

# EXPRESSION OF INTEREST

## COCHIN SHIPYARD LIMITED

(A Government of India Enterprise)

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



**NOTICE INVITING EXPRESSION OF INTEREST (EoI) TO  
EMPANEL TERRITORIAL REPRESENTATIVES FOR GLOBAL  
CLIENT ACQUISITION FOR SHIP REPAIR**

Reference no - CSL/SRP/324/2026

Date 05<sup>th</sup> January 2026

**NOTICE**

SL No	Description	Particulars
1	EoI no and date	CSL/SRP/324/2026 dated 05 <sup>th</sup> January 2026
2	Inviting Authority	Cochin Shipyard Limited (“CSL”)
3	Name of work	Notice inviting Expression of Interest (EoI) to empanel Territorial Representatives for Global Client acquisition for Ship Repair
4	Place of availability of EoI Documents	Official Website of CSL: <a href="https://cochinshipyard.in">https://cochinshipyard.in</a> Central Public Procurement Portal (“CPPP”): <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
5	Last date and time of proposal	05 <sup>th</sup> February 2026 before 1500 hrs IST
6	Address for submitting Bids	Assistant General Manager (SRP) Cochin Shipyard Limited, Ship Repair Office, Shipyard Campus, Perumanoor (PO), Kochi – 682015, Kerala, India. E mail: sureshbabutc@cochinshipyard.in



## **Disclaimer**

This Expression of Interest (EoI) is issued solely for the purpose of inviting qualified personnel or firms to express their interest in representing Cochin Shipyard Limited (CSL) as territorial representatives for global client acquisition for ship repair business. This EoI does not constitute a binding offer or agreement and does not create any legal obligation on the part of CSL.

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

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

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

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



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# EXPRESSION OF INTEREST (EoI) TO EMPANEL TERRITORIAL REPRESENTATIVES FOR GLOBAL CLIENT ACQUISITION FOR SHIP REPAIR

Cochin Shipyard Limited (CSL), a premier Government of India enterprise, is expanding its global footprint to deliver world-class ship repair and refit services to international markets. As part of this vision, CSL invites Expressions of Interest (EoI) from dynamic and qualified Companies/Firms/Agencies to act as territorial representatives in designated regions worldwide.

## 1. About Cochin Shipyard Limited

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

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

CSL has set new standards in India's ship repair industry, boasting an impeccable track record of over 2,500 successful repair and refit projects. Its expertise spans a wide range of vessels, including tankers, dredgers, bulk carriers, Offshore Vessels, passenger vessels and research vessels. Remarkably, CSL is the only shipyard in India equipped to handle aircraft carrier refits, underscoring its technical prowess. Its



portfolio also includes advanced projects such as jack-up rig upgrades and mobile offshore drilling unit enhancements, reflecting a commitment to innovation and precision engineering.

CSL enjoys long-standing collaborations with the Indian Navy and Coast Guard, highlighted by an MoU with the Southern Naval Command to provide emergency docking within 24 hours. Beyond defence, CSL partners with governmental entities, including the Union Territory of Lakshadweep and Andaman, to ensure the repairs and maintenance of their fleets (Approx. 90 Vessels). Taking its vision further, CSL has established a state-of-the-art Maritime Park at ISRF, attracting globally renowned firms and fostering industry partnerships. This hub of maritime innovation is a testament to CSL's commitment to nurturing collaboration and advancing India's maritime ecosystem.

CSL, with its extensive ship repair presence across both the East and West coasts of India, is well-positioned to be the premier choice for ship repair services in the country. With a highly skilled and experienced workforce, coupled with a wide network of offices and divisions throughout India, CSL is equipped to meet the diverse needs of the maritime industry. The company boasts exceptional infrastructure designed to cater to the growing market demand for ship repair services. Key facilities include state-of-the-art repair docks, modern workshops, ship lift facility and specialized equipment to handle a variety of vessels, as detailed in **Appendix 1**.

With the ship repair market poised for significant growth over the next 8-10 years, Cochin Shipyard Limited (CSL) is strategically expanding its international ship repair services. To support this global expansion, CSL is dedicated to offering world-class ship repair solutions to international markets. To achieve this ambitious goal, CSL is seeking dynamic and qualified firms or agencies to act as territorial representatives in their respective regions. These trusted partners will be essential in identifying potential clients, building lasting relationships, and promoting CSL's industry-leading maritime repair services. By leveraging their local knowledge and expertise, territorial representatives will play a key role in advancing CSL's mission to deliver tailored, value-driven services to maritime stakeholders worldwide. Together, CSL and its territorial representatives will pioneer a new era of maritime innovation, ensuring excellence, mutual growth, and a strong global presence. This is an opportunity to



collaborate with India's leading shipyard and contribute to shaping the future of the global maritime industry.

## **2. Objectives of EoI**

The purpose of this EoI is to evaluate, shortlist, empanel and engage Companies/Firms/Agencies of international repute meeting the pre-qualification criteria and who are interested in representing CSL as territorial representatives within designated territories across the globe. As part of our strategic expansion, we are looking to engage local representatives who can effectively promote and solicit business for our ship repair and refit services. This initiative is aimed at building strong regional partnerships to extend our reach and cater to the growing demands of the global maritime industry.

The term "Territory" for the purpose of this EoI refers to an area encompassing one or more countries within a specific region. The scope of the territorial representative's responsibilities will cover all potential clients whose corporate office /main operational headquarters are located within the defined territory, regardless of the vessel's flag or whether they are acting on behalf of themselves or other parties. In the initial phase, we intend to appoint territorial representatives for the following regions which shall be expanded based on future requirements. The Representative shall be granted **exclusive rights** to promote CSL's ship repair services within the assigned Territory, subject to satisfactory performance, for the duration of the agreement.

### **Proposed Territories/Regions**

- a. Norway, Sweden & Finland
- b. UK , Germany & Denmark
- c. Greece & Cyprus
- d. GCC countries ( Bahrain, Kuwait , Oman, Qatar , Saudi Arabia & UAE )
- e. Singapore & Malaysia
- f. Hongkong & Vietnam
- g. South Korea & Japan

CSL reserves the right to split/divide the above specified regions/territories based on the response to the EOI prior to the execution of the agreement.

