUCTIONS TO FIRMS

### 6.1 GENERAL

1. The information contained in this Expression of Interest (Eoi) document provided to the Firm, by or on behalf of CSL or any of its employees or advisors, is provided to the Firm on the terms and conditions set out in this Eoi document and all other terms and conditions subject to which such information is provided.
2. Firm shall satisfy both the technical requirements and financial capabilities mentioned in section 4 for qualifying the Eoi.
3. Firms shall carefully go through the technical requirements mentioned in the document. Deviations, if any, shall be specifically brought out in the offer.
4. The general terms and conditions governing the contract for extended basic design after empanelment are detailed in Annexure 1 of the document. Firms are required to ensure full compliance with all clauses specified therein. Not allowed to seek any changes in the aforesaid document during extend basic design contract executing stage.
5. The format for the Non-Disclosure Agreement (NDA) and Integrity Pact is detailed in Annexure 1 of this document. Firms are required to ensure complete compliance with the



specifications therein. These agreements shall be signed by the firms at the contract execution stage.

6. The compliance forms for the NDA, Integrity Pact, and General Terms and Conditions are provided in Annexure 2 and must be submitted during the EOI submission stage. The said Documents are provided in Annexure 1 for reference.
7. CSL reserves the right to proceed with disqualification of the firm for submission of any falsified information without providing any prior/post written notice to the Firms of such disqualification of their offers.
8. CSL reserves the right to modify, expand, restrict, scrap this proposal or reject any Expression of Interest without assigning any reason
9. The purpose of this Eol document is to provide the Firm with information to assist the formulation of their Proposal. This Eol document does not purport to contain all the information each Firm may require. This Eol document may not be appropriate for all persons, and it is not possible for CSL, its employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Firm who reads or uses this Eol document. Each Firm should conduct his own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this Eol document and where necessary obtain independent advice from appropriate sources.
10. To ensure successful vessel design, the contractor must have the necessary resources. Cochin Shipyard Limited (CSL) may provide workspace at yard facility in Kochi, depending on the project size and importance. Otherwise, firm can carry out the design activity in their office. The contractor is responsible for equipping their employees working at CSL with desktops/laptops and all the software needed to complete the project.
11. 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 Eol document.
12. CSL may, in its absolute discretion, but without being under any obligation to do so, modify, amend, or supplement the information in this Eol document.
13. The issue of this Eol does not imply that CSL is bound to select and shortlist any or all the Firm. Even after selection of suitable Firm CSL is not bound to proceed ahead with the Firm and in no case be responsible or liable for any commercial and consequential liabilities in any manner whatsoever.
14. The Firm shall bear all costs associated with the preparation, technical discussion/presentation, and submission of Eol. CSL shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the Eol process.

15. Multiple proposals from the same Firm should not be submitted.
16. CSL reserves the right to verify all statements, information and documents submitted by the applicant in response to the EoI. Any such verification or lack of such verification by CSL shall not relieve the applicant of his obligations or liabilities hereunder nor will it affect any rights of CSL.
17. Canvassing in any form by the Firm or by any other agency on their behalf shall lead to disqualification of their EoI.
18. The documents / certificates submitted by the firm will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection / disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.
19. CSL will treat the completed EOI forms as confidential. Documents submitted by the firms will not be returned.
20. The proposal and all associated correspondences shall be in English. All supporting document or printed literature submitted along with the offer shall also be in English. Supporting documents, which are not translated to English, will not be considered for pre-qualification.

## **6.2 EVALUATION**

CSL will conduct a pre-bid meeting on 23<sup>rd</sup> Dec 2024. All the firms who wish to participate in this tender shall forward their queries by 18<sup>th</sup> Dec 2024 to the following e-mail ID. nibin.francis@cochinshipyard.in.

The response will be examined on the basis of other supporting documents. Applicants shall make a presentation (online/offline) to CSL to demonstrate their capabilities, experience, available resources etc. at a suitable date and time decided by CSL.

CSL will clarify queries on the pre-bid meeting and the same will be published

During evaluation stage of the Expression of Interests, CSL may, at its discretion, ask firms for clarifications on their proposal. The firms are required to respond within the time frame prescribed by CSL. CSL reserves the right to make inquiries with any of the firm's clients.

- a) CSL reserves the right to make inquiries with any of the clients listed by the firms in their previous experience record. Further CSL may ask the firm to make presentation to understand the capability of the firm w.r.t design experience. If required CSL representatives shall visit the office of the firm for assessment.

- b) CSL shall also visit the firm's premises, if necessary, to verify the data submitted by the firm during the bid submission stage and to check the capability of the firm, with short notice to the firm. Any discrepancy observed during such visits shall result in disqualification of the offer without any written notice to the firm.
- c) CSL reserves the right to make inquiries with any of the firm's clients such inquiries may also include visit to the premises of the firm's client to obtain clarifications or confirmation directly from the firm's clients. The Firm 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. Final acceptance of the offer is subject to the receipt of satisfactory feedback from the clients as mentioned above.

