

कोचीन शिपयार्ड लिमिटेड/COCHIN SHIPYARD LIMITED
कोची/COCHIN - 682 015

पोत निर्माण प्रभाग/SHIP BUILDING DIVISION
आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



INVITES

अभिरुचि की अभिव्यक्ति (ईओआई)
EXPRESSION OF INTEREST (EOI)

FOR

**EXPRESSION OF INTEREST (EOI) FOR VENDOR EMPANELMENT
FOR HULL BLOCK FABRICATION, HULL ERECTION AND
BLASTING & PAINTING WORKS IN SHIPS UNDER
CONSTRUCTION IN CSL, COCHIN**

EOI NO. SB-OSD/GEN/878/2024 Dtd. 19-06-2024



JUNE - 2024

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अभिरुचि की अभिव्यक्ति / EXPRESSION OF INTEREST (EOI) FOR VENDOR EMPANELMENT FOR BLASTING AND PAINTING, HULL ERECTION & HULL BLOCK FABRICATION WORKS OF SHIPS/SHIP BLOCKS UNDER CONSTRUCTION IN CSL, COCHIN

1. कंपनी प्रोफाइल/ COMPANY PROFILE

- 1.1. Cochin Shipyard Limited (CSL) was incorporated in the year 1972 as a fully owned Government of India Company. Presently, the Government of India holds 72.86% of equity share capital in the Company. In the last five decades, the company has emerged as a forerunner in the Indian shipbuilding & ship repair industry and also a well known player on the global shipbuilding front.
- 1.2. The Company has built and delivered the prestigious Indigenous Aircraft Carrier for the Indian Navy and has built & repaired some of the largest ships in India. Over the years, CSL has successfully responded to fluctuations in the shipbuilding requirements of the markets and has evolved from building bulk carriers to smaller and more technically sophisticated vessels such as Platform Supply Vessels (PSV) and Anchor Handling Tug Supply Vessels (AHTS).
- 1.3. CSL has worked with several leading technology vendors in the industry including Rolls Royce Marine (Norway), GTT (France), Vard group (Norway) etc. CSL has exported 47 vessels to some of the most demanding International Clients in Norway, Netherlands, Cyprus, USA, Germany, Demark/Bahamas, Saudi Arabia and UAE. Our key shipbuilding clients on the domestic front include the Indian Navy, the Indian Cost guard, Ministry of Home Affairs, the Shipping Corporation of India Limited, Lakshadweep Government, various Port Trusts, Inland Waterways Authority of India (IWAI), A&N Administration, Directorate General of Lighthouses and Lightships (DGLL) and Jindal Steel Works (JSW) group. CSL has also undertaken repairs of various types of vessels including up gradation of ships of the oil exploration industry as well as periodical maintenance, repairs and life extension of ships for Defence and Commercial Customers. CSL is presently one of the best performing shipyards in India.
- 1.4. CSL has recently geographically expanded its footprints across the western and eastern coasts of India. Ship repair facilities have set up at Mumbai, Kolkata and Port Blair. Also, CSL has set up wholly owned Subsidiary Units at Udupi and Hoogly.

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1.5. CSL is in the final stage of setting up a New Dry-dock in CSL Main Facility in Kochi and an International Ship Repair Facility at Willington Island, Kochi with a ship lift and six transfer bays. The New Dry-dock measuring 310*75/60*13m with a 600T Gantry crane will be capable of handling vessels up to Suezmax, Aircraft Carriers of 70000T displacement, Jack-up rigs, LNG vessels etc.

2. ईओआई का परिचय और उद्देश्य / INTRODUCTION & OBJECTIVE OF EOI

2.1. Cochin Shipyard Ltd (CSL) is in the process of expanding its present production capacity with the construction of a new dry dock expected to be ready by the end of 2024 with the objective of augmenting the Ship building /Ship repair capacity essentially required to tap the market potential of building specialized and technologically advanced vessels such as NGMV, CSOV, MPV, LNG carriers, Aircraft Carriers, Dredger and repairing of Offshore platforms and larger vessels. The Surface Preparation and Painting, Hull erection & Hull block fabrication works of Ships / Ship Blocks carried out during different stages of Ship building plays a vital role in the ship building process. In order to utilize the entire capacity of infrastructure available for painting works, hull fabrication & hull erection works with CSL, CSL intends to increase the number contractors empanelled for the above services and Invites Expression of Interest from reputed and qualified companies / organizations who can undertake the above Ship building services.

2.2. The objective of this EOI is to identify & empanel the potential vendors to enhance the Hull Block fabrication, Erection of Hull blocks and Blasting & Painting works of Ships / Ship Blocks under construction in CSL. *With this EOI and subsequent empanelment of the vendors/vendors as sub-contractors, CSL intent to create a pool of suitable and competent sub-contractors with valid credential for considering following:*

- A. To award onsite work pertains to Hull fabrication, Erection of Hull Blocks and Blasting & Painting works in Ships/ Ship blocks under construction in CSL premises through Rate based work order system (Rate fixed by CSL time to time)**
- B. To consider as a technically qualified vendor for competitive (LTE/Open) tender process as and when required.**

3. पैनल में शामिल होने की सूचना / NOTICE OF EMPANELMENT

The contractors will be empanelled for the following type of work in the different categories as under. A broad scope of each of the work and standard conditions for undertaking the work are specified at **Annexure-1**. The contractors are requested to indicate the Category/ Categories against which they would like to indicate their expression of interest/ Empanelment by filling up the format in **Annexure - 4**.

3.1. Category of work :

- I. Hull Block Fabrication
- II. Hull Erection works
- III. Blasting & Painting

Note: The vendor is required to submit application in the prescribed format **Annexure-3** indicating the category of work for which empanelment is requested.

4. पात्रता मानदंड / PRE QUALIFICATION CRITERIA

The empanelment will be based on the following basic pre-qualification criteria and subject to meeting other technical/financial PQ Criteria required for the each category of work detailed at **Annexure - 2**. Contractors/Vendors shall clearly indicate the categories of work for which empanelment is sought and attach supporting documents category wise.

4.1. सामान्य / GENERAL

- 4.1.1. The vendor shall be a single vendor.
- 4.1.2. The vendor should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with this EOI.
- 4.1.3. Vendor shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./Public Sector Undertakings etc. The vendor shall not have been debarred / black listed by CSL or by any of the Public Sector Undertaking or Government department etc.
- 4.1.4. All statutory requirements including labour license / ESI / EPF / Insurance of employees etc shall be the responsibility of contractor/ vendors.

4.1.5. RIGHT TO VERIFICATION: CSL has the right to verify the authenticity of vendor/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

4.2. तकनीकी अनुभव / TECHNICAL EXPERIENCE

4.2.1. The vendors shall have similar work experience of at least 1 year in a marine / ship building / ship repair / Engg industry during last 5 years ending as on 31st May 2024.

4.2.2. Technical Pre-Qualification for similar work for each category (Hull Block fabrication, Hull Erection and Blasting & Painting) is detailed at **Annexure-2**. Vendors are requested to submit their credentials accordingly to prove their technical experience in each category of job.

4.2.3. Considering the importance of HSE practices followed by CSL, interested the vendors must submit the above HSE plan.

4.2.4. The vendor is required to fill up the details as per format provided at Annexure-3 indicating the category of work for which empanelment is sought for.

4.3. वित्तीय क्षमता / FINANCIAL CAPABILITY

4.3.1. The Vendor's Average Annual Turnover for the last three year should be at least 30 % of the annual value of work entitled for each category of works as indicated in different grades in the below table

4.3.2. The PQ criteria in respect of empanelment of contractors for different categories will be as under.

Grade	Annual Approx. estimated value of work entitlement excluding taxes	Financial capability required in terms of Turn over (Avg of last 3 years)
A	5000 Lakhs	1500 Lakhs
B	2500 Lakhs	750 Lakhs
C	1000 Lakhs	300 Lakhs
D	500 Lakhs	150 Lakhs
E	100 Lakhs	30 Lakhs
F	50 Lakhs	15 Lakhs

4.3.3. The empanelled vendors will be graded as above for considering priority for the allotment of different quantum of work based on their previous experience and financial turn over for the last 3 years.

4.3.4. The Vendor shall enclose with its Proposal, certificate issued by Chartered Accountant with their seal and signature, stating its positive net worth, turnover and profit during the past three years. Certificate shall be as per the format placed at **Annexure – 6**.

4.4. OTHER TERMS & CONDITIONS

4.4.1. **Vendors already registered with CSL for a particular categories listed in clause 3.1 above need not apply for the same category. However, such vendors may apply for other categories.**

4.4.2. The Vendor should furnish the required work-specific information and documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to CSL in support of its claim of experience.