The term "Ship Repair" refers to a broad range of activities aimed at restoring or maintaining the operational efficiency and structural integrity of vessels and marine structures. This includes, but is not limited to, rebuilding, conversion, up gradation, revamping, and repairing ships, offshore rigs, Floating Production Storage and Offloading (FPSO) units, Mobile Offshore Production Units (MOPU), Mobile Offshore Drilling Units (MODU), offshore platforms, submersibles, and other floating structures. Ship repair encompasses both routine maintenance and complex overhaul work required to ensure the continued safety, functionality, and compliance of these maritime assets.

### **3. Scope of Services**

Subject to the provisions of this EOI as well as the Terms of Engagement primary responsibilities of the territorial representatives in the respective territory shall include, but not be limited to:

#### **3.1. Promotion of Ship Repair Services:**

- 3.1.1. The Representative shall be granted **exclusive rights** to promote CSL's ship repair services within the assigned Territory, subject to satisfactory performance, for the duration of the agreement.
- 3.1.2. Represent CSL & promoting our core services such as Dry docking, Afloat , emergency repairs and conversions/retrofits of ships. Highlight our technical expertise, capacity to handle large-scale repair projects, adherence to industry safety standards, and reputation for delivering high-quality services within specified timelines.

#### **3.2. Client Solicitation and Market Development:**

- 3.2.1. Identify and approach potential clients within the designated territory, including shipping companies, vessel operators, and maritime contractors in need of repair, maintenance and/or refit services.



- 3.2.2. Generate new business opportunities by offering tailored ship repair solutions and securing long-term relationships with key clients, such as commercial fleets and offshore operators.
- 3.2.3. Conduct market research to understand regional needs and align our services with territorial maritime requirements, thereby expanding our customer base.

### **3.3. Territorial Market Engagement:**

- 3.3.1. Build and maintain strong relationships with territorial stakeholders, including port authorities, shipping associations, marine contractors, and regulatory bodies.
- 3.3.2. Participate in regional maritime events, trade shows, and exhibitions to showcase our ship repair capabilities and enhance the visibility of CSL in the territorial maritime industry.
- 3.3.3. Monitor industry trends and regulatory changes in the maritime sector, ensuring that our services meet evolving client needs and comply with territorial regulations.

### **3.4. Support and Liaison:**

- 3.4.1. Act as the primary point of contact for clients within the territory, handling inquiries, assisting with repair scheduling, and coordinating service requests to ensure smooth operations.
- 3.4.2. Provide ongoing support to clients by addressing issues related to repairs, logistics, and vessel maintenance, ensuring they receive timely and efficient service.
- 3.4.3. Facilitate communication between territorial stakeholders and CSL to ensure seamless service delivery and project execution.

In addition to the primary responsibilities outlined above, the Territorial Representative shall also have the following secondary responsibilities:



### **3.5. Secondary Responsibilities and Exclusions of the Territorial Representative:**

**3.5.1. Exclusions from engagement:** The Territorial Representative acknowledges that this empanelment and engagement shall not apply to any ship repair or refit services for which CSL has already entered into direct arrangements with vessel owners within the designated territory(ies). Any such existing contracts or agreements with ship owners, made prior to the Territorial Representative's engagement, or their renewal /extension /expansion or business opportunities of their affiliates, Associates or group entities referred by such clients without the involvement of the territorial representative, shall remain unaffected by this appointment.

**3.5.2. Regular reporting:** The Territorial Representative shall provide CSL with regular reports regarding market conditions and business activities within the assigned territory. These reports must be submitted at a minimum of once every quarter and should include, but are not limited to, updates on client inquiries, market trends, competitor activities, and any other relevant information pertaining to CSL's interests.

**3.5.3. Non-compete obligation:-** The Territorial Representative agrees that during the term of this agreement and within the designated territory, they shall not engage either directly or indirectly in any activities, that compete with the interests of CSL. Furthermore, if the Territorial Representative refers any prospective business opportunity to CSL and discussions are initiated, the Territorial Representative shall not, at any time during such negotiation process, refer the same opportunity to any other yard or represent any other yard in connection with that opportunity. This restriction applies for the duration that CSL is actively pursuing the opportunity in conjunction with the Territorial Representative.—The Territorial Representative acknowledges that adherence to this clause is essential to protect CSL's legitimate business interests.

**3.5.4. Exclusivity:** Unless CSL provides written approval, the Territorial Representative is prohibited from serving as a representative, agent, or in any



similar capacity for any other ship repair yard or organization offering Ship Repair services as CSL within the Indian subcontinent. (India , Pakistan , Sri Lanka, Bangladesh & Myanmar). This exclusivity clause is in place to avoid conflict of interest which could negatively impact CSL's business.

3.5.5. **Limitation of authority:** The Territorial Representative is not authorized to bind CSL to any terms regarding pricing, timelines, specifications, or other contractual conditions. The Representative must explicitly communicate that orders placed by clients are only final when confirmed by CSL. The Territorial Representative shall not accept orders, enter into contracts, or make representations, promises, warranties, or guarantees on behalf of CSL without written consent. All transactions must comply with CSL's prevailing terms and conditions, which may be amended from time to time, and the Representative shall be responsible for ensuring these are communicated clearly.

3.5.6. **Diligence and cooperation:** The Territorial Representative shall use their best efforts to further CSL's interests and comply with all reasonable instructions issued by CSL. This includes providing reliable information regarding the financial status of clients, assisting in the collection of outstanding payments, and cooperating with CSL in all relevant business matters to ensure smooth and efficient operations.

3.5.7. **No sub-agent appointment without approval:** The Territorial Representative shall not appoint any sub-agent or delegate their responsibilities to any third party without obtaining prior written approval from CSL. Any third-party involvement shall require CSL's written consent to ensure that the quality of services provided remain in accordance with CSL's standards.

3.5.8. **Information sharing:** The Territorial Representative shall promptly disclose to CSL any information or insights that may be useful or beneficial to CSL's business, including matters related to ship repair and marketing activities. Such information must be shared in compliance with applicable confidentiality obligations, and should not breach any duty of secrecy owed to third parties.



**3.5.9. Direct client engagement:** If a potential client referred by the Territorial Representative chooses to engage directly with CSL instead of through the Representative, the Territorial Representative shall respect the client's decision. CSL will handle all direct inquiries from the client. The entitlement to agency fees will remain unaffected by the client's decision to deal directly with CSL.