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

- a) Submitted the Proposal documents after the response deadline.
- b) Not submitted satisfactory documentary evidence and proof as per eligibility criteria mentioned in section 4 and annexure 2.
- c) Deviations from the General terms and conditions for contract, NDA & Integrity pact terms mentioned in the annexure 1.
- d) Made misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements.
- e) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- f) Failed to produce clarifications related thereto, when sought.
- g) Submitted more than one proposal.
- h) Based on any adverse feed backs received from previous clients approached by CSL during the assessment.
- i) Declared ineligible by the Government of India / State Govt. / Public Sector Undertaking.
- j) Applied for Corporate Debt Restructuring (CDR)/S4A or other debt resolution process or insolvency processes in three years viz. 2020-2021, 2021-2022, 2022-23 and till the due date for submission of EOI.
- k) Not meeting any other applicable criteria / clauses in the current EOI.
- l) Incomplete /misleading/false/ambiguous documentary evidence for eligibility requirement

- m) Information relating to the evaluation, clarification and recommendation for pre-qualification shall not be disclosed to firms or any other persons not officially concerned with such process until the pre-qualification process is completed. Any effort by the firms to influence CSL prequalification process may result in rejection of their EOI.

### **6.3 CONFLICT OF INTEREST**

All firms, their affiliates are required to disclose any actual or potential conflicts of interest to the procuring entity in writing. This disclosure must be made prior to the submission of a tender and must be updated promptly if any new conflicts arise.

Any firm having a conflict of interest, which substantially affects fair competition, shall not be eligible to participate in this EOI. Proposals found to have a conflict of interest shall be rejected as nonresponsive. Firm shall be required to declare the absence of such conflict of interest. A firm in this EOI Process shall be considered to have a conflict of interest if the firm:

- a) directly or indirectly controls, is controlled by or is under common control with another Firm; or
- b) receives or have received any direct or indirect subsidy/ financial stake from another firm; or
- c) has a relationship with another firm, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Firm or influence the decisions of the Procuring Entity regarding this EOI process; or
- d) participates in more than one bid in this EOI process. Participation in any capacity by a Firm (including the participation of a Firm as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party; or
- e) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

## 7 SUBMISSION OF EoI

### 7.1 SUBMISSION

The sealed proposals (Original + One Duplicate hard copy + One soft copy) super scribing the enquiry number, last date for receipt of EOI and title “Expression of Interest for Empanelment of Design Firms for Basic Design Works in Cochin shipyard Ltd.” shall be submitted as per the order of Proforma of Submission addressed to the following address with all credentials mentioned at clause 7.2 below:

**Chief General Manager  
Design Department  
Cochin Shipyard Limited  
Perumanoor Post, Kochi –682015  
Kerala, India**

- Enquiry No. & Date: CSL/DES/132/2024
- Last date of seeking clarifications, if any: **18<sup>th</sup> Dec 2024**
- Last date and time of Receipt of EOI: **09<sup>TH</sup> Jan 2025**, IST 16 00 hrs
- Opening date: **10<sup>TH</sup> Jan 2025**

The contact point for any clarification / correspondence is the following

**Nibin Francis  
Senior Manager (Basic design)  
Cochin Shipyard Limited  
Perumanoor Post, Kochi –682015  
Kerala India  
Mail id : [nibin.francis@cochinshipyard.in](mailto:nibin.francis@cochinshipyard.in)**

### 7.2 PROFORMA FOR SUBMISSION OF EoI

EOI Shall be prepared for submission as per Annex -2. Word copy of the same is attached along with this EOI. Following are the contents for submission of EoI Response

#### 1. Covering letter

Covering letter indicating interest to undertake CSL project (as per Format for application attached as **Form 1 of Annexure 2**).

#### 2. Company details & organization chart

Company profile with legal status, date of establishment, organization chart including permanent manpower and contract manpower available with qualification, Certificate of incorporation etc. as per format for Structure and Organization placed at **form 2 & 3 of Annexure 2**

ISO 9001 certificate for quality management (if firm is in category 2) as **Form 4**

Notary vetted certificate of incorporation as **Form 5**

Format of power of attorney as per **form 6 of Annexure 2.**

3. Experience details

Project handled in past 10 Years as per **form 7 of annexure 2.**

4. Manpower details

Man power and Domain experience of the lead designers as per **form 8 & 9 of annexure 2.**

5. Financial capability

Certificate regarding financial capability as per format placed at **Form 10 of Annexure 2** stating net worth & annual turnover during the past three (3) years and self-declaration that company has not applied for debt restructuring schemes as per **Form 11 of annexure 2 .**

6. Compliance form for Pre contract integrity pact, NDA and Terms and Condition

Compliance form -**Form 12 of Annexure 2**

7. Deviations, if any.

## **8 LIST OF ANNEXURES**

**Annexure 1 – General Terms & Conditions , Model**

**Annexure 2 – Performa for Submission of EoI**

-Sd/-

Deputy General Manager (Basic  
Design)

## Annexure 2 – Forms for EOI Submission

For

# Empanelment of Design Firms for Basic Design Works in Cochin shipyard Ltd

12<sup>TH</sup> Dec 2024

Enquiry No.: CSL/DES/BD/132/2024

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## 1. COVERING LETTER

Form 1

### FORMAT FOR EOI COVERING LETTER

(On Applicant's Letter Head)

(Date/ Ref No)

To

Chief General Manager  
Design Department  
Cochin Shipyard Limited  
Perumanoor P O  
Kochi-682015

Dear Sir,

Sub: Expression of Interest for Empanelment of Design Firms for Basic Design Works in  
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 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 to abide by all the terms and conditions as per Annex-2 of EOI document in case for execution of the work during the project phase.