4.4.3. The vendor has to submit the documents, which validates the above mentioned requirements. CSL reserves the right to demand for a hardcopy of any of the above documents and any other related documents, if required. Vendors shall comply with the same.

4.4.4. The Vendors are required to submit detailed information about previous experience indicating details of previous purchase orders, nature of work carried out, PO value, start and completion of work period against which they are meeting the qualifying criteria of the work as per Annexure-2

4.4.5. If required, the documents / certificates submitted by vendor 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.

4.4.6. Right to Verification: CSL has the right to verify the authenticity of vendor/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

4.4.7. It is strongly advised that interested parties may visit the CSL, Kochi before submitting the EOI. The visit is intended for the vendors to have first-hand information regarding the scope of work, and to make proper assessment of the workplace/ facilities.

5. ALLOTMENT OF WORK TO THE EMPANELLED CONTRACTORS

- 5.1. The empanelled contractors are meant to execute the respective category of work (s) in which empanelment is allotted. The outsourcing and awarding of rate based work order will be on mutual consent and at the discretion of CSL subject to order book position of CSL, infrastructural facilities in the yard and requirement of scope for outsourcing from time to time. Conferment of empanelment cannot automatically guarantee conferment of work order.
- 5.2. CSL reserves right to reduce/ increase the percentage work based on the performance of work undertaking vendors at site.
- 5.3. CSL reserves the right to cancel the work partially/fully at any stage without assigning any reasons whatsoever based on CSL requirement. The decision of CSL regarding the same shall be final and conclusive.
- 5.4. CSL may consider the empanelled contractors for limited tender enquiries subjected to satisfactory performance in work executed after empanelment in CSL.

6. TERMS & CONDITIONS APPLICABLE TO EMPANELLED CONTRACTORS

- 6.1. After empanelment, the empanelled contractors has to register their vendor registration through CSL SMS support. Further extension of registration will be as per CSL norms.
- 6.2. CSL reserves the right to extend/nullify the empanelment, if found required.
- 6.3. In case of empanelled vendor found in breach of any terms & condition(s) of CSL or work order, at any stage during the course of work or warranty period, legal action as per rules/laws, shall be initiated against the vendor and EMD/SD/PBG shall be forfeited, besides debaring and blacklisting the vendor concerned as per prevailing rule of CSL.
- 6.4. The vendor should not assign or sublet the empanelment or any part of it to any other vendor in any form. Failure to do so shall result in termination of empanelment.
- 6.5. All registered / empanelled vendors are expected to maintain absolute integrity, follow a decent ethical business standards and do nothing for unbecoming of a registered vendor.
- 6.6. CSL has all the rights reserved to add / delete / alter any of the items and to amend/ add any of the terms and conditions included in the registration granted to vendors with effect from any date, without assigning any reason(s) for the same.

6.7. The vendors who fails to complete the work within mutually agreed schedule would be barred from allotment of additional work and the uncompleted work will be completed by CSL through elsewhere at risk & cost of the vendor. Non-performing vendors will be removed from list of empanelled contractors periodically. Similarly, new interested vendors will be empanelled for different work at intervals of every six months.

7. भुगतान की शर्ते / PAYMENT TERMS

- 7.1. 100% Payments for completed work will be made within 45 days receipt of Tax Invoice in duplicate with work completion Certificate (WCC) duly certified by the officer-in-charge.
- 7.2. However, any special payment terms for Hull fabrication, Hull erection and Blasting & Painting shall be applicable.
- 7.3. All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.
- 7.4. An invoice upload facility by vendor is established through the Vendor Invoice Management (VIM) Portal and is currently available for supply as well as service vendors including subcontractors so as to facilitate transparency and timely payment. The portal can be accessed at: <https://apps.cochinshipyard.in:446/vim/Home.jsp>
- 7.5. The same can also be accessed via Cochin Shipyard Website (<https://cochinshipyard.in>) as below;
Path: Cochin Shipyard Website --> Related Links --> Vendor Payment Info
- 7.6. All invoices above 10 Lakhs (including GST) are required to be digitally signed by the vendors and uploaded in VIM portal. The direct submission of invoices with value above 10 Lakhs will not be accepted. Once the invoices are digitally signed and uploaded, there is no need to submit the hard copy for processing the payment.
- 7.7. The invoice can be tracked using the generated Invoice Tracking Number till the payment.
- 7.8. Payment will be made by RTGS/NEFT to the account of contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the contractor in the proforma of CSL.
- 7.9. Cochin Shipyard Limited (CSL) has registered in the **TReDS Portal viz., RXIL, M1xchange and Invoice Mart**. Those vendors who have registered in the TReDS portal may upload the invoice in the respective portal under an intimation to concerned executing officer for processing the payment through TReDS portal. Vendors are

requested to check with the concerned executing officer regarding the Quality inspection status, where ever applicable, before uploading the invoices in TReDS portal.

8. हितों का संघर्ष / CONFLICT OF INTEREST

CSL- requires that the vendor must provide professional, objective & impartial service and at all times hold the interest of the Company paramount, strictly avoid conflicts with other assigned jobs or their own corporate interests. In case the applicants have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the requirements, they shall declare such interests as part of their proposal.

9. प्रस्ताव स्वीकार करने का अधिकार / RIGHT TO ACCEPT PROPOSAL

- 9.1. CSL- reserves the right to modify, expand, restrict, scrap this EoI proposal or reject Expression of Interest without assigning any reason at any stage.
- 9.2. CSL reserves the rights to accept, consider or reject any or all applications without assigning any reasons thereof. The decision of CSL in respect of registration / empanelment of vendors for various categories of work / items will be intimated by post /email and shall be final & binding on all concerned registered vendors / vendors in the panel of CSL

10. स्पष्टीकरण / CLARIFICATIONS

During evaluation stage of the Expression of Interests, CSL- may at its discretion, ask owners/vendors for clarifications on their proposal. The owners/vendors are required to respond within the time frame prescribed by CSL. It may be noted that CSL will not reimburse any cost incurred by the vendors towards the preparation and submission of the EOI.

11. भाषा / LANGUAGE

The proposal and all associated correspondence shall be in English. All supporting document or printed literature submitted along with the offer shall also be in English.

12. मूल्यांकन / EVALUATION

- 12.1. The offer will be examined on the basis of response to requirements in EoI defined by CSL. If found necessary applicants may be called for to present the details at a suitable date and time. The purpose of such presentations is to facilitate the applicants to demonstrate their capacities in order to assist the evaluation committee to arrive at the envisaged objective.
- 12.2. In addition, CSL reserves the right to visit owners/vendors work place, if required to have first hand information regarding the capacities. The vendors shall coordinate for the above visits whereas travelling and all other expenses for the same shall be borne by CSL. In the absence of adequate capacities, the EOI shall be rejected and hence will not be considered further.

13. अयोग्यता / DISQUALIFICATION

13.1. **CSL may at its discretion and at any time during the evaluation of proposal, disqualify any vendor, if they have/are:**

- 13.1.1. Submitted the proposal documents after the response deadline.
- 13.1.2. Not submitted satisfactory documentary evidence and proof as required
- 13.1.3. Made misleading or false representations in the forms, statements and attachments submitted.
- 13.1.4. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- 13.1.5. Failed to produce clarifications related thereto, when sought.
- 13.1.6. Declared ineligible by Government of India/State Govt/Public Sector Undertaking.
- 13.1.7. Not meeting any of the stipulated eligibility criteria laid out.

13.2. **Even though the vendors meet the qualification criteria, they are subject to be disqualified if CSL come to know during the evaluation stage:**

- 13.2.1. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements and or
- 13.2.2. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, financial failures etc.
- 13.2.3. Information relating to the evaluation, clarification and recommendation for qualification is disclosed to vendors or any other persons not officially concerned with such process until the qualification process is completed. Any effort by the vendor to influence CSL process may result in rejection of this EOI.