#### **4. Eligibility Criteria**

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

##### **4.1. General**

- i. The applicant shall be a single firm/entity.
- ii. Consortiums are not eligible to participate.
- iii. Subsidiaries of parent companies are eligible to participate and may claim the experience of the parent company for pre-qualification purposes.
- iv. In the case of past mergers or acquisitions, applicants must submit satisfactory documentary evidence to substantiate their claims of relevant experience for pre-qualification.
- v. Any past changes in the applicant's name must be supported with satisfactory documentary proof.
- vi. The applicant shall not be under any declaration of ineligibility issued by the Government of India, State Governments, or Public Sector Undertakings or by any Government or statutory body in the 'Territory'.
- vii. The applicant must have a physical presence or an office in the designated "Territory."

##### **4.2. Technical Experience**

The applicant must demonstrate prior experience relevant to the duties outlined in this EoI. Applicants must also disclose any existing commitments to other ship repair

yards, agencies, or clients, including the duration of such commitments, supported by relevant documentation.

#### **4.3. Financial Capability**

- i. The applicant must have a positive net worth of at least USD 500,000 (Five Hundred Thousand Dollars) as of the end of the immediately preceding financial year.
- ii. Applicants must provide a certificate from their statutory auditor, substantially in the format specified in **Appendix 2**, certifying the net worth of the firm. The certificate should also confirm that the methodology used to calculate net worth aligns with the definition specified in **Appendix 2**.
- iii. Applicants must submit:
  - a. A certified declaration from the statutory auditor.
  - b. Audited balance sheets for the last three financial years.
  - c. Annual turnover details for the last three financial years, as part of their submission for the EoI.

### **5. Application Requirements**

Interested firms/agencies are required to submit a comprehensive application, which should include the following details and supporting documents:

#### **5.1. General Information**

- i. Full name, address, and contact details of the applicant firm/entity.
- ii. Details of the authorized representative, including name, designation, email address, and contact number.
- iii. Proof of legal entity (Certificate of Incorporation, Registration Certificate, or equivalent).
- iv. Documentary evidence of physical presence or office in the designated "Territory."

#### **5.2. Technical Information**

- i. A detailed profile of the firm, including its history, organizational structure, and key areas of expertise.
- ii. Documentary evidence of relevant technical experience, demonstrating the firm's capability to perform the duties outlined in this EoI. This should include:



- a. Details of completed projects of a similar nature, including project descriptions, duration, and client details.
- b. Supporting documentation for the claimed experience, such as work orders, contracts, or client testimonials.
- iii. Disclosure of any existing commitments with other ship repair yards, agencies, or clients, specifying the nature and duration of these commitments, along with supporting documentation. Applicant to ensure compliance of its confidentiality obligations with third parties while providing details/documentary proof of technical experience. CSL shall not assume any liability for any third party claims for breach of confidentiality obligation. However, confidentiality obligations shall not excuse a party from providing documentary evidence of technical expertise.

#### **5.3. Financial Information**

- i. Certificate from the statutory auditor, substantially in the format specified in **Appendix 2**, certifying the applicant's net worth and confirming compliance with the requirements under this EoI.
- ii. Copies of the audited balance sheets for the last three financial years.
- iii. Declaration from the statutory auditor indicating the annual turnover of the firm for the last three financial years.

#### **5.4. Legal Compliance**

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

#### **5.5. Additional Documents**

- i. Along with the covering letter a pitch document with detailed proposal outlining how the firm intends to promote CSL's services, identify new business opportunities, and manage client relationships within the designated territory.
- ii. Marketing and sales strategies the firm plans to employ.
- iii. Details of any mergers, acquisitions, or name changes in the past, along with supporting evidence.
- iv. Any other information or documents deemed necessary to support the application and establish the applicant's eligibility and suitability.

**5.6. Covering Letter:** Applicants must submit a covering letter clearly indicating their interest in being appointed as CSL's Territorial Representative.

**5.7. Company Profile Details:** Applicants are required to provide the following details:

- i. Full legal name of the firm, date of establishment, and organizational type (e.g., individual, proprietorship, partnership, private limited company, public limited company, etc.). Include an organizational chart if applicable.
- ii. Exact and complete corporate, registered, or home office address, business address, telephone numbers, fax numbers, email, and other contact details. Firms with foreign registry must indicate if they have branch offices in India and provide details in a similar format.

**5.8. Narrative Description of the Firm:** Applicants must submit a brief narrative description of their firm.

**5.9. Capabilities:** Applicants must describe their capabilities concerning personnel and facilities.

**5.10. Experience Details:** Applicants must provide documentation as proof of their experience and eligibility as specified in the relevant section of this EoI.

**5.11. Submission Instructions:**

- i. All documents must be submitted in English and certified where applicable.
- ii. The application must be submitted electronically to the specified email address on or before the deadline for submission. Further hard copy of the application may be send to the designated postal address.
- iii. The deadline for submission is 05<sup>th</sup> February 2026 before 1500 hrs IST, and applications received after this date will not be considered.
- iv. For any clarifications or queries, applicants may contact;

**Shri. Sajin P Samuel**  
Assistant General Manager i/c (SRC&BD),  
Email: [sajinps@cochinshipyard.in](mailto:sajinps@cochinshipyard.in); Mob No: +91-9895705140

**OR**  
**Shri. Naveen Raveendran**  
Manager (SRC & BD Commercial)  
Email: [naveen.r@cochinshipyard.in](mailto:naveen.r@cochinshipyard.in); Mob No: +91- 8138917184

OR

**Shri. Suresh Babu T C**

Assistant General Manager (SRP),

Email: [sureshbabutc@cochinshipyard.in](mailto:sureshbabutc@cochinshipyard.in); Mob No: +91-9895705184

Email address for submission of application:

To

1. [sroffice@cochinshipyard.in](mailto:sroffice@cochinshipyard.in)

Copy to

1. [sureshbabutc@cochinshipyard.in](mailto:sureshbabutc@cochinshipyard.in)
2. [sajinps@cochinshipyard.in](mailto:sajinps@cochinshipyard.in)
3. [naveen.r@cochinshipyard.in](mailto:naveen.r@cochinshipyard.in)
4. [julianjose.pj@cochinshipyard.in](mailto:julianjose.pj@cochinshipyard.in)

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

**Assistant General Manager (SRP),  
Cochin Shipyard Limited,  
Ship Repair Office, Shipyard Campus,  
Perumanoor (PO), Kochi – 682015, Kerala, India.  
E mail: [sureshbabutc@cochinshipyard.in](mailto:sureshbabutc@cochinshipyard.in)**

- v. Amendment if any will be notified on CSL/Govt. website. The bidders are requested to keep themselves informed of the development by visiting CSL website [www.cochinshipyard.in](http://www.cochinshipyard.in) and the CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in) regularly. Such amendments shall be binding upon them.
- vi. Incomplete or non-compliant applications may be disqualified at the sole discretion of the evaluation committee.