Thanking you, Yours faithfully,

(Signature of the Authorized Representative)



## 2. COMPANY DETAILS & ORGANIZATION CHART

In this section provide the following

- Company Details as per the attached **form 2**
- Organization chart – **form 3**
- ISO Certificate : Category -2 firm shall have implemented the industry standards ISO 9001 for quality management and copy of the certificate shall be submitted – **form 4**
- Notary vetted Certificate of Incorporation – **form 5**
- Power of attorney – **form 6**

**FORMAT FOR SUBMISSION OF COMPANY DETAILS**

1. Name of Firm :

Address :

Phone :

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. 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

**FORMAT OF POWER OF ATTORNEY**

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

(Attested signature of Mr. \_\_\_\_\_)

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 Firm 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.*

### **3. EXPERIENCE DETAILS**

- Provide details of a projects basic design carried out (ONLY) by the firm for a Delivered or vessel under construction. **(form 7)**
- The Firm shall submit the Notary/Internal auditor Vetted copy of the Purchase Order (PO)/Work Order or Completion Certificate issued by the client as relevant stating the above. Relevant projects with full basic design with Naval Architecture, Structure, Machinery and Electrical only.
- No other experience to be provided

**PROJECTS HANDLED IN PAST 10 YEARS**

SR N O.	CATEGO RY & TYPE OF VESSELS	VESSEL PARTICU LARS (LxBxTxD ISP)	SHIP BUILDER & OWNER	YEAR OF BUILD	FIRM'S SCOPE (CLASS DRAWINGS/CALCULATIONS MADE )			Classifi cation Society	Unpriced PO attached Yes/No	REMA RKS
					Nav. Archite cture	Mech	Electrical			
					Yes/No	Yes/No	Yes/No			

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)

#### **4. MANPOWER DETAILS**

- Professional experience and educational qualification of the relevant design personnel to be submitted by filling the form attached. **(form 8&9)**
- The manpower details provided during the empanelment stage will be verified during the tender stage.If any of the above proposed employees leaves the company after being empanelled, the firm needs to replace the proposed person without which the empanelment shall stand suspended till such appointment is made.
- A minimum of 3 Short CV's may be provided by firm to illustrate individual experience of lead designers in each of the disciplines (NA,ME,EE).

**DOMAIN EXPERIENCE OF LEAD DESIGNERS**

<p><b>Name:</b></p> <p><b>Education:</b></p> <p><b>Years of practical experience :</b></p>
<p><b>Description of relevant experience in relation to vessel designs :</b></p>

Detailed CV can be attached instead of above

**MANPOWER ON PRESENT ROLLS**

	<b>Name</b>	<b>Designation &amp; Domain</b>	<b>Years of experience</b>	<b><u>Remarks</u></b>
1				
2				
3				

The above table has to be filled for all the persons in the present payroll in Naval Architect, Mechanical, and Electrical Disciplines



## 5. FINANCIAL CAPABILITY

- Details of financial status (copy of last 3 years Audited Annual Statement of Accounts & Report) together with details of past order values and list of bankers with mode of operation along with fund / non-fund-based facilities to be submitted by the design firms in the format prescribed below **-form 10**
- The Applicant (firm) who had applied for Corporate Debt Restructuring (CDR/CIRP/S4A or any other debt restructuring or debt resolution or insolvency processes under any applicable laws) in three years viz., 2019-2020, 2020-2021, 2022-23 and till the due date for submission of the bid is not eligible to participate in this request for EOI. The undertaking that the Applicant has not applied for CDR/S4A/CIRP etc shall be submitted as per **Form 11**

## FORMAT FOR FINANCIAL CAPABILITY

Sl No.	Last three Financial Year	Annual Turnover	Net worth as at the end of the financial year
1			
2			
3			

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

\_\_\_\_\_

**Certificate from the Statutory Auditors:**

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

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of firm (Statutory Auditor):

Signature of the Authorized Signatory:

Seal of Audit firm

**UNDERTAKING**

I, [Full Name], [Designation], of [Company Name], having its registered office at [Company Address], do hereby solemnly affirm and declare as follows:

That [Company Name] (hereinafter referred to as the “Company”) has not applied for or is not currently undergoing any of the following processes:

Corporate Debt Restructuring (CDR)

Strategic Debt Restructuring (SDR)

Scheme for Sustainable Structuring of Stressed Assets (S4A)

Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code, 2016

Any other similar debt restructuring schemes or insolvency proceedings.

That the Company has not submitted any application for these schemes as of the date of this undertaking.

That I undertake to notify [Relevant Authority/Institution Name] promptly if, at any time in the future, the Company applies for or enters into any of the above-mentioned schemes or any other similar debt restructuring or insolvency process.

I declare that the contents of this undertaking are true and correct to the best of my knowledge and belief, and that no part of it is false or misleading and nothing material has been concealed.

Place:

Date:

Signature: \_\_\_\_\_

[Full Name of Authorized Signatory]

[Designation]

[Company Name]

## **6. COMPLIANCE FORM FOR GENERAL TERMS & CONDITIONS, NDA AND INTERGRITY PACT**

**Form 12**

### **COMPLIANCE CERTIFICATE**

To be given in companies letter head

This is to certify that [Your Company Name], located at [Your Company Address], has fully complied with the submission requirements for the Expression of Interest (EOI) as outlined in the provided documentation. We have meticulously reviewed the Non-Disclosure Agreement (NDA), Integrity Pact, and General Terms and Conditions, as specified in Annexure 1 of the EOI documentation and agree to sign the above mentioned documents at the time of awarding of the contract.