14. संपर्क / COMMUNICATION

<u>For Commercial queries:</u>	<u>For Technical queries:</u>
1) Mr. Madhu P K, AGM (Outsourcing) Mob No: 73566 04501 Email : madhu.pk@cochinshipyard.in	1) Mr. Joby Varghese AGM (Hull Fabrication) Mob No: 98957 05110 Email : joby.v@cochinshipyard.in
2) Mr. Adarsh S, AM (Outsourcing) Mob No: 87146 30926 Email : adarsh.s@cochinshipyard.in	2) Mr. Deepu K AGM (Hull Erection) Mob No: 98957 05085 Email : deepu.k@cochinshipyard.in
	3) Mr. Syam Sivadas SM (Painting) Mob No: 81294 97525 Email : syam.sivadas@cochinshipyard.in

15. अभिरुचि की अभिव्यक्ति प्रस्तुत करने का प्रपत्र / PROFORMA FOR SUBMISSION OF EXPRESSION OF INTEREST

- 15.1. Covering letter clearly indicating the vendors interest in “EXPRESSION OF INTEREST (EOI) FOR VENDOR EMPANELMENT FOR HULL BLOCK FABRICATION, HULL ERECTION AND BLASTING & PAINTING WORKS IN SHIPS UNDER CONSTRUCTION IN CSL, COCHIN”.
- 15.2. Company profile details to be provided as per Annexure - 5 - Complete name of the vendor with legal status, date of establishment and type of organization, whether individual (Organization chart to be provided), proprietorship, partnership, private limited company, public limited company etc.
- 15.3. Application for Empanelment as per Annexure - 3.
- 15.4. List of All Similar Works Successfully Completed During the Last Ten Years as per Annexure -4.
- 15.5. Financial capability statement of the vendor as per Annexure - 6.

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- 15.6. Exact and complete corporate/registered/home & office address, business address, telephone numbers, Fax numbers, email and cable address. For vendors with foreign registry, indicate any branch office(s) established in India with details in aforesaid manner.
- 15.7. If present vendor is the successor to or outgrowth of one of the or more predecessor's vendors, fresh name(s) of former entity titles and year(s) of their original establishment with details in aforesaid manner.
- 15.8. Contact details of designated representative -List of not more than two (02) principals who may be contacted by the Office. Listed principals must be empowered to speak on behalf of the vendor on policy and contractual matters.
- 15.9. Basic Details of the Surface Preparation and Painting Jobs with relevant documents substantiating the Qualification Criteria & Requirements to be met. Application for Qualification to be provided as per Annexure-B.
- 15.10. Undertaking in the vendor's letter head with seal stating that "EXPRESSION OF INTEREST (EOI) FOR VENDOR EMPANELMENT FOR HULL BLOCK FABRICATION, HULL ERECTION AND BLASTING & PAINTING WORKS IN SHIPS UNDER CONSTRUCTION IN CSL, COCHIN." so intended to be carried out should be free of all encumbrances and not be under lien, attachment or hypothecation/mortgage to any third parties including Banks/ Financial Institutions for any liability whatsoever."
- 15.11. The Non-Disclosure Agreement at Annexure - 9
- 15.12. All pages of the Request for EOI document, including amendments if any shall be duly signed and sealed by the authorized representative of the vendor as a token of the acceptance of all the terms and conditions stated therein the document.

16. अभिरुचि की अभिव्यक्ति की प्रस्तुति / SUBMISSION OF EXPRESSION OF INTEREST

- 16.1. EOI should be submitted in soft copy via E-mail only. CSL will not accept any other mode of EOI.
- 16.2. The subject of the E mail should clearly state the EOI number and due date of submission.
- 16.3. EOI Documents should be submitted in PDF Format and directly openable from the PDF format. Offers not complying with the above shall be summarily rejected without further intimation.
- 16.4. EOI shall be submitted via e mail to:

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- (i) jithu.gl@cochinshipyard.in
(ii) adarsh.s@cochinshipyard.in

Copy to:

- (i) madhu.pk@cochinshipyard.in
(ii) ajithkumar.n@cochinshipyard.in

17. क्षेत्राधिकार / JURISDICTION

17.1. This invitation for EOI is subject to the Law of India, any dispute or difference on account of this EOI shall be subject to the Courts in Cochin, Kerala.

18. प्रस्ताव जमा करने की अंतिम तिथि / LAST DATE FOR SUBMISSION OF PROPOSAL

- 18.1. The EOI shall be received at Cochin Shipyard Ltd on or before 14.00 Hrs on 9th July – 2024.
18.2. Late EOI with conditions will be summarily rejected.
18.3. CSL takes no responsibility for delay, loss or non-receipt of EOI sent by e-mail.

19. अनुलग्नक और परिशिष्ट की सूची / LIST OF ANNEXURE & APPENDIX

Annexure-1	Detailed Scope of work
Annexure-2	Technical Pre-Qualification Requirements
Annexure-3	Application for Empanelment
Annexure-4	List of all Similar Works Successfully Completed During The Last Ten Years
Annexure-5	Company Profile Format
Annexure-6	Format For Financial Capability
Annexure-7	Integrity Pact
Annexure-8	Terms and Conditions Applicable to Empanelled Vendors
Annexure-9	Non-Disclosure Agreement

ANNEXURE - 1

DETAILED SCOPE OF WORK

I. HULL BLOCK FABRICATION INSIDE AND OUTSIDE CSL

WORK DESCRIPTION

- (a) CSL wish to outsource Hull block fabrication work within CSL premises as well as outside CSL at sub contractor's premises using their facility. Hull Block fabrication includes Panel welding, Sub assembly, Block fabrication, Dry survey and other associated activities.
- (b) The contractor shall fabricate ship-hull units weighing up to 120 Tons each, from marine grade steel such as Grade A, AH36, DMR, Stainless steel etc. and Aluminium as per the specified drawings and standards.
- (c) All work incidentals to achieve the quality requirements during fabrication of units as per standards, is in the scope of contractor; the contractor should be well versed with such standards and shall deliver quality units within scheduled time duration.

INSPECTION

- (a) The complete work has to be carried out under the survey of ship classification society / owner / CSL as per applicable QAP.
- (b) Contractor shall ensure various pre requisite to ensure quality such as qualification of WPS, use of calibrated welding machines and oven's, use of welding consumables approved by DNV, material / welder traceability, facility inspection and clearance by DNV etc.

A. HULL FABRICATION INSIDE CSL

1. SERVICES / FACILITIES PROVIDED BY CSL

- (a) Fabrication drawings and standards.
- (b) Skid facilities with or without covered roof
- (c) Additional material for modification of existing skids
- (d) Consumables like Welding electrodes and MIG/MAG spools, grinding wheel etc.

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- (e) Oxygen, Co2 and acetylene gas for cutting and fabrication.
- (f) Illumination inside unit.
- (g) Utilities like compressed air, power supply (440V, 230V and 110V) and fresh water.
- (h) Crane /fork for material handling and transporter for unit movement.
- (i) Space for site-office.
- (j) Scaffolding Materials.
- (k) Slings and shackles for shifting of completed units.

2. MATERIAL/SERVICES TO BE PROVIDED BY CONTRACTOR

- (a) Machines and Equipment for welding, cutting, grinding, gouging, bevelling, etc.
- (b) Tools and tackles for lifting and fabrication.
- (c) Portable ovens.
- (d) Hand held Portable lights (24V) for confined spaces.
- (e) All PPEs and flash back arrestors.
- (f) Any other material / services required for completion of the work.
- (g) Qualification of welder at own cost inside CSL@8400+GST
- (h) Additional cost for RT failure will be deducted from the sub-contractors bill
- (i) The contractor may have to operate 24 hours, on 3 shifts to complete the given work on time.

B. HULL FABRICATION OUTSIDE CSL

1. SERVICES / FACILITIES PROVIDED BY CSL

- (a) Fabrication drawings and standards.
- (b) Providing prepared material for block fabrication
- (c) CSL will provide additional material for lifting lugs including stiffening materials.
- (d) Providing production/ detailed fabrication drawings
- (e) Arrangement for inspection by in house QC/OWNER/DNV
- (f) CSL shall QA plan & NDT plan.
- (g) CSL will share approved WPS for welder qualification.
- (h) The welder test is to be carried out in presence of DNV at CSL welding technology centre.
- (i) The facilities for welding test like welding machine, welding consumables and test piece will be provided by CSL, whereas the welding tools accessories and personal PPE to be

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carried by the contractor. Additional costs for certification must be paid by the contractor at the current rate of INR 8400 + GST in CSL.

- (j) CSL will provide the crane/fork lift at CSL facility for loading material and unloading finished product subject to availability
- (k) CSL will provide electrodes @ 3% of block weight and backing strips

2. MATERIALS & EQUIPMENT TO BE PROVIDED BY CONTRACTOR

- (a) Machines and Equipment for welding, cutting, grinding, gouging, bevelling, etc.
- (b) Tools and tackles for lifting and fabrication.
- (c) Portable ovens
- (d) Hand held Portable lights (24V) for confined spaces.
- (e) All PPEs and flash back arrestors.
- (f) Any other material / services required for completion of the work.