## **6. Selection Process**

**6.1. Methodology:** CSL intends to receive Expressions of Interest from firms/Companies/ entities interested in serving as Territorial Representatives (TR). Eligible Companies/Firms/entities from each region/territory will be evaluated through a transparent and structured evaluation process. After an initial

review of submitted documents, shortlisted applicants will be invited for a physical meeting or video conference. The teams shall be evaluated on the criteria of Company profile & market reputation, Business Development Capability & territorial outreach, technical understanding of ship repair industry, Financial strength & compliance, proposal/pitch document quality, value addition & references if any. Based on this evaluation, firms/Companies/ entities meeting the requisite criteria will be notified, and an agreement will be executed between CSL and the selected firms/Companies/ entities for a period of five (5) years. CSL reserves the sole right to determine the selection process, and its decision shall be final and binding on all applicants.

**6.2. Conflict of Interest:** Applicants must provide professional, objective, and impartial services, prioritizing CSL's interests at all times. They must avoid conflicts with other assignments, personal interests, or corporate objectives. Applicants are required to declare any existing or potential conflicts of interest, either directly or through partners, that may affect the work outlined in the Scope of Work, as part of their proposal submission.

**6.3. Right to Accept or Reject Proposals:** CSL reserves the absolute right to modify, expand, restrict, withdraw, or reject any EoI at its sole discretion, without assigning any reason.

**6.4. Clarifications:** During the evaluation of the EoI, CSL may seek clarifications from applicants at its discretion. Firms must respond promptly within the prescribed time frame. CSL also reserves the right to conduct inquiries with any clients listed by the applicant as part of their prior experience.

**6.5. Language:** All proposals, including associated correspondence, must be submitted in English.

**6.6. Compliance:** Applicants must strictly adhere to all existing rules, guidelines, instructions, and procedures issued by CSL, as well as any amendments promulgated from time to time.

By adhering to the above process, CSL aims to identify and engage highly qualified firms/Companies/ entities to represent its interests effectively in the designated territories.



## **7. Terms of Engagement**

The consideration for the services rendered by the Territorial Representative, along with other terms and conditions governing the engagement, shall be detailed in a separate agreement to be executed between CSL and the selected Territorial Representative. Draft agreement outlining the standard terms ensuring alignment with CSL's policies and the scope of engagement is provided in **Appendix 3** of this EoI.

## **8. Governing Law & Jurisdiction**

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

## **9. Dispute Resolution Mechanism**

9.1 In case of any dispute or differences arising out of this Agreement, then the same shall be settled amicably between the Parties by way of mutual discussions and negotiation. If such disputes or differences cannot be resolved within a period of 60 days from the date of commencement of such discussions or negotiation, then the same shall be referred to arbitration.

9.2 Subject to above, any dispute or differences arising out of this Agreement shall be referred to an Arbitration Tribunal of 3 Arbitrators under the Rules of India International Arbitration Centre (IIAC), where each Party shall nominate one Arbitrator each and such nominated Arbitrators shall nominate the third one who shall chair the Arbitration Proceedings. Seat of Arbitration shall be New Delhi. Language of the Arbitration shall be English. Award of the Tribunal shall be final and binding upon the Parties.

## **10. Integrity Pact**

As a mandatory requirement of this EoI, the applicant shall execute and submit an Integrity Pact in the format enclosed with this document as **Appendix 4**. The Integrity Pact aims to ensure transparency, fairness, and ethical practices in the selection process. Failure to submit a duly signed Integrity Pact along with the proposal will



result in the disqualification of the applicant from the EoI selection process. By signing the Integrity Pact, the applicant agrees to adhere to its terms and conditions as a binding commitment to uphold integrity and accountability throughout the engagement with CSL.

### **11. Anti -Bribery and Corruption Practices:**

The firm and their respective officers, employees, agents and other representatives shall observe the highest standard of ethics during the Process.

Notwithstanding anything to the contrary contained in this EOI, CSL shall reject any proposal, without being liable in any manner whatsoever to the firm, if CSL determines that the firm has, directly or indirectly or through an agent, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practice in the Process. In such an event, CSL shall take necessary action as may be deemed fit, without prejudice to any other right or remedy that may be available to CSL under this EOI or Applicable Law.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "coercive practice" shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the evaluation Process;
- ii. "corrupt practice" shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the evaluation Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CSL, who is or has been associated or dealt in any manner, directly or indirectly with the evaluation Process and/or the execution of any of the agreements or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of CSL, shall be deemed to constitute influencing the actions of a person connected with the evaluation Process; or (ii) engaging in any manner whatsoever, whether during the evaluation Process or after the execution of the, as the case may be, who at any time has been or is a



legal, financial or technical adviser of CSL in relation to any matter concerning the EOI ;

- iii. "fraudulent practice" shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the EOI Process; and
- iv. "undesirable practice" shall mean (i) establishing contact with any person connected with or employed or engaged by CSL, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the EOI evaluation Process; or (ii) having a conflict of interest;
- v. "restrictive practice" shall mean forming a cartel or arriving at any understanding or arrangement among the Bidder(s) with the objective of restricting or manipulating a full and fair competition in the EOI evaluation process.