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative)

(Name of the Applicant)

Seal of the company

## 7. ABBREVIATION

CSL	: Cochin Shipyard Ltd.
CDR/CIRP/S4A	: Corporate Debt Restructuring /Corporate Insolvency Resolution Process/Scheme for Sustainable Structuring of Stressed Assets
EOI	: Expression of interest
GeM	: Government e-Marketplace
GST	: Goods and Services Tax.
HSN	: Harmonized System of Nomenclature
LTE	: Limited Tender Enquiry
NDA	: Non-Disclosure Agreement
P & ID	: Piping and instrumentation
RSV	: River sea vessel

## Annexure 1

# GENERAL TERMS AND CONDITION FOR CONTRACT, PRE-CONTRACT INTEGRITY PACT & NDA

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# 1. GENERAL TERMS AND CONDITIONS FOR CONTRACT

## A. DESIGN SERVICE

- (i) The Firms shall have sufficient expertise to interpret the applicable Class rules, statutory regulations and undertake the design work for the "Vessels". Compliance to the requirements of the class rules and CSL's standard yard practices (provided by CSL) in the Basic design shall be the responsibility of the firm.
- (ii) Subsequent to the design submission, there shall be requirement to update the design and issue revisions based on the feedback during design progress from CSL/ Owner representative or the Classification Society to the satisfaction of the parties involved.
- (iii) Drawing submission to Class/Flag either by CSL or the Firm. Scope of drawing submission to class will be defined, while issuing tender enquiry for each design service. The fees and expenses related to such plan review and approval of Classification Society/flag and/or other relevant authorities shall be paid by the CSL directly
- (iv) All relevant technical communication between the "Firm" and Classification Society or Flag and/or other relevant authorities shall be done only through CSL
- (v) If the CSL requires changes or improvements for the Vessels leading to modification(s) (over and above those envisaged in the Specification, Class & flag requirement) of the drawings/documentation supplied by the FIRM, FIRM shall assist the CSL in evaluating the feasibility of such modification(s) and if such modification(s) is to be carried out then it shall be carried out by the FIRM at mutually agreed terms and condition. Provided, if such changes/modifications are based on the recommendations of Class/Flag/Other Statutory Authority, then FIRM shall carryout such changes/modifications without any additional cost to the CSL.
- (vi) If the CSL requires any additional information during the review/approval of the design drawings, the Firm shall provide the same at no extra cost to CSL.
- (vii) The firm shall attend the review meeting through electronic medium and/or in person at CSL, during various stages of the design, upon request from CSL.
- (viii) The documentation and correspondence under this Agreement shall be supplied in the English Language.

## **B. CONFIDENTIALITY, PROPERTY RIGHTS, ETC.**

### **(i) Confidentiality**

The FIRM undertakes that they shall not use nor make accessible to a third party any or all drawings, documentation, specifications, etc. which are used as input for Basic design and same generated based on the contract awarded for each project for any other purpose other than the task assigned without the prior written consent of the CSL.

The FIRM shall ensure that all persons employed on any work in connection with this contract have noted that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and will continue to so apply even after the termination or expiry of the contract.

### **(ii) Property Rights**

All technical documents relating to VESSEL or other technical information received by the FIRM in related with the work shall not, without the prior written consent of the CSL, be used for any purpose other than the scope mentioned in the contract and drawing generation for the CSL. The FIRM shall not, without the prior written consent of the CSL, use or copy, reproduce, transmit, or communicate to any third party the technical documents relating to VESSEL or other technical information received by the FIRM.

Intellectual Property Rights over all deliverables by the FIRM shall be exclusively vested with CSL and shall not be used or copied, reproduced, transmitted, made public, or communicated to any third party by FIRM without the prior written consent of the CSL.

It is clearly understood by the Parties that all deliverables under the contract awarded for each project and arising from that contract are the absolute Property of the CSL and the CSL is free to use this information/ drawing, for any purpose at a later stage without the requirement of any consent nor concurrence of the FIRM. The FIRM shall not be eligible to make any claim whatsoever on CSL in this regard.



## **C. COMMERCIAL TERMS AND CONDITIONS**

### **(i) Rates/Prices**

The rates/prices quoted and as accepted by the CSL, shall be a firm Price till the satisfactory execution of the Contract.

Similarly, if the FIRM is required to work extra hours/overtime to meet the scheduled execution of the Contract, all expenses in that context shall be on the account of the FIRM and no increase in rates/prices shall be accepted/paid by the CSL.

### **(ii) Contract Price and Terms of Payment**

The FIRM shall offer the best price for the scope of work described and agreed upon.

The contract price shall be all-encompassing and cover all expenses associated with carrying out the Scope of Work, including but not limited to:

- a. Software licenses required for the project;
- b. Salaries and payroll burdens for the Contractor's personnel engaged in the project;
- c. Direct and indirect expenses incurred during project execution;
- d. Traveling expenses, including transportation and accommodation for necessary business trips;

The information necessary for generating the costing part (inputs from the CSL for the scope of work) will be furnished to the empanelled firms during limited tender stage. Format of NDA to be signed with contract is placed at annexure-1. The information shared during the Pre-bid meeting is confidential and will not be shared with any firm afterward

The offer must be valid for a minimum period of 120 days from the date of the tender opening. In exceptional circumstances, CSL may request to extend the validity period for a specified additional period. In this regard, requests in writing by fax or by email shall be made to all the tenders, who have submitted their offer. The tenderer may refuse CSL's request to extend the validity period for such an additional period and shall exercise an option to withdraw their offer. Tenderers agreeing to the request of CSL for extending the validity of its offer, are not required or permitted to modify or submit its fresh tender.