3. SERVICES TO BE PROVIDED BY CONTRACTOR

- (a) The vendor's scope of work is the supply of fabricated units as per drawing which includes sub assembly, mid assembly and final assembly including dry survey.
- (b) Suitable facility / workshop for fabrication of Units.
- (c) All consumables other than electrodes and backing strip to be borne by the vendor at own cost.
- (d) Transportation of prepared materials (CNC cut and formed) provided by CSL and returning back the finished unit after fabrication.
- (e) The transportation must be arranged by the vendor, meeting all the statutory requirements as applicable on the mode of transport .The Crane/fork facility can be used for loading the prepared material into the transporter and unloading of finished product at CSL subject to availability. However, the Crane / Forklift for unloading the prepared material supplied by CSL and loading of finished product at Contractor facility to be arranged by the Contractor.
- (f) However contractor should intimate in advance the arrangement of transporter with all required details .Moreover the capacity of the truck to be planned based on the weight / dimensions of the plate to be loaded.
- (g) Touch-up of CSL-supplied primer after QC inspection with proper preparation.
- (h) Tools and tackles for fabrication
- (i) Additional revision will be paid extra on weight basis as per the guidance rate.

- (j) Bank guarantee to be provided by the vendor @15% of material value.
- (k) RT to be executed by the vendor at own cost with CSL approved agency.
- (l) Any pending surveys like hose test/vacuum test/MPT/UT etc. to be done by the vendor inside CSL after dispatching the unit. CSL will facilitate the same with the support of the vendor.

II. HULL ERECTION WORKS

1. SCOPE OF WORK:

- (a) Complete Erection, Alignment, Fairing, Welding & Dry-survey of ship units/blocks and necessary Tightness Testing for joints & tanks to consolidate the ship units into the form of a ship at CSL dry-dock as per CSL provided drawings, information's & standards. Wherever possible grand assembly formation of ship blocks also to be carried out at CSL premises prior to erection of units in dry-dock.
- (b) The above-mentioned scope of the work and standard conditions for undertaking the work are specified in detail below.
 - (i) Complete Erection, Alignment, fairing, welding & Dry-survey of the ship units weighing up to 600 Ton weight into the form of a ship in CSL dry-dock as per CSL provided drawings & information's.
 - (ii) Vacuum / Air / Water Tightness testing for weld joints & tanks to check the tightness of the ship structure formed in CSL dry-dock as per CSL provided drawings & information's.
 - (iii) Complete Erection, Alignment, fairing, welding & Dry-survey for joining two or more ship units weighing up to 600 t at CSL premises, prior to erection at CSL Dry-dock, in other words grand assembly formation of individual ship blocks to be carried out at CSL premises prior to erection of ship blocks/units in dry-dock.
- (a) All tests, including NDT and radiography tests, will be undertaken by CSL as per the NDT plan. Rectification, if any, is to be undertaken by the vendor at his own expense. Additional expenses incurred by CSL in connection with RT failures will be deducted as per the prevailing rate from the final bill at Rs 1790 plus GST for every RT failure. If any further increase in RT rate, same will be applied.
- (b) Sub-Contractor Scope of Materials/Services/Facilities

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- (i) All types of Machines and Equipment for welding, cutting, grinding, gouging, bevelling, etc.
- (ii) Tools and tackles (All hand-operated tools shall be of 110V)
- (iii) Necessary ovens -baking and portable ovens
- (iv) Bottle-screw, Hydraulic Jacks, chain-pulley blocks, slings and shackles
- (v) Hand held Portable lights (24V) for confined spaces
- (vi) All PPEs and flash back arrestors
- (vii) Any other material / services required for completion of the work.

2. CSL SCOPE OF SUPPLY

- (a) The job will be executed at the designated location in CSL Dry-docks as per the infrastructure facilities available at CSL. The material handling equipment and crane facility inside CSL can be used and must be planned well in advance.
- (b) Necessary erection/fabrication drawings will be supplied by CSL.
- (c) The prepared, cut, and formed material as required, will be provided by CSL. All processed material is to be collected by the vendor within one day of notification by CSL. Any delay in collecting the material beyond this period will be on the vendor's account.
- (d) The quality assurance plan (QAP) and applicable welding procedure specification (WPS) will be provided by CSL.
- (e) The electrodes, backing strip, grinding wheel and pencil stone will be provided by CSL.. However, a penalty may be imposed on the vendor if the vendor carryout disproportionate use of electrodes, & Any sort of intentional wastage of electrodes. The use of any other types of weld consumables is strictly prohibited. Any vendor found not adhering to the above will be liable for punitive action by CSL, which may amount to recovering the entire cost of material rendered unusable or rejected.
- (f) All materials taken and their competence for execution of the work are to be checked to ensure that there is no shortfall between supply and the CSL material list.
- (g) A power supply with sufficient switches and sockets will be provided by CSL.
- (h) Sufficient CO₂/oxygen/acetylene manifold connected with pipelines for seamless supply of gas will be under CSL scope.
- (i) The final completion of blocks is subjected to clearance from the QC department through Survey reports by Class/Owners/CSL IQC team.

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- (j) The radiography test will be conducted ~~from 2200 hrs to 0600 hrs,~~ depending on the requirement.
- (k) CSL Scope of Materials/Services/Facilities
 - (i) Fabrication drawings and standards
 - (ii) Skid material, Steel plates (full and CNC cut plates) and profiles, if required
 - (iii) Dry-dock with layout marked and with dock blocks set for erection of Ship units. Any adjustments on wooden blocks required for alignment of units will have to be done by Contractor.
 - (iv) Welding electrodes and MIG/MAG spools and welding consumables and shielding gas.
 - (v) DA/Oxygen gas for cutting and fabrication
 - (vi) General Lighting inside Ship/unit
 - (vii) Utilities like compressed air, power supply (440V, 230V and 110V) and fresh water.
 - (viii) Crane with operators & riggers for unit erection & material handling.
 - (ix) Space for site-office
 - (x) Scaffolding Material
 - (xi) Slings and shackles for CSL cranes for shifting of ship units.

3. INSPECTION, TESTING, QA AND QC

- (a) The vendor has to maintain the required dimensional accuracy and surface finish as per quality standards (to be provided by CSL).
- (b) All welding work shall be carried out by approved and qualified WPS welders only and Welding traceability record to be maintained and to be shared to CSL as and when required.
- (c) All welding machines are to be calibrated, and CO2 welding is to be used. To the extent possible SAW/one side welding also to be engaged.
- (d) All tests and inspections shall be carried out as per the approved quality assurance plan.
- (e) All works shall be as per strict compliance to approved CSL drawings.
- (f) Vendor is to have dedicated QA dept. Before each inspection by CSL QC team the same is to be checked by the QA rep of the vendor.

III. BLASTING & PAINTING JOBS

1. SCOPE OF WORK

- (a) The scope of work under the contract will be preparation and painting of surfaces of hull blocks of ships and other types of vessels, steel structures / components / blocks / pipes / fittings etc. in the Marine coating shop and SSD Paint coating shop as well as on-board vessels, as per the instructions and to the full satisfaction of the representatives of CSL, Paint manufacturers and the Owner.
- (b) The surface preparation works include cleaning of the surfaces to remove the dirt, dust, oil, grease and other contaminants. The cleaning should be followed by grit blasting/ grit sweeping/ power tooling to achieve the surface grade (SA2.5/SA 1/St 3/ St 2) as per the requirements specified in the Paint Scheme and relevant yard quality standards.
- (c) After surface preparation, these areas should be painted with minimum one coat of the product specified in the paint scheme up to the specified dry film thickness (DFT), using airless spray, without any defects. Additional coats of primer/paint shall be applied as per the specification, if instructed. The boundary joints, sharp corners and edges shall be masked for further testing and welding if required. Later these shall be brush painted with shop primer up to the required DFT.
- (d) Specified paints supplied by CSL to be applied primarily by airless spray to the specified thickness. Where spray application is constrained, brush application can be considered with prior permission. During paint application ensure that the surface is free from dust, oil, moisture etc. and dry before applying each coat.
- (e) Recommended interval in between successive coats must be given to get the desired inter coat adhesion.
- (f) The ambient conditions should be monitored and recorded before, after and during the application of paints. Painting works should not be carried out when the difference between ambient temperature and dew point temperature is less than 3°C and the relative humidity is greater than 85%.
- (g) The contractor shall make use of dehumidifiers and blowers provided by CSL to maintain required atmospheric conditions.
- (h) After specified coating is applied, damages in paint film shall be repaired in accordance with the Builder's practice and the paint manufacturer's recommendation within the over coating time.