## Key Infrastructure Facilities

<u>SI No</u>	<u>Facility</u>	<u>Details</u>
1	Main yard	<u>At Kochi (Main Yard)</u> <ul style="list-style-type: none"> <li>• Dock 1- 270 x 45 x 12 M</li> <li>• Dock 2 -255x 43x 9 M</li> <li>• Dock 3- 310x 75/60x 13 M (New)</li> <li>• Berth/Quays - 1.3 Km</li> </ul>
2	International Ship Repair Facility (ISRF)	<u>At Kochi (ISRF)</u> <ul style="list-style-type: none"> <li>• Ship lift: 6000T (130x25 M)</li> <li>• Work stations- 6 nos (130 X 25 M)</li> <li>• Dock - 66 X 12.5 X 4 M – 01 no</li> <li>• Quays -1200 M Length</li> <li>• Maritime Park – 23 Business units</li> </ul>
3	Cochin Shipyard Mumbai Ship Repair Unit (CMSRU)	<u>At Mumbai (CMSRU)</u> <ul style="list-style-type: none"> <li>• Dock- 304 X 30 X 9.75 M (Hughes Dry dock)</li> <li>• Quays- 5,6,7 &amp; 8 of Indira Dock</li> <li>• About 1 km berth for afloat repairs</li> </ul>
4	Cochin Shipyard Kolkata Ship Repair Unit (CKSRU)	<u>At Kolkata (CKSRU)</u> <ul style="list-style-type: none"> <li>• Dock 1- 172 X 22.86 X 13 M</li> <li>• Dock 2- 172 X 22.86 X 13 M</li> <li>• Quay – 168 M</li> </ul>

5	Cochin Shipyard Andaman Nicobar Ship Repair Unit (CANSRU)	<u>At Port Blair (CANSRU)</u> <ul style="list-style-type: none"><li>• Dock 1- 68 X 16 X 2.5 M</li><li>• Dock 2- 88 X 20 X 7 M</li><li>• Slipways – 5 Nos (28x8mt)</li></ul>
6	Hoogly Cochin Shipyard Limited (HCSL)	<u>Kolkata, West Bengal</u> <ul style="list-style-type: none"><li>• Subsidiary Yard for construction and repair of Inland and Costal Vessels</li><li>• Slipways: 90 X 15M X 2 Nos</li><li>• 5 Outfitting jetties</li></ul>
7	Udupi Cochin Shipyard Limited (UCSL)	<u>Malpe, Udupi, Karnataka</u> <ul style="list-style-type: none"><li>• Standalone Modern International Ship Building facility for construction of Medium Size Vessels</li><li>• Slipway 96 x 22 M</li></ul>

## Appendix 2

### Certification of Net Worth

[On the letter head of the statutory auditor (for a company) or a practicing chartered accountant (for any other entity)]

Date: [insert]

To,

[To be inserted]

**Subject:** Certification of financial Pre-Qualification Criteria for Bid in response to the EOI to empanel Territorial Representatives issued by Cochin Shipyard Limited ("CSL") dated [insert]

[Respected Sir / Ma'am],

1. This is to certify that [insert name of relevant entity] possessed the following financial capacity at the end of the financial year \_\_\_\_\_

Attribute	Particulars (in USD in Million):
Net Worth	

2. We hereby confirm that, for the purpose of the aforesaid determination, Net Worth has been defined as the aggregate value of the subscribed and paid-up share capital, on a fully diluted basis, of a Bidder, and its free reserves and securities premium account, excluding the revaluation reserves, less accumulated losses, intangible assets and miscellaneous expenditure not written off. *Provided that*, in case of:
  - (a) funds, "**Net Worth**" shall mean the unleveraged investible corpus of such fund.)
3. In addition, we hereby certify and confirm that, the aforesaid Net Worth has been calculated in accordance with the parameters specified for such calculations in the EOI.

Sincerely,

(Signature of Authorized Signatory) Name of authorized signatory: [insert]

Designation of authorized signatory: [insert]

Registration / membership number of authorized signatory: [insert] Place: [insert]

Name and Seal of the Firm: [insert]

Acknowledged by: [insert]

For and on behalf of [insert name of the aforesaid entity]

(Signature of the authorized signatory)

Name: [insert] Designation: [insert] Date: [insert]



## DRAFT AGREEMENT

### AGREEMENT FOR EMPANELMENT AND ENGAGEMENT OF TERRITORIAL REPRESENTATIVE FOR GLOBAL CLIENT ACQUISITION FOR SHIP REPAIR

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

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

AND

\_\_\_\_\_, a Company/Firm/Agency incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_ (Name & Designation) \_\_\_\_\_ (hereinafter referred to as "Territorial Representative (TR)", which expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART

For the purpose of this Agreement, both CSL and TR are collectively called "Parties" and individually called "Party".

Whereas –

- a. Cochin Shipyard Limited (CSL), a premier Government of India enterprise, is expanding its global footprint to deliver world-class ship repair and refit services to international markets. As part of this vision, CSL invited an Expression of Interest (EoI) from dynamic and qualified Companies/Firms/Agencies to act as territorial representatives in designated regions worldwide vide EoI No: \_\_\_\_\_ dated \_\_\_\_\_.



- b. The TR has expressed its interest and demonstrated its capability to act as CSL's representative within the designated territory, promoting CSL's business interests, identifying potential clients, and providing local market insights and turned out to be one of the qualified applicants in the above referred designated territory.
- c. Both parties wish to formalize their mutual understanding and responsibilities through this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

## **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1. **Definitions:** In this Agreement, unless the context otherwise requires, the following terms shall have the meanings assigned to them:
  - a. **"Agreement"** means this Agreement for Empanelment and Engagement of Territorial Representative, including its schedules, annexures, and any amendments thereto.
  - b. **"Clients"** means individuals, companies, or entities within the Territory who may require CSL's services in ship repair, or refit.
  - c. **"Confidential Information"** means any information disclosed by CSL to the TR during the term of this Agreement, whether in writing, orally, or in any other form, including but not limited to business plans, financial data, client information, technical specifications, proprietary software, marketing strategies, and any other information designated as confidential or which, by its nature, should be understood as confidential.
  - d. **"Force Majeure"** shall mean any event or circumstance beyond the reasonable control of the Party affected, which prevents or delays the performance of its obligations under this Agreement. Such events or circumstances include, but are not limited to, acts of God (e.g., earthquakes, floods, hurricanes), war, terrorism, civil unrest, strikes, governmental regulations or restrictions, fire, explosions, pandemics, epidemics, accidents, or any other event or occurrence that could not have been foreseen or prevented by the affected Party, provided that such events are not due to the fault or negligence of the affected Party.



- e. "**Integrity Pact**" means the commitment to ethical business practices in the form and format provided in **Appendix 4 to the EoI**, to be signed and adhered to by the TR.
- f. "**Services**" refers to the activities to be undertaken by the TR under the Scope of Work, including but not limited to client solicitation, market engagement, and providing insights into the local market.
- g. "**Territorial Representative**" or "**TR**" means the entity empanelled under this Agreement to act on behalf of CSL in the designated territory, as specified in Annexure A, to promote CSL's business interests.
- h. "**Territory**" means the geographical region assigned to the TR for representation, which includes one or more countries, as detailed in Clause 2.