The rates and prices quoted by the tenderer should be in Indian Rupees only.

The payment shall be done in stage wise against the set of deliverables which shall be finalised based on the scope of work and available time schedule during the project stage. Payment methodology for each stage is given below

- a. 20% of pro-rata cost of drawing will be released on submission to CSL.
- b. 70% of pro-rata cost of drawing will be released on approval by CSL.
- c. 10% will be released after approval of all drawings including revision drawings as applicable in the scope of supply.

In case of any delays in the submission of input data or final binding data from CSL, partial payments may be considered, contingent on the completion status of the relevant stages. Part payment for each stage shall be considered only in case of reasons attributable to CSL input delay.

### **(iii) Taxes & Duties**

- a. As per the GST Act, 2017 implemented by Govt. of India, effective from 01st July 2017, a levy of GST as applicable as on supply will be considered and paid extra. Accordingly, the financial evaluation will be done without considering the GST rate to determine the L1 status of bids since input tax credit is available to the FIRMS and CSL.
- b. The FIRM shall indicate GST no. and HSN code.
- c. The present rate of GST is to be indicated separately, variation in GST rate will be applied only up to the contractual delivery date.
- d. Any other Govt. levies payable by the CSL, must be specifically indicated in the tender, (if any taxes and duties are not indicated in the price offer, then presumed as quoted rates are inclusive) and payment will be made only to the indicated taxes and duties on the production of documentary evidence thereof.
- e. All Taxes and duties as applicable/agreed will be paid at actual, up to the contractual delivery date, beyond which, hike if any, shall be borne by the FIRM.

### **D. FALL CLAUSE**

The firm/FIRM winning the contract shall sign an agreement with Cochin Shipyard Ltd for "Fall clause" which means during the contract period the firm/FIRM cannot offer the services to anyone else at rates lower than the rates quoted, otherwise the same lowest rate shall be applicable to the contract with CSL also.

### **E. WORK COMMENSMENT TIME**

The work/job should start within 15 days from the date of placement of the order

### **F. WORKFORCE**

The workmanship must be of good quality and to the entire satisfaction of the CSL. In case of defects/deficiencies, if any, the same shall be rectified and made good by the FIRM without any extra cost to the CSL.

## **G. CANCELLATION OF ORDER WITH RISK PURCHASE**

- I. The progress of work will be continuously monitored by the CSL. In case of failure to complete the job within 6 weeks beyond the stipulated completion period for reasons solely attributable to the FIRM, CSL reserves the right to cancel the order. In such an occurrence, the CSL shall give a not less than thirty (30) day's written notice of termination to the Firm.
- II. In case of cancellation of the order of the CSL by the BUYER either in part or in full, the CSL shall have the right to cancel the remaining part of the Agreement with due notice to the FIRM immediately on being aware of such a situation. All payment for work done and accepted by the CSL/Classification Society/Statutory Authority till the notice of termination to be fully payable to FIRM up to stage of cancellation.

## **H. SUB CONTRACTING AND ASSIGNMENT**

Firm shall not contract with any subcontractor and/or vendor without the prior written consent of CSL. Such consent shall not relieve the Firm from any of his responsibilities and liabilities under the Purchase Order. Notwithstanding assignment to which CSL has given consent, Supplier shall be and remain solely responsible and liable for the proper and timely execution of the scope of work in accordance with the provisions of the Purchase Order.

## **I. LIQUIDATED DAMAGES**

- I. The FIRM agrees to deliver the documentation as per the schedule indicated in the tender Agreement. If delivery of documentation is delayed beyond the agreed delivery dates as per agreement, the FIRM shall pay CSL by way of liquidated damages as below.
- II. Where delivery of the Documentation is delayed by more than 15 (Fifteen) days due to the sole fault of the Firm, an amount equal to 10% for the document shall be payable to CSL per week for each of the delayed document. Above penalty for delay in delivery of the document shall be counted after the first 15 (Fifteen) days of delay in delivery. The cost for the delayed document will be determined by dividing the total contract price by the total number of drawings in the scope.
- III. The total compensation of the liquidated damages which are payable, shall not exceed 10 % of the Contract price.

## **J. FORCE MAJEURE**

I. In the event that the parties are not able to fulfil the stipulations in this Agreement owing to Force Majeure, such as war (declared or undeclared), fire, flood, earthquakes, epidemics, lockouts, natural calamities or other acts such as strikes (as not limited to the establishment of the party), sabotage, explosions, beyond the control of either party or any other events whatsoever beyond the control of the parties, the party affected shall immediately inform the other party by facsimile or email thereof within 48 hours of the commencement of the Force Majeure Event and subsequently dispatch detailed report by registered mail. As soon as the event terminates, ie, not later than 24 hours of the cessation of the Force Majeure Event the party affected should notify the other party immediately, by facsimile or email confirmed by registered mail not later than three days of the cessation of the Force Majeure Event.

Provided always: that there shall be no Force Majeure Delay if such delay could reasonably have been foreseen or anticipated by the FIRM on the Date of Contract, or that it could have been prevented or overcome by the exercise of due diligence by the FIRM, its servants, employees or Subcontractors.

II. In such cases the delivery time shall be postponed by the number of days affected by Force Majeure. The CSL shall have the right to cancel this Agreement if the Force Majeure event extends beyond 180 days without incurring any liability towards the FIRM for any undelivered works. In such an event CSL shall be at liberty to award the Contract to third parties and the FIRM shall not raise any claim on the drawings, documents already delivered to the CSL or subsequently developed by the CSL.