- (i) Along the edges of small holes such as slots, scallops, drain holes, air holes etc. and of structural members to have one additional coat applied prior to first coat. This stripe coat shall be the same color with subsequent spray coat.
- (j) All tools and tackles (Grinding machine, Buffing machine wire brush , scrapper , wiping cloth etc.) for the smooth execution of the works are in the scope of the contractor
- (k) All necessary Personal Protective equipment's (PPE) including working uniforms for the employees of the contractor is in the scope of the contractor.

2. INSPECTION / QA AND QC

All the preparation & painting works will be subjected to inspection by the concerned authorities, which includes CSL representatives, Paint manufacturer representatives, and/or Owner representatives. The works have to be carried out as per the instructions of these authorities, and the contractor shall offer surveys to them after each activity. The work will be assumed to be completed only after a successful final inspection by the concerned authorities. The contractor shall inform CSL regarding any inspection, one day in advance and keep the area clean and ready for inspection as per the time notified.

Inspection shall be offered by the contractor at each of the following stages to the Owner/ Paint manufacturer/ Yard representative:

- (a) After cleaning & before surface preparation
- (b) After surface preparation
- (c) After first coat application
- (d) After application of each paint coat
- (e) Final inspection after completion of painting

3. FACILITIES SHARED BY CSL & WORK EXECUTION LOCATIONS

- (a) **MARINE COATING SHOP:** (4 booths of size 20mx20mx10m each)
The Marine Coating Shop consists of 4 hybrid blasting & painting booths. The surface preparation (blasting) & painting of ship blocks & other structures/outfit items are carried out inside the Marine Coating Shop. Contractor will be assigned with one booth and will be responsible for the preparation & painting of the work that is allocated to that particular booth in accordance with the standards specified by CSL. All the works done will be subject to quality assurance and inspection by CSL, Paint representatives &

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Owner representatives. The facilities available for use inside Marine Coating Shop are given below:-

<u>Description of Machinery</u>	<u>Nos./ Quantity</u>
Centrifugal Blower (50,000 cfm capacity)	2
Dehumidifier Unit (7,000 cfm capacity)	2
Dust Collector	2
Abrasive Recovery System	4
Portable Compressors (550 cfm, 6-7 kg/cm ²)	6
Air Dryer (3,000 cfm capacity)	1
Water Cooled Air Cooler	2
Silo Tank	4
Blasting Hopper (Two nozzles per hopper)	8
Blasting Abrasive (Mix of Steel grit & Steel shots)	60 T

(b) **SSD PAINT COATING SHOP:** (2 booths of size 21mx20mx10m each & 1 booth 21mx17.5mx10m)

The SSD Paint Coating Shop also carries out the same processes & working as of the Marine Coating Shop. The facilities that will be available for use inside the SSD Paint Coating Shop are as given below:-

<u>Description of Machinery</u>	<u>Nos./ Quantity</u>
Centrifugal blower (50,000 cfm capacity)	3
Dehumidifier unit (8,800 cfm capacity)	3
Dust collector	3
Abrasive Recovery System	2
Portable Compressors (600 cfm, 6-7 kg/cm ²)	5
Air Dryer (5,600 cfm capacity)	1
Silo Tank	2
Blasting hopper (Four nozzles per hopper)	2
Blasting abrasive (Mix of Steel grit & Steel shot)	60 T

(c) **ONBOARD SHIPS:**

- (i) On-board ship painting will be taking place in different stages like Pre Float Out (PFO), After Float Out (AFO), Pre Sea Trial (PST) and After Sea Trial (AST). According to these stages, the works have to be executed at the dock or in the berth. (Quay)
- **Pre Float-Out Stage (PFO):** Painting works to be completed prior to launching of the vessel including the full system coats for underwater hull areas.
 - **After Float-Out Stage (AFO):** Painting to be completed after the commissioning of machineries & equipments, box up surveys for tanks, etc.
 - **Pre Sea Trial Stage (PST):** All remaining painting works to make the ship ready for sea trial.
 - **After Sea Trial (AST):** All the markings and final painting for aesthetic finish.
- (ii) The basic facilities required for the execution of painting works for on-board such as compressed air, fresh water, centrifugal blower, necessary electrical connections, scaffolding requirements, etc. will be provided by CSL. All tools and tackles for the smooth execution of the works are in the scope of the contractor.
- (iii) The required quantity of paint and necessary thinner will be supplied by CSL. Thinner supplied by CSL shall be used sparingly and only the specified thinner shall be used along with any particular paint.

4. **CONSUMABLES**

- (a) All consumables including Hand lamps and its fittings (meeting industrial electrical standards) , PPEs such as Safety helmet, Boiler Suits, Safety Shoes , Gloves , ear plugs masks, Safety goggles required for the employees, Air hose to tap compressed air from nearest air manifold , sand paper , / wire brush / paint brush /rollers brush , scraper , Portable tools , blasting helmet paper etc are in the scope of the vendor and will not be provided by CSL.
- (b) The consumables used by the vendor shall be complying with the Industrial safety standards.

5. **CSL SCOPE OF SUPPLY**

- (a) CSL will provide the Painting booth on availability for operating the same on 3 shifts on 24 x 7 basis.



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- (b) Arranging Surveyors as applicable based on advance request from the contractor against completion of woks.
- (c) Quality Assurance Procedure (QAP) will be shared by CSL



ANNEXURE- 2

TECHNICAL PRE QUALIFICATION REQUIREMENTS

(I) HULL BLOCK FABRICATION

Experience for Inside and Outside CSL premises

- a) The vendor must have experience in the fabrication of ship hull units for any shipyard or offshore Structures/ any engineering fabrication of not less than 10T weight.
- b) The sub-contractor must have adequate infrastructure comprising covered space with minimum 200 Sqm, manpower, machines and equipment, Cranes and other material handling capacity to build ship Sub assembly/ Hull Blocks of average weight 30 T.
- c) Clause no.(a) above is applicable for block fabrication inside CSL premises. Clause no.(a) and (b) above is applicable for block fabrication outside CSL

(II) HULL ERECTION WORKS

- a) The vendor must have experience in fabricating ship hull units and erection and alignment of such units to form ship hull for any shipyard or offshore structures or pressure vessels. The vendor shall also have successfully completed tightness testing activities with Air/Water Tightness testing for weld joints & tanks to check the tightness of the ship structure formed.
- b) The vendor should have prior experience in similar works and should be conversant with Ship Building /Ship repair/ Ship Construction procedures or paramilitary ships or submarines or offshore structure so that they could adhere to the CSL / Owner and Class requirements & specifications while carrying out Hull Erection & Consolidation & Tank Testing Jobs.
- c) The vendor should have 15 - 20 Nos. permanent workers with good years of experience in the respective fields (suitable for jobs mentioned at this EOI) on their payroll as on date of submission of EOI, with sound knowledge in technical field. Also, capable to engage 100 plus workmen to meet CSL targets.

(III) BLASTING & PAINTING

- a) The vendor should have experience of undertaking similar painting works. Similar works/ job is defined as :
- (i) The vendor should be in the field of blasting and painting of steel structures/ships in Engineering Industries / Ship yards during last 2 years ending 31 May 2024 and preferably be conversant with Ship Building /Ship repair/ Ship Painting procedures.
 - (ii) Work/job experience refers to successfully completed blasting / painting works of steel structures/ Ships / Ship blocks.
- b) The vendor must be able to ensure the availability of skilled personnel including blasters and painters, in sufficient numbers on round the clock basis to meet the project demands. The indicative number of personnel required for operating a booth in 3 shifts is 23 nos. (Supervisors – 3, Blasters – 8, Spray painters – 2, Assistants-12)



ANNEXURE – 3

APPLICATION FOR EMPANELMENT

(On the letter head of the Vendor)

Dear Sir,

1. This has reference to your EOI document no..... dated for “Empanelment of Contractors for Various Jobs at CSL premises/ Outside CSL premises”.
2. (Name of the Vendor) hereby convey our consent for considering the expression of interest (EOI) along with information/documents submitted.
3. We (Name of the Vendor) meets the qualification criteria mentioned in the subject EOI document.
4. We further state that;
 - i All information provided in the proposal and in the appendices is true and correct.
 - ii We shall make available to CSL any additional information necessary or required to supplement or authenticate the proposal
 - iii We are not under a declaration of ineligibility issued by Govt. of India/ State govt./ UT /Public Sector Undertakings.
 - iv We do not have any conflict of interest in accordance with the Request for EOI document.
 - v We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.
5. We hereby apply for empanelment as a contractor for following type of work and category.