## 1.2. Interpretations

- a. Words denoting the singular include the plural and vice versa, and words denoting any gender include all genders.
- b. References to "days" mean calendar days unless otherwise specified.
- c. The headings are for convenience only and shall not affect the interpretation of this Agreement.
- d. Any reference to statutes, regulations, or guidelines shall include any amendments or re-enactments thereof in force at the relevant time.
- e. In the event of a conflict between the provisions of this Agreement and its annexures, the provisions of the main Agreement shall prevail.

## 2. APPOINTMENT AND SCOPE OF TERRITORY

2.1. CSL hereby acknowledges and appoints \_\_\_\_\_ as its Territorial Representatives for the designated territory of \_\_\_\_\_, effective from \_\_\_\_\_.

2.2. The Representative's Area shall encompass all potential clients whose main operational headquarters are located within the territory, regardless of the flag of the vessels concerned or whether such clients act on their own behalf or for other parties.

## 3. SCOPE OF WORK

3.1. Under this Agreement, the TR shall be responsible for identifying and engaging potential clients, promoting CSL's ship repair and refit services, and generating



business leads within the designated territory. The TR shall provide CSL with regular updates on market trends, competitor activities, and potential opportunities, while also representing CSL at local industry events, trade shows, and other relevant forums to enhance brand visibility and reputation. Additionally, the TR shall act as CSL's liaison to build and maintain strong relationships with clients, regulatory bodies, and other stakeholders within the territory. The TR shall submit periodic reports summarizing activities, client interactions, and market developments, and shall ensure compliance with CSL's policies, procedures, and applicable laws in all its activities.

#### **4. TERM OF THE AGREEMENT**

4.1. Unless terminated earlier in accordance with Clause 8 of this Agreement, the validity of this Agreement shall extend for a period of five (5) years, commencing from the date specified in Clause 2.1.

#### **5. OBLIGATIONS OF THE TERRITORIAL REPRESENTATIVE**

Subject to the terms and conditions of this Agreement, the TR's primary responsibilities within the assigned territory shall include, but are not limited to:

##### **5.1 Promotion of Ship Repair Services:**

- 5.1.1. Represent CSL as the territorial representative promoting its core services such as dry-docking, afloat repairs, retrofits and conversions.
- 5.1.2. Highlight CSL's technical expertise, capacity to handle large-scale repair projects, adherence to industry safety standards, and reputation for delivering high-quality services within specified timelines.

##### **5.2 Client Solicitation and Market Development:**

- 5.2.1. Identify and approach potential clients within the designated territory, including shipping companies, vessel operators, and maritime contractors in need of repair, maintenance and/or refit services.
- 5.2.2. Generate new business opportunities by offering tailored ship repair solutions and securing long-term relationships with key clients, such as commercial fleets, and offshore operators.



5.2.3. Conduct market research to understand regional needs and align CSL services with territorial maritime requirements, thereby expanding CSL customer base.

### **5.3 Territorial Market Engagement:**

- 5.3.1 Build and maintain strong relationships with territorial stakeholders, including port authorities, shipping associations, marine contractors, and regulatory bodies.
- 5.3.2 Participate in regional maritime events, trade shows, and exhibitions to showcase CSL's ship repair capabilities and enhance the visibility of CSL in the territorial maritime industry.
- 5.3.3 Monitor industry trends and regulatory changes in the maritime sector, ensuring that CSL's services meet evolving client needs and comply with territorial regulations.

### **5.4 Support and Liaison:**

- 4.1.1. Act as the primary point of contact for clients within the territory, handling inquiries, assisting with repair scheduling, and coordinating service requests to ensure smooth operations.
- 4.1.2. Provide ongoing support to clients by addressing issues related to repairs, logistics, and vessel maintenance, ensuring they receive timely and efficient service.
- 4.1.3. Facilitate communication between territorial stakeholders and CSL to ensure seamless service delivery and project execution.

In addition to the primary responsibilities outlined above, the Territorial Representative shall also have the following secondary responsibilities and exclusions:

#### **1.1. Secondary Responsibilities & Exclusions of the Territorial Representative:**

- 5.5.1. **Exclusions from engagement:** The Territorial Representative acknowledges that this empanelment and engagement shall not apply to any ship repair or refit services for which CSL has already entered into direct arrangements with vessel owners within the designated



territory(ies). Any such existing contracts or agreements with ship owners, made prior to the Territorial Representative's engagement, or their renewal /extension /expansion or business opportunities of their affiliates, Associates or group entities referred by such clients without the involvement of the territorial representative, shall remain unaffected by this appointment.

- 5.5.2. **Regular reporting:** The Territorial Representative shall provide CSL with regular reports regarding market conditions and business activities within the assigned territory. These reports must be submitted at a minimum of once every quarter and should include, but are not limited to, updates on client inquiries, market trends, competitor activities, and any other relevant information pertaining to CSL's interests.
- 5.5.3. **Non-compete obligation:** The Territorial Representative agrees that during the term of this agreement and within the designated territory, they shall not engage either directly or indirectly in any activities, that compete with the interests of CSL. Furthermore, if the Territorial Representative refers any prospective business opportunity to CSL and discussions are initiated, the Territorial Representative shall not, at any time during such negotiation process, refer the same opportunity to any other yard or represent any other yard in connection with that opportunity. This restriction applies for the duration that CSL is actively pursuing the opportunity in conjunction with the Territorial Representative. The Territorial Representative acknowledges that adherence to this clause is essential to protect CSL's legitimate business interests.
- 5.5.4. **Exclusivity:** Unless CSL provides written approval, the Territorial Representative is prohibited from serving as a representative, agent, or in any similar capacity for any other ship repair yard or organization offering Ship Repair services as CSL within the Indian subcontinent (India, Pakistan, Sri Lanka, Bangladesh & Myanmar). This exclusivity clause is in place to avoid conflict of interest which could negatively impact CSL's business.
- 5.5.5. **Limitation of authority:** The Territorial Representative is not authorized to bind CSL to any terms regarding pricing, timelines,

specifications, or other contractual conditions. The Representative must explicitly communicate that orders placed by clients are only final when confirmed by CSL. The Territorial Representative shall not accept orders, enter into contracts, or make representations, promises, warranties, or guarantees on behalf of CSL without written consent. All transactions must comply with CSL's prevailing terms and conditions, which may be amended from time to time, and the Representative shall be responsible for ensuring these are communicated clearly.