## **K. INDEMNIFICATION**

Both Parties agree to indemnify and hold harmless the other Party/its respective agents and employees from and against any and all claims and liabilities in respect of damage to or loss of third-party property and injury to or death of any person caused by it or any of its respective agents or employees and arising out of or about the performance of the Contract.

## **L. LAW AND JURISDICTION**

- I. The interpretation, validity, and performance of this Agreement shall be governed by the laws of the Republic of India.
- II. All disputes arising from and/or connected with the implementation of this Agreement shall, as far as possible, be settled through mutual friendly negotiations between the two parties.
- III. In case of any dispute or differences cannot be resolved within 90 days from the date of commencement of above-referred discussions, then the same shall be

referred to a Sole Arbitrator under the provisions of the Arbitration & Conciliation Act, 1996. The seat of Arbitration shall be Kochi and the language of the Arbitration proceedings shall be in English. Award of the Sole Arbitrator shall be final and binding upon the Parties.

- IV. The arbitrator shall be a person familiar with the duties of a marine consultant. Such reference to Arbitration shall take place within three (3) months after either party's notification to the other party of his desire to refer to the dispute Arbitration. Both Parties shall bear the expenses of Arbitration unless otherwise awarded by the Arbitrator.
- V. Further it is being agreed that to the extent permitted by law, the Courts at Ernakulum, Kerala shall have exclusive jurisdiction in respect of any issue/dispute under this Agreement.
- VI. The Parties hereto agree that the validity and interpretation of this Contract and each Article and part hereof be governed by and interpreted by the Indian Laws.

#### **M. GRIEVANCE REDRESSAL COMMITTEE**

As an alternate dispute redressal or reconciliation mechanism (other than what is provided under the arbitration clause), Cochin Shipyard has constituted the Grievance Redressal Committee. Contact the following executives of the committee for the settlement of disputes if any arising out of all contracts.

- a) Smt. Anjana K R, Chief General Manager (Design)
- b) Shri. Shibu John, General Manager (Finance)
- c) Smt. Bindu Krishna, Assistant General Manager (Legal)

## **2. PRE CONTRACT INTEGRITY PACT**

### **PRE-CONTRACT INTEGRITY PACT**

#### **1. General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ....day of the month of ..... , between, on one hand, the President of India acting through General Manager, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the "PRINCIPAL", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s.....represented by Shri....., Chief Executive Officer (hereinafter called the "FIRM/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure ..... and the FIRM/Seller is willing to offer/has offered the stores and

WHEREAS the FIRM 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 PSU performing its functions on behalf of The President of India.

NOW, THEREFORE,

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

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price inconformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling FIRMS 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: -

#### **2. Commitments of the PRINCIPAL**

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, favor or any material or immaterial benefit or any other advantage from the FIRM, 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.

The PRINCIPAL will, during the pre-contract stage, treat all FIRMs alike and will provide to all FIRMs the same information and will not provide any such information to any particular FIRM which could afford an advantage to that particular FIRM in comparison to other FIRMs.

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.

In case any such preceding misconduct on the part of such official(s) is reported by the FIRM 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 FIRMs**

The FIRM 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: -

- I. The FIRM will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, Favor, 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.
- II. The FIRM further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, 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 Favor or disfavour to any person in relation to the contract of any other contract with the Government.

- III. FIRMS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian FIRMS shall disclose their foreign principals or associates, if any.
- IV. FIRMS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid / contract and the payments have to be in Indian Rupees only.
- V. The FIRM further confirms and declares to the PRINCIPAL that the FIRM 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 FIRM, 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.
- VI. The FIRM, 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.
- VII. The FIRM 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.
- VIII. The FIRM will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- IX. The FIRM 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 FIRM also undertakes to exercise due and adequate care lest any such information is divulged.
- X. The FIRM commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- XI. The FIRM shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- XII. If the FIRM or any employee of the FIRM or any person acting on behalf of the FIRM, 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 FIRM's firm, the same shall be disclosed by the FIRM 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.

XIII. The FIRM shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

#### **4. Previous Transgression**

- I. The FIRM 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; FIRM's exclusion from the tender process.
- II. The FIRM agrees that if it makes incorrect statement on this subject, FIRM can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

- I. Any breach of the aforesaid provisions by the FIRM or any one employed by it or acting on its behalf (whether with or without the knowledge of the FIRM) 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 FIRM. However, the proceedings with the other FIRM(s) would continue.
  - (ii) To immediately cancel the contract, if already signed, without giving any compensation to the FIRM.
  - (iii) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian FIRM with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a FIRM 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 FIRM 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.

- (iv) To cancel all or any other contracts with the FIRM. The FIRM 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 FIRM.
  - (v) To debar the FIRM 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.
  - (vi) To recover all sums paid in violation of this Pact by FIRM(s) to any middleman or agent or broker with a view to securing the contract.
  - (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the FIRM, the same shall not be opened.
  - (viii) 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.
- II. 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 FIRM or any one employed by it or acting on its behalf (whether with or without the knowledge of the FIRM), 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.
- III. The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the FIRM shall be binding on the FIRM. However, the FIRM can approach the Independent Monitor(s) appointed for the purposes of this Pact.

## **6. Fall Clause**

- I. The FIRM 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 sub systems/items was supplied by the FIRM 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 FIRM to the PRINCIPAL, if the contract has already been concluded.