Category No	Work Description	Category for which empanelment applied for
I	Hull Block fabrication	
II	Hull Erection works	
III	Blasting & Painting	





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(Note: Contractor should clearly mention the type of category (Category-I / Category-II / Category-III) against each type of work that they are applying for. Contractor should mention 'NA' against the work description those are not applied for.)

Signature:

Name & Designation:

Company seal:

Date:





ANNEXURE – 4

LIST OF ALL SIMILAR WORKS SUCCESSFULLY COMPLETED DURING THE LAST TEN YEARS

Name of Vendor :

Category of work for which empanelment applied for (Category I/II/III)
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Sl. No.	Name of the work/ Nature of work	Name & Address of the Client	Value of work executed	Duration of work

Note:

1. The contractor shall mention only those works executed during last Ten (10) years which fulfils the eligibility criteria. Works should have been executed by the vendor under the name for which the application is submitted.
2. The list is to be substantiated with the documentary evidence such as work order and work completion certificates, in absence of which the application is liable to be rejected. Other works should be mentioned on separate sheets.

Signature:

Name & Designation:

Company seal:





Date:

ANNEXURE – 5

Company Profile	
1	Name of Vendor/owner of the vendor/company :
2	Nationality :
3	Head Office Address :
4	Address on which Correspondence should be done
5	Tel. No.
6	Mobile no.
7	Fax No.
8	E-mail address :
9	Place of incorporation / registration and Country :
10	Constitution of vendor, Specify if the vendor is
	a) An individual :
	b) A proprietary vendor :
	c) A vendor in partnership :
	d) A Limited Company or Corporation :
	Attach a copy of Proprietorship or Partnership Deed or Memorandum & Articles of Association of Incorporation of Company as the case may be
11	Positive net worth certificate
12	Major projects executed in last 02 years
a	
b	
13	Give particulars of registration with Govt. / Semi Govt. / Public Sector Undertakings s/ Local Bodies
14	Litigation/ Arbitration case pending , If any give details



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	a) EPF No & ESI No :
	b) GST No :
	c) Sale tax no :
	d) PAN No :
	e) Service Tax Registration No:
15	Specify the current status of the firm : MSME /MSE /Startup
16	Any other information considered necessary, but not included above:

Note: Please attach relevant documents



ANNEXURE - 6

FORMAT FOR FINANCIAL CAPABILITY

Sl. No.	Last three Financial Year	Annual Turnover	Profit after Tax (PAT)	Net worth as at the end of the financial year
1	2020-21			
2	2021-22			
3	2022-23			

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

Certificate from Chartered Accountant:

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

Name of the Authorized Signatory representing Auditing vendor:

Designation:

Name of vendor (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit vendor



ANNEXURE-7

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

OUTSOURCING DEPARTMENT

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 Deputy 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 “VENDOR/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 VENDOR/Seller is Willing to offer/has offered the stores and

WHEREAS the VENDOR 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 in Conformity with the defined specifications by avoiding the high cost and the distortionary impact of

Corruption on public procurement, and Enabling VENDORS 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 VENDOR, 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 VENDORS alike and will provide to all VENDORS the same information and will not provide any such information to any particular VENDOR which could afford an advantage to that particular VENDOR in comparison to other VENDORS.
- 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.

In case any such preceding misconduct on the part of such official(s) is reported by the VENDOR 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.

2. COMMITMENTS OF VENDORS

The VENDOR 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:-

- 2.1. The VENDOR 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.
- 2.2. The VENDOR 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 disfavor to any person in relation to the contract of any other contract with the Government.
- 2.3. VENDORS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian VENDORS shall disclose their foreign principals or associates, if any.
- 2.4. VENDORS 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.
- 2.5. The VENDOR further convendors and declares to the PRINCIPAL that the VENDOR is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or vendor 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 VENDOR, nor has any amount been paid, promised or intended to be paid to any such individual, vendor or company in respect of any such intercession, facilitation or recommendation.

- 2.6. The VENDOR, 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.
- 2.7. The VENDOR 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.
- 2.8. The VENDOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9. The VENDOR 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 VENDOR also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10. The VENDOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11. The VENDOR shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12. If the VENDOR or any employee of the VENDOR or any person acting on behalf of the VENDOR, 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 VENDOR's vendor, the same shall be disclosed by the VENDOR 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.
- 2.13. The VENDOR 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.

3. PREVIOUS TRANSGRESSION

- 3.1. The VENDOR 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; VENDOR's exclusion from the tender process.

3.2. The VENDOR agrees that if it makes incorrect statement on this subject, VENDOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. EARNEST MONEY (SECURITY DEPOSIT)

4.1. While submitting commercial bid, the VENDOR 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 favor of CSL.
- (ii) A convendored 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).

4.2. 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 VENDOR and the PRINCIPAL, including warranty period.

4.3. In case of the successful VENDOR 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.

4.4. No interest shall be payable by the PRINCIPAL to the VENDOR on Earnest Money/Security Deposit for the period of its currency.

5. SANCTIONS FOR VIOLATIONS

5.1. Any breach of the aforesaid provisions by the VENDOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the VENDOR) 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 VENDOR. However, the proceedings with the other VENDOR(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

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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 VENDOR.

(iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian VENDOR with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a VENDOR 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 VENDOR 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 VENDOR, in order to recover the payments, already made by the PRINCIPAL, along with interest.

(vi) To cancel all or any other contracts with the VENDOR. The VENDOR 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 VENDOR.

(vii) To debar the VENDOR 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 VENDOR(s) to any middle man 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 VENDOR, 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.

5.2. 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 VENDOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the VENDOR), 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.

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

6. FALL CLAUSE

6.1. The VENDOR 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 VENDOR 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 VENDOR to the PRINCIPAL, if the contract has already been concluded.

7. INDEPENDENT MONITORS

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

(i) Shri. Jagadip Narayan Singh, IAS (Retd.),

C-54, Bharatendu Harischandra Marg,

Anand Vihar, Delhi – 110092.

Mobile: 9978405930

Email: jagadipsingh@yahoo.com

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

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

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

7.5. 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.

7.6. 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 VENDOR. The VENDOR 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 VENDOR/Subcontractor(s) with confidentiality.

7.7. 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.

7.8. The Monitor 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 /VENDOR and, should the occasion arise, submit proposals for correcting problematic situations.

8. 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 VENDOR. The VENDOR shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

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.

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

11.1. The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years

or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the VENDOR/Seller, including warranty period, whichever is later. In case VENDOR is



unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

11.2. 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.

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

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

**For & on behalf of VENDOR
(Office Seal)**

Witness

1.....

2.....

Witness

1.....

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.





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ANNEXURE- 8

TERMS AND CONDITIONS APPLICABLE TO EMPANELLED VENDORS

1) BANK GUARANTEE FOR THE MATERIAL ISSUED BY CSL

- 1.1. The Successful Contractor should furnish a Fixed Deposit/Bank Guarantee for the value of the material taken out from CSL in the approved format of CSL from any of the nationalized banks/ Scheduled Indian Bank valid till the acceptance of finished items at CSL. Bank guarantee to be provided by the vendor @15% of material value.
- 1.2. Further to above, vendor shall ensure the material safety in their yard. The vendor shall be liable for any damages or loss.
- 1.3. The BG amount will be calculated proportionally based on material taken out of CSL.
- 1.4. The Fixed Deposit/Bank Guarantee will not bear any interest.

2) MOBILIZATION

Contractor shall complete initial mobilization of his workforce, tools and equipment within one week from the date of instruction from user dept. to the respective locations/yard. In mobilization period contractor should arrange entry passes for his employees & no excuse for delay in commencing work on this account will be entertained.

3) LIQUIDATED DAMAGES

The progress of work will be monitored against the mutually agreed detailed schedule referred in clause. Liquidated damages for delays in execution of the work envisaged as per this order, for any reason other than force majeure conditions, will be recovered to a maximum of ten (10) percent of the basic value of the delayed work or work order value as applicable on case to case determined by CSL.

4) WORK SCHEDULE

Schedule of work will be jointly prepared by CSL officer in charge with the contractor for overall contract period after placement of work order. The contractor has to undertake the work as per schedule mentioned therein. Contractor shall complete the assigned work as per CSL requirement, released from time to time.

5) NON-DISCLOSURE AGREEMENT (NDA)

- 5.1. NDA are required to be entered into between CSL and the vendors during the process when sensitive information needs to be passed on as part of the tender document and /or technical specification and also during execution of assigned work.
- 5.2. After placement of order/s, the successful vendors shall necessarily submit Non-Disclosure Agreement, as per format made available at Annexure-9. Purchase order/s will be issued only after execution of Non-Disclosure Agreement (NDA). The Specifications, drawings, work instructions and protocols issued shall be on returnable basis, without reproduction/retention of the copies at the vendor's end. However, the successful Vendor/s (Contractor/s) would have to submit NDA as per the prevailing format, at the time of order placement. The same would be made available at appropriate time.