- 5.5.6. **Diligence and cooperation:** The Territorial Representative shall use their best efforts to further CSL's interests and comply with all reasonable instructions issued by CSL. This includes providing reliable information regarding the financial status of clients, assisting in the collection of outstanding payments, and cooperating with CSL in all relevant business matters to ensure smooth and efficient operations.
- 5.5.7. **No sub-agent appointment without approval:** The Territorial Representative shall not appoint any sub-agent or delegate their responsibilities to any third party without obtaining prior written approval from CSL. Any third-party involvement shall require CSL's written consent to ensure that the quality and control of services provided remain in accordance with CSL's standards.
- 5.5.8. **Information sharing:** The Territorial Representative shall promptly disclose to CSL any information or insights that may be useful or beneficial to CSL's business, including matters related to ship repair and marketing activities. Such information must be shared in compliance with applicable confidentiality obligations, and should not breach any duty of secrecy owed to third parties.
- 5.5.9. **Direct client engagement:** If a potential client referred by the Territorial Representative chooses to engage directly with CSL instead of through the Representative, the Territorial Representative shall respect the client's decision. CSL will handle all direct inquiries from the client. The entitlement to commission will remain unaffected by the client's decision to deal directly with CSL.



## 6. OBLIGATIONS OF CSL

- 6.1. CSL shall provide the TR with the necessary resources, guidance, and support to effectively perform their responsibilities. This includes, but is not limited to:
  - a. Marketing materials, brochures, and other promotional tools to represent CSL's services.
  - b. Access to technical data and specifications relevant to CSL's ship repair, refit, and other maritime solutions, subject to confidentiality requirements.
  - c. Updates on CSL's policies and service capabilities.
- 6.2. CSL shall maintain regular communication with the TR, providing timely updates on:
  - a. New business opportunities, operational strategies, or market expansion plans within the designated territory.
  - b. Feedback or queries received from potential clients referred by the TR.
  - c. Modifications to CSL's operational policies or strategic priorities that may affect the TR's scope of work.
- 6.3. CSL shall fulfil all financial obligations to the TR as per the agreed payment terms, including:
  - a. Payment of agency fees as stipulated in the agreement, based on verified and approved business referrals.
  - b. Reimbursement of pre-approved expenses incurred by the TR for CSL-related activities, subject to submission of valid documentation and compliance with CSL's policies.
- 6.4. CSL shall, if required, conduct orientation or training sessions for the TR to familiarize them with CSL's operational practices, service offerings, and brand values.
- 6.5. CSL shall provide assistance and guidance to the TR in resolving disputes or challenges arising during the execution of their duties, particularly in relation to client interactions or operational hurdles.
- 6.6. CSL shall maintain transparency in its dealings with the TR, ensuring fair treatment and equitable distribution of opportunities within the designated territory. Such as, providing clear criteria and justifications for decisions



affecting the TR's engagement, including performance assessments or termination actions.

- 6.7. CSL shall comply with all applicable laws, regulations, and ethical standards in its dealings with the TR and ensure that the TR is not required to undertake any activity that may violate such standards.
- 6.8. CSL shall periodically evaluate the TR's performance and provide constructive feedback to enhance their effectiveness.
- 6.9. In the event of termination of this agreement, CSL shall provide reasonable support to ensure a smooth transition, including settlement of outstanding payments and return of any TR-owned resources.

## 7. PAYMENT TERMS

7.1. **Agency Fees:** The Territorial Representative (TR) shall receive a payment for sales generated within the designated territory, as specified by the rate outlined in **Annexure 1** of this Agreement.

7.2. **Payment Timelines:**

- 7.2.1. Agency fees shall be calculated on a quarterly basis and disbursed within thirty (30) days of the end of each quarter, subject to receipt of a valid invoice and reconciliation of accounts.
- 7.2.2. Payments due to the TR shall be made via electronic transfer to the bank account provided by the TR in writing to CSL.

7.3. **Invoicing Requirements:**

- 7.3.1. The TR shall submit detailed invoices for agency fees, including the sales data, client details, and applicable supporting documentation, in a format prescribed by CSL.
- 7.3.2. CSL reserves the right to verify the details provided in the invoice and request clarifications or additional documentation before processing the payment.

7.4. **Taxes and Statutory Compliance:**

- 7.4.1. All payments to the TR shall be subject to applicable taxes, including withholding tax, as per the prevailing laws of India. If required, CSL shall also adhere to any applicable tax treaties or double taxation avoidance agreements (DTAA) between India and the TR's country to determine the appropriate withholding tax rate.

7.4.2. The TR shall be responsible for complying with all statutory obligations, including income tax, GST/VAT, and other applicable levies, in their jurisdiction. CSL shall provide the necessary documentation, such as withholding tax certificates or other relevant forms, to enable the TR to claim tax credits or exemptions under applicable laws.

7.4.3. The TR shall indemnify CSL against any claims, penalties, or liabilities arising from the TR's failure to comply with applicable tax and statutory obligations in their home jurisdiction or any other relevant territory.

7.5. **Currency:** All payments to the TR shall be made in Indian Rupees (INR) or the currency of the TR's country, or United States Dollars (USD), as mutually agreed in writing. For payments made in foreign currencies, the conversion rate shall be based on the rate prevailing on the date of payment processing, as determined by CSL's bank or an agreed-upon financial institution.

7.6. **Dispute on Payments:** In case of any disputes regarding the calculation or payment of agency fees or bonuses, the TR shall notify CSL in writing within fifteen (15) days of receiving the payment. Both parties shall attempt to resolve the dispute amicably. Any unresolved disputes shall be addressed as per the dispute resolution mechanism outlined in Clause 11 of this Agreement.

7.7. **Final Settlement:** Upon termination of this Agreement, the TR shall be entitled to receive agency fees accrued before the termination date. The final settlement shall be made within sixty (60) days of termination, subject to the submission of all outstanding invoices and compliance with contractual obligations.

## 8. TERMINATION

8.1. **Termination by Notice:** Either party may terminate this Agreement at any time by providing three (3) months' written notice to the other party, without assigning any reason for such termination.