## **7. 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 FIRM. The FIRM shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

## **8. Independent Monitor**

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

Dr. Vinod Bihari Mathur, IFoS (Retd.)

D302, Arborea Luxury Homes,

Tarla Nagal, Near Doon Helidrome,

Dehradun, Uttarakhand - 248001

Mobile: 9412054648

Email: [vbm.ddn@gmail.com](mailto:vbm.ddn@gmail.com)

The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.

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.

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 FIRM. The FIRM 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 FIRM/Subcontractor(s) with confidentiality.

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.

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 /FIRM and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Law and Place of Jurisdiction**

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

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

**10. 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.

**11. Validity**

- I. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the FIRM/Seller, including warranty period, whichever is later. In case FIRM is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
  
- II. 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.

The parties hereby sign this Integrity Pact at.....on.....

For & on behalf of PRINCIPAL  
Cochin Shipyard Limited  
(Office Seal)

For & on behalf of FIRM  
(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.

### 3. NON DISCLOSURE AGREEMENT

#### CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (hereinafter referred to as "Agreement") is made and entered into by and between/among:

**COCHIN SHIPYARD LIMITED**, a Government of India Enterprise, incorporated as a company under the Companies Act, 1956 in India and having its registered office at Administrative Building, Perumanoor (PO), Cochin-682 015, India (hereinafter called "**CSL**", which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns)

AND

\_\_\_\_\_ (hereinafter referred to as "**XXXX**" which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns);

The entities listed above are referred to individually as a "Party" and together as "Parties".

#### RECITALS

WHEREAS CSL and XXXX intend to enter into discussions with each other, which may necessitate the disclosure of certain confidential or proprietary information, related to \_\_\_\_\_ of \*\*\*\*\* project hereinafter known as the "Express Purpose".

WHEREAS the Parties desire to mutually disclose (in each case, as appropriate, the "Disclosing Party") and receive (in each case, as appropriate, the "Receiving Party") to each other the Confidential Information (as defined below) in connection with the Express Purpose.

WHEREAS the Parties consider the Confidential Information to be extremely valuable and have entered into this Agreement in order to assure the confidentiality of such Confidential Information in accordance with the terms and conditions of this Agreement

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

#### 1. Purpose

The purpose of this Agreement is to protect the Confidential Information (as defined below) disclosed by the Disclosing Party for the Express Purpose.

## **2. Definition**

“Confidential Information” shall mean any and all information whatever the object (technical, commercial, industrial, business, juridical, financial, or strategic), the form (e-mail, fax, letter, patent), whether protected or not by intellectual property right(s), if the nature relates directly or indirectly to the Express Purpose and is identified in writing as Confidential at the time it is given

The Confidential Information shall not include information which:

- (i) was rightfully in the Receiving Party’s possession or was rightfully known to the Receiving Party without disclosure restrictions prior to its receipt from the Disclosing Party and as evidenced by written records;
- (ii) is or becomes publicly available by acts other than those of the Receiving Party;
- (iii) is rightfully received from a third party without a duty of confidentiality;
- (iv) is disclosed by the Receiving Party with the Disclosing Party’s prior written approval;
- (v) is developed by an employee of the Receiving Party to whom no disclosure of Confidential Information has been made and without access to the Confidential Information; or
- (vi) is disclosed by the express request of a competent tribunal or a court provided that the Receiving Party, as soon as reasonably practicable, informs the Disclosing Party of the disclosure requirements and the Receiving Party shall support /aid the Disclosing Party to take reasonable and lawful actions to avoid and/or minimise the degree of such disclosure.

## **1. Limitation on Disclosure**

The Receiving Party shall limit the disclosure of Confidential Information received by it only to:

(a) employees, agents and directors who are under a legal or contractual obligation to keep the same degree of confidentiality; or

(b) consultants and subcontractors who have signed a confidentiality agreement reflecting substantially same terms of this Agreement and after information to the Disclosing Party (collectively, the "Representatives")

who have a need to know such Confidential Information only for the purpose of evaluation of the potential cooperation between the Parties for the Express Purpose and advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential;

Save as provided above, Receiving Party shall not disclose to any third party this Agreement or any provision or the substance of this Agreement without any prior written consent of the Disclosing Party and be responsible for any breach of this Agreement by any of its Representatives.

## **2. Limitation on Use**

The Disclosing Party shall grant a non-exclusive right to use the Confidential Information to the Receiving Party who shall use it only for the Express Purpose.

The Receiving Party of Confidential Information without any prior written consent of the Disclosing Party shall not:

- (i) Disclose to any third party or publish, in whole or in part, such Confidential Information;
- (ii) Copy or store such Confidential Information for any purposes other than the Express Purpose;
- (iii) Or file, in its name or in the name of a third party, a patent application in relation to all or part of such Confidential Information.

The Receiving Party may not alter, decompile, disassemble, reverse engineer or otherwise modify any Confidential Information received hereunder and the mingling of any Confidential Information with information of the Receiving Party, and shall not affect the confidential nature of same as stated hereunder.

In handling Confidential Information of the Disclosing Party, the Receiving Party shall use the same degree of care that the Receiving Party uses to protect its own confidential information, but in no event less than the ordinary degree of care required by law to preserve the secrecy of information that under such law is deemed confidential and shall be responsible for any breach of this Agreement by any of its Representatives.