6) PROGRESS MONITORING & REVIEW MECHANISM

On placement of order a kick off meeting is to be held in CSL to chalk out the sequence and priority of the activities and the deliverables in line with the prevailing construction status of the ship. In this meeting, a progress monitoring team comprising vendor's representative engineer, CSL's executives (as decided by CSL) shall be constituted. This team shall carry out periodic reviews (initially quarterly followed by monthly reviews) to decide and chalk out the detailed sequence and priority of the completion of work and deliverables. The vendor would have to adhere to the recommendations and decisions of the said team while executing the work.

7) HINDRANCE REGISTER:

All hindrances with date of occurrences and removal shall be noted in the Hindrance Register. The Hindrance Register shall document reasons for the delay vis-à-vis the schedule of work. All hindrances such as delay in CSL Inputs (Drawings/Material/Documents/Services/ Inspection call), delay by TPI/Inspection Agency/Customer, delay on account of specialist services, non-performance by the contractor, delinquency by the vendor, force majeure or any other relevant reason shall be recorded. The Hindrance Register shall be signed by the reps. of both CSL as well as Contractor. Executive officer in charge shall be the nodal executive of the CSL User Department.

8) WORKING ON CSL HOLIDAYS

Intimation for working on Saturday / Sunday / holidays if required, should be submitted 2 working days prior to the date of holiday indicating names of personnel to Personnel Department and Security through concerned CSL User Department.

9) **FORCE MAJEURE**

- 9.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Govt. or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.
- 9.2. The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15days from the date of occurrence / cessation.

10) **मध्यस्थता / ARBITRATION**

- 10.1. Any disputes arising during the currency 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 the parties can resort to arbitration.
- 10.2. 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
- 10.3. 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 officer 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. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. 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.

10.4. In case of disputes, the same will be subjected to the jurisdiction of courts at Ernakulam, Kerala, India only.

11) क्षेत्राधिकार / JURISDICTION

12.1. All questions, disputes or differences arising under/out of or in connection with this contract shall be subject to the jurisdiction of the Courts in Cochin.

12) गोपनीयता खंड / SECRECY CLAUSE

13.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.

13.2. All documents under this Contract transferred between the parties shall be treated as UNCLASSIFIED unless explicitly marked.

13.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board.

13.4. SECRECY, Titles: Maps, layouts and photographs of the unit/plant including its surrounding regions showing vital installation for national security of CSL country shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the CSL and upon execution of confidentiality agreements satisfactory to the CSL with such third parties prior to disclosure.

14. HEALTH, SAFETY & ENVIRONMENT CONTRACT GUIDELINES FOR EXTERNAL VENDORS

14.1. CSL is committed to provide safe and healthy working environment for the prevention of work- related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental

Management system under ISO standards/international standard.

- 14.2. Some of the manufacturing activities are carried out by external vendors outside the CSL Campus to meet our business requirements. This guide is prepared to facilitate a safe work environment during the execution of such jobs by the vendors happening outside the CSL campus.
- 14.3. CSL shall exercise the controls to ensure the basic requirements of HSE Management System are met by the external vendors at their work sites. This guide is prepared to facilitate safe work environment during execution of such contract works. The General HSE guide lines are given below for compliance at their work site.
- 14.4. The External vendors shall ensure the following at their work place:-
- 14.5. Safety procedures to be followed in their process to be prepared and are vetted by CSL. The safety procedures are to be communicated to all concerned workmen.
- 14.6. List of PPEs for the various activities are defined and PPEs are being used by employees.
- 14.7. Competence levels of the workmen to be assigned for the various categories of work are defined and only competent / trained employees are employed. Key list of personnel to be available at the shop floor to monitor the same.
- 14.8. First Aid Boxes with adequate medicines are available and at least one first aid trained person is available in the unit during all working hours.
- 14.9. Adequate fire fighting equipment's are available and are periodically tested. Employees are trained to use the fire fighting equipment's.
- 14.10. Adequate ventilation and lighting is provided in the unit.
- 14.11. Housekeeping and waste disposal are given due attention always.
- 14.12. Walkways are always clear at all times.
- 14.13. Safety audit along with CSL safety officer is carried out once in 12 months as per the audit plan and corrective/preventive actions are completed at the earliest.
- 14.14. All statutory regulations are complied with (Factories Act & rules, IE Rules, and Pollution Control etc) and records are to be made available.
- 14.15. Ensure all lifting equipment's /pressure vessels are tested every year by external party and all hand tools by internal party
- 14.16. External vendors certified OHSAS 18001 / ISO 45001 are required to submit their valid certification to CSL and the above requirements are not applicable.
- 14.17. HSE Plan to be submitted to S&F Dept while commencing the work in CSL and shall be resubmitted in every year.

15. HEALTH, SAFETY & ENVIRONMENT CONTRACT GUIDELINES FOR OEMS /TURNKEY JOBS / SUB CONTRACT WORKS INSIDE CSL

INTRODUCTION

- 15.1. CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.
- 15.2. CSL is committed to provide safe and healthy work environment for the prevention of work- related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental Management system under ISO standards/international standard.
- 15.3. Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractors personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractor’s personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.
- 15.4. CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.

GENERAL GUIDELINES

- 15.5. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.
- 15.6. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/ QMS/S&F/SOP 02 – Refer CSL Website) of CSL is given to all contractors. The details of all HSE requirements to be followed in CSL for the various types of work are detailed in the hand book. The OEMs/Turnkey jobs /Contractors shall go through all the details and strictly follow the relevant HSE guidelines for their work. In case of any doubt the same shall be clarified from Chief Safety Officer (CSO). Being ignorant of these HSE requirements will not be treated as an excuse for any HSE violations during course of work.
- 15.7. OEMs/Turnkey jobs /Contractors workmen are given a multilingual HSE induction and Emergency Response training. The individual passes for contractors and their workers are issued only after successful completion of this training. The passes are revalidated every year after successful completion of refresher training. Training requirements of

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other roles of the subcontractor's staff shall be complied as per the CSL requirements time to time.

- 15.8. Before start of any work, the CSL officer in charge explains the scope of work and the safety precautions, hazards, PPE usage as per PPE matrix of CSL, Work Instructions, SOPs, Emergency responses to the contractor and his workers. Only trained worker with necessary skills are allowed to work as per the requirement. Necessary PPEs for the work are to be arranged by the contractor.
- 15.9. Workmen shall have Cotton coverall with identifiable logo on the dress. Supervisors, fire watch man if required, safety staff and other workforce shall be deployed as per CSL guide lines.
- 15.10. The site work supervisor of the OEMs/Turnkey jobs /Contractors shall be ensured that works are being carried out by CSL HSE requirements on daily basis and till the completion of works. The safe start and safe end requirements shall be verified by the site work supervisor on daily basis.
- 15.11. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
- 15.12. During the course of work if any HSE violation is noticed the same is dealt as per the Rewards and Reprimand (R&R) Policy of CSL.
- 15.13. HSE Plan to be submitted to S&F Dept while commencing the work in CSL and shall be resubmitted in every year.

HSE REQUIREMENTS

- 15.14. The OEMs/Turnkey jobs /Contractors shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.
- 15.15. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.
- 15.16. Where Permit to work (PTW) is required, the work has not started without obtaining the necessary permit and the PTW requirements are followed strictly throughout the work.

- 15.17. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Dept in charge and approval obtained from CSO before start of work. The work shall be executed through Notification Control Procedure (NCS).
- 15.18. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F dept and approved by respective HOD.
- 15.19. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
- 15.20. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.
- 15.21. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
- 15.22. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
- 15.23. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the availability of fire extinguishers at site.
- 15.24. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.

16. GENERAL CONDITIONS

- 16.1. All required equipments, tools & tackles including material handling equipments, Personal protective equipments (PPE), lighting & ventilation shall be the responsibility of contractors as appropriate.
- 16.2. Vendors are advised to visit CSL in compliance with its surroundings, familiarize

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themselves with existing facilities, systems, environment, labour availability, statutory rules, CSL HSE guidelines, etc. The visit is intended for the vendors to have first-hand information regarding the scope of work, and to make proper assessment of the workplace/ facilities. The vendor shall collect all other information, including applicable laws required for preparing and submitting the bid. The vendor is bound to comply with all applicable environmental, health, and safety rules, regulations, policies, procedures, and guidelines while performing the work.



ANNEXURE - 9

NON DISCLOSURE AGREEMENT

This NON DISCLOSURE Agreement made at Cochin, Kerala, India on this ____ day of ____ 2023 between Cochin Shipyard Limited a company registered under the Companies Act, 1956 and having its registered office at Cochin-682015 (hereinafter referred to as “CSL”) and _____ a company registered under the Companies Act, 1956 and having its registered office at _____ (hereinafter referred to as “_____”). CSL and _____ shall hereinafter be collectively referred to as “the Parties” and individually as “a Party”.

WHEREAS

b) CSL has floated a tender and is required to provide certain information to (name of the vendor) to prepare his bid and/or

B. The Parties intend that the aforesaid information be kept confidential as between the Parties. The Parties undertake and declare that they shall not divulge, publish or reproduce the same before any party or person except in accordance with the terms of this Agreement.

NOW THEREFORE the Parties agree as follows:

b) As used in this Agreement (hereinafter referred to as the “Agreement”) the term “Confidential Information” shall mean any technical, confidential, proprietary or trade secret information or data disclosed by the Disclosing Party in connection with the.....

_____ to the Receiving Party including without limitation any written or printed documents, specifications for the vessel, plans, general arrangement plans, production schedules, drawings, samples, models, information regarding business operations, financial information, marketing strategies, either in writing or orally or any means of disclosing such Confidential Information that the Disclosing Party may elect to use prior to the execution or during the validity of this Agreement. The Receiving Party agrees that all Confidential Information shall be treated as absolute confidential and the Receiving Party shall not disclose to any person such information otherwise than in terms of this Agreement. The Receiving Party will impose a similar duty of confidentiality on any person to whom the Receiving Party is permitted to transfer such information in accordance with the terms hereof.

For the purposes of this Agreement, the term “Receiving Party” shall mean and include its officers, employees, directors, agents, contractors, representatives, affiliated companies, successors and assigns.



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2. Nothing in this Agreement may be construed as compelling the Disclosing Party to disclose any Confidential Information to the Receiving Party or to enter into any contractual relationships with the Receiving Party.
3. Any information or data in whatever form disclosed by the Disclosing Party to the Receiving Party and which (i) is clearly identified as Confidential Information by an appropriate and conspicuous marking or (ii) has been identified as Confidential Information at the time of disclosure shall be subject to the relevant terms and conditions of this Agreement. The Disclosing Party's decision whether any information disclosed by it under this Agreement is confidential or not shall be final and binding on the Receiving Party.
4. The Receiving Party hereby covenants that the Confidential Information received from the Disclosing Party shall:
 - (a) Be safely kept by the Receiving Party; the Receiving Party shall protect the Confidential Information with the same degree of care as the Receiving Party uses with its own confidential Information in order to prevent its disclosure, copy and / or its use (but in no event less than reasonable care) for purposes other than the Proposal.
 - (b) Be only disclosed to, and used by, those employees or directors who have a need to know. will not be disclosed to a third party except those with a need to know provided they receive such information subject to the same restrictions as are contained in this Agreement.
 - (d) Be used by the Receiving Party directly or indirectly, solely for the purpose of considering, Evaluating and effecting the tender/bid/contract.
5. The Receiving Party shall promptly upon requests by the Disclosing Party at any time return all copies of the Confidential Information communicated to it hereunder together with all copies and extracts made thereof and shall not retain any copies of the same, in any form whatsoever.
6. The Receiving Party shall have no obligations or restrictions with respect to:
 - (a) Information publicly known through no wrongful act of the Receiving Party.
 - (b) Information rightfully disclosed by a third party without breach of this Agreement by the Receiving Party and which can be communicated without restriction.
 - (c) Information which was already known or which was independently developed by the Receiving Party (provided that the Receiving Party can demonstrate the same).
 - (d) Information, the disclosure of which the Disclosing Party authorizes in writing.
7. Nothing in this Agreement shall be construed as granting to the Receiving Party any patent, copyright or design license, or rights of use under similar intellectual property rights in respect of the Confidential Information.

8. The Receiving Party shall not without prior written consent of the Disclosing Party:

(a) Disclose to any person, directly or indirectly:

i) The fact that the Confidential Information has been made available to the Receiving Party by the Disclosing Party or that the Receiving Party has inspected any portion of the Confidential Information; or

ii) The fact that any discussion or negotiation is taking place concerning the Proposal; or

iii) Any of the terms, conditions or other facts with respect to the Proposal, including the status thereof; or

(b) Make any private or public announcement or statement concerning or relating to the Proposal.

9. The Disclosing Party represents and warrants that save as otherwise notified in writing to the Receiving Party:

a) Disclosure of information by it to the Receiving Party does not infringe the rights of any third party nor is it under any restriction with regard to the disclosure of any information, and that where applicable, it has obtained all licenses and consents necessary to enable the lawful disclosure of information by it to the Recipient; and

b) It is not aware of any restriction on the use of such information by the Receiving Party, save as provided in this Agreement.

c) To the effect that the foregoing representations and warranties shall be deemed to be given at the date of this Agreement and after that date upon and in respect of each disclosure.

The Disclosing Party makes no warranty or representation whatsoever as to the accuracy, completeness, suitability or adequacy of any information or as to the results obtained from it and assumes no responsibility in respect of the use of the information by the Receiving Party.

10. The Receiving Party shall indemnify and hold harmless the Disclosing Party from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of any such action, claim or proceeding, brought by any third party pursuant to any unauthorized disclosure or use of any information by the Receiving Party, or by any person for whom the Receiving Party is responsible under this Agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.

11. For the purposes of this Agreement 'Classified Information' shall mean information, documents and material of any kind which the respective Government i.e. Indian Government has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by hand. Notwithstanding any other provision of this Agreement:

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- a) Each Party hereto undertakes to follow security procedures prescribed for military purposes with respect to disclosure, receipt, production, use and handling of Classified Information.
- b) Any Classified Information, disclosed by one Party hereto shall be, whatever the method of disclosure be, identified by the Disclosing Party as Classified Information at the time of disclosure.
- c) The provisions of this Clause are to remain in full force and effect notwithstanding any termination by expiration or otherwise of this Agreement.

12. In the event the Receiving Party is required to disclose Confidential Information under any provision of law or upon an action, subpoena or order of a court of competent jurisdiction or of any requirement of legal process regulation or governmental order, decree, regulation or rule, the Receiving Party will immediately notify the Disclosing Party of its having received a request to so disclose (along with the terms and circumstances thereof), unless otherwise prohibited by law and consult with the Disclosing Party on action or steps to be taken in response to such request.

13. This Agreement represents the entirety of the agreement of the Parties relating to the disclosure of the Confidential Information and shall not be waived, amended or assigned by the Receiving Party except by prior written consent of the Disclosing Party. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

14. This Agreement shall be valid for a period of TWO (02) years from the date of its execution between the parties. Notwithstanding the aforesaid, the obligations of Parties in connection with confidentiality under this Agreement shall survive in perpetuity.

15. The foregoing constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes and cancels any prior representation, understanding and commitment (whether oral and written) made between the Parties with respect to or in connection with any of the matter of things to which this Agreement applies.

16. This Agreement shall be governed by and shall be interpreted in accordance with the laws of India.

17. Any dispute arising in connection with or out of the validity, performance or the interpretation of this Agreement shall be finally settled by the competent jurisdiction in Cochin.

**Expression of Interest – Vendor Enlistment For Hull block fabrication, Hull erection and Blasting & Painting works in CSL**

18. The Receiving Party acknowledges that any breach of the terms and conditions of this Agreement may cause the Disclosing Party irreparable damage for which recovery of money damages would be inadequate. Therefore, the Receiving Party agrees that the Disclosing Party shall be entitled, in addition to any other remedies available to it, to seek injunctive relief and/or other equitable relief to prevent or restrain any breach by the Receiving Party or its employees/officials, or otherwise to protect its rights, under this Agreement.

19. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the address as specified herein below:

To CSL

Address:

Phone No.:

Fax:

E-mail:

To _____

Address:

Phone No.:

Fax No. :

E-mail:

Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, 4 (four) days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a convendoration to the correct facsimile number).

IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of both the Parties in two (2) originals.

Signed by the within named

CSL

In presence of

Signed by the within named

In presence of

Note: The above Agreement is to be drawn up by the contractor on non-judicial stamped paper of value Rs.100/-, if it executed in Cochin, Kerala. However, for other places stamp duty is to be levied as per Stamp Act of respective States.