### **3. Term and Termination**

This Agreement shall be effective as of the date of the last signature as written below. This Agreement shall continue for a period of five years. The confidentiality obligation of the Receiving Party shall survive for a further period of five years after expiration or termination of the Confidentiality Agreement.

### **4. Ownership of Confidential Information**

Confidential Information shall remain the exclusive property of the Disclosing Party that the Disclosing Party is entitled to protect, and the Receiving Party shall receive or develop no rights in the Confidential Information as a result of the disclosure. The Receiving Party explicitly agrees that all Confidential Information disclosed under the terms of this Agreement is being received subject to the Disclosing Party's ownership rights in the Confidential Information and, further, subject to all relevant intellectual and/or proprietary property rights of the Disclosing Party, including the relevant laws governing patents, trademarks, copyrights, trade secrets and unfair competition. Nothing in this Agreement shall be construed as granting or conferring upon the Receiving Party, expressly, impliedly, or otherwise, any licenses or other rights under any patents, trademarks or any other intellectual and/or proprietary rights which the Disclosing Party now owns or may acquire after this Agreement takes effect.

### **5. Return or Destruction of Confidential Information**

The original and any authorised copies of Confidential Information shall be returned to the Disclosing Party or destroyed (i) upon termination of this Agreement, (ii) within thirty (30) days following the Receiving Party's written notice to the Disclosing Party that it no longer requires the materials, or (iii) upon written request by the Disclosing Party, whichever is sooner. Within thirty (30) days after above (i), (ii) or (iii), the Disclosing Party could request in writing from the Receiving Party that the Receiving Party at its discretion either returns or destroys all Confidential Information received from the Disclosing Party, to include Confidential Information stored electronically and/or on record-bearing media as well as any copies thereof. The Receiving Party shall confirm in writing such destruction or return of the Confidential Information as well as any copies thereof to the Disclosing Party within thirty (30) days after receipt of the Disclosing Party's request.

The provisions for destruction shall not apply to copies of electronically communicated Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies of it which must be stored by the Receiving Party or its advisers according to provisions of mandatory law, provided that this Confidential Information or copies of it shall be subject to continuing obligations of confidentiality under this Agreement but no further use shall be permitted as from the date of the request.

**6. Amendment; Entire Agreement**

This Agreement sets forth the entire agreement and understanding between/among the Disclosing Party and the Receiving Party. This Agreement may be amended only by a written agreement between/among the Disclosing Party and the Receiving Party. No rights, obligations, representations or terms other than those expressly recited in this Agreement are to be implied from this Agreement.

**7. Disclaimer**

The Disclosing Party and the Receiving Party acknowledge that no obligation exists under this Agreement to come to final agreement concerning any matter.

Nothing in this Agreement shall obligate either the Disclosing Party or the Receiving Party to disclose to one another any particular information and to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party.

The Disclosing Party and the Receiving Party agree that in no event shall the Disclosing Party be liable or responsible for the accuracy or completeness of the Confidential Information.

**8. Severability**

If any of the provisions of this Agreement are determined to be invalid under applicable law, they are, to that extent, deemed omitted. The invalidity of any portion of this Agreement shall not render any other portion invalid.

**9. Assignment**

The rights and obligations of the Disclosing Party and the Receiving Party under this Agreement shall not be assigned or transferred to any person, firm, corporation, and entity without the express prior written consent of one another.

**10. Notice of Breach**

The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by the Receiving Party, or any other breach of this Agreement by the Receiving Party, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

**11. Notices**

Any notices required by this Agreement and any other written communications relating to this Agreement shall be directed to the attention of the following addresses:

For CSL

Name: Nibin Francis  
Title: Senior Manager (Basic design)  
Address: Administrative Building, Perumanoor (P O), Cochin-682015, Kerala  
  
Phone: +91 9995806165  
Email: nibin.francis@cochinshipyard.in

For XXXX

Name:  
Title:  
Address:  
Phone:  
Email:

## **12. Remedy**

The Parties acknowledge and agree that Confidential Information is valuable information, the unauthorized disclosure of which would cause irreparable injury for which there would be no adequate remedy at law. The Disclosing Party will be entitled to specific performance and injunctive relief (to the extent permitted by applicable law) as remedies for any such breach if such remedy is necessary and effective. Such remedies will not be deemed to be the exclusive remedies for a breach of this Agreement but will be in addition to all other remedies available at law or at equity or by statute to the Disclosing Party. The Disclosing Party shall be entitled to recover its costs and fees, including reasonable attorneys' fees, incurred in obtaining any such relief. Further, in the event of litigation relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses.

## **13. Waiver**

No failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege whatsoever hereunder.

No waiver of any breach of any term and/or provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term and/or provision of this Agreement.

**14. Governing law**

This Agreement shall be governed by the laws of India

**15. Settlement of Disputes**

All disputes arising out of or in connection with this Agreement shall be finally settled in accordance with the Laws of the India.

Nothing in this clause shall prevent either party from applying to any appropriate court for any injunction or others like remedy to restrain the other party from committing any breach of this agreement.

IN WITNESS WHEREOF, the Disclosing Party and the Receiving Party have caused this Agreement to be signed on its behalf by its duly authorised representative as of the Effective Date of this Agreement, which shall be the date of the signature by the last signatory to this Agreement.

This NDA is entered into on XX XX XXXX

**COCHIN SHIPYARD LIMITED**

By: ANJANA KR

Title: Chief General Manager (Design)

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By:

Title:



(END OF DOCUMENT)