8.2. **Termination by CSL for Cause:** CSL reserves the right to terminate this Agreement immediately, by providing written notice to the Territorial Representative, in any of the following circumstances:

8.2.1. **Breach of Agreement:** If the Territorial Representative breaches any of the terms or conditions of this Agreement and fails to remedy such



breach within twenty-one (21) days of receiving written notice from CSL specifying the breach.

- 8.2.2. **Liquidation or Insolvency:** If the Territorial Representative enters into liquidation, whether compulsorily or voluntarily (other than for purposes of amalgamation or reconstruction with CSL's prior consent), compounds with creditors, or takes any similar action in consequence of debt.
- 8.2.3. **Inability to Perform:** If the Territorial Representative is unable, for any reason, to perform their duties under this Agreement for a continuous period of three (3) months or for an aggregate period of three (3) months within any twelve (12) calendar months.
- 8.2.4. **Prejudicial Conduct:** If the Territorial Representative engages in any conduct that, in CSL's reasonable opinion, is prejudicial to CSL's interests or reputation.
- 8.2.5. **Unauthorized Assignment:** If the Territorial Representative purports to assign, transfer, or charge the rights, benefits, or obligations under this Agreement without CSL's prior written consent.
- 8.2.6. **Performance & Monitoring:** The Territorial Representative's performance shall be reviewed on an annual basis. Any deficiencies identified during such reviews shall be formally communicated. The TR shall ensure at least 6 enquiries/ leads are generated and forwarded in each quarter. The TR shall provide regular reports as per clause 5.5.2. If the performance of the Territorial Representative is determined to be below the agreed standards, CSL reserves the right to terminate this Agreement with immediate effect by providing written notice.

### 8.3. **Effect of Termination:**

- 8.3.1. Upon termination of this Agreement, the Territorial Representative shall immediately cease all activities on behalf of CSL and return any property, documents, or confidential information belonging to CSL.
- 8.3.2. Any rights, obligations, or liabilities that have accrued prior to the date of termination shall not be affected.
- 8.3.3. The Territorial Representative shall be entitled to receive agency fees for all amounts earned before the effective date of termination of this Agreement. Such agency fees shall be paid when they fall due, even if the payment date occurs after the termination of the Agreement.



8.3.4. It is expressly understood and agreed by the Territorial Representative that their role is primarily that of a facilitator for CSL. Accordingly, the Territorial Representative shall not be entitled to any indemnity, severance pay, or other compensation arising from or related to the termination of this Agreement, provided such termination is carried out in accordance with the terms of this Agreement.

8.3.5. Termination shall not prejudice any remedies available to CSL under this Agreement or applicable law.

8.4. **Survival:** The provisions relating to confidentiality, dispute resolution, and any other clauses that, by their nature, are intended to survive termination, shall remain in full force and effect after the termination of this Agreement.

## 9. CONFIDENTIALITY

9.1. **Confidential Information:** The TR agrees to maintain the confidentiality of all confidential information disclosed by CSL during the term of this Agreement, whether in writing, orally, or in any other form, including but not limited to business plans, financial data, client information, technical specifications, proprietary software, marketing strategies, and any other information designated as confidential or which, by its nature, should be understood as confidential.

### 9.2. **Obligations of the TR:**

- 9.2.1. The TR shall use the Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not disclose or use it for any other purpose without prior written consent from CSL.
- 9.2.2. The TR shall take all necessary precautions to protect the confidentiality and security of CSL's Confidential Information and shall implement appropriate measures to prevent unauthorized access, use, or disclosure.
- 9.2.3. The TR shall not disclose any Confidential Information to any third party, except to the extent required by law, regulation, or court order, in which case the TR shall promptly notify CSL in writing and cooperate with CSL in any efforts to limit the disclosure.



9.3. **Exceptions:** The obligations of confidentiality shall not apply to information that:

- a. Is or becomes publicly available through no breach of this Agreement;
- b. Was in the possession of the TR prior to the disclosure by CSL, as evidenced by written records;
- c. Is independently developed by the TR without reference to or reliance upon CSL's Confidential Information, as evidenced by written records;
- d. Is disclosed with the prior written consent of CSL.

9.4. **Duration of Confidentiality Obligation:** The TR's obligation to maintain confidentiality shall continue throughout the term of this Agreement and shall survive for a period of five (5) years following the termination or expiration of this Agreement, except where a longer period is required by applicable laws or as specified otherwise by CSL in writing.

9.5. **Return or Destruction of Confidential Information:** Upon termination or expiration of this Agreement, or at CSL's request, the TR shall promptly return or destroy all Confidential Information in its possession, including any copies, records, or materials containing such information, and certify in writing to CSL that all such information has been returned or destroyed.

9.6. **No Rights in Confidential Information:** Nothing in this Agreement shall grant the TR any rights, title, or interest in or to the Confidential Information, except for the limited right to use it for the purposes specified herein.

## **10. GOVERNING LAW AND JURISDICTION**

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

## **11. Exclusion of Government of India liability**

11.1. It is expressly understood and agreed by and between the Parties that CSL is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that CSL is



an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable Laws of India and general principles of Contract Law. The Territorial Representative expressly agrees, acknowledges and understands that CSL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, Territorial Representative hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

## **12. DISPUTE RESOLUTION MECHANISM**

12.1. In case of any dispute or differences arising out of this Agreement, then the same shall be settled amicably between the Parties by way of mutual discussions and negotiation. If such disputes or differences cannot be resolved within a period of 60 days from the date of commencement of such discussions or negotiation, then the same shall be referred to arbitration as per Clause 11.2.

12.2. Subject to Clause 11.1, any dispute or differences arising out of this Agreement shall be referred to an Arbitration Tribunal of 3 Arbitrators under the Rules of India International Arbitration Centre (IIAC), where each Party shall nominate one Arbitrator each and such nominated Arbitrators shall nominate the third one who shall chair the Arbitration Proceedings. Seat of Arbitration shall be New Delhi. Language of the Arbitration shall be English. Award of the Tribunal shall be final and binding upon the Parties.

## **13. AMENDMENTS & MODIFICATIONS**

13.1. No amendment or modification to this Agreement shall be valid or binding unless made in writing and duly executed by authorized representatives of both Parties. Any such amendment or modification shall be deemed to form an integral part of this Agreement.



#### 14. MISCELLANEOUS PROVISIONS

14.1. **Assignment:** The TR shall not assign or transfer its rights or obligations under this Agreement, either wholly or partly, without the prior written consent of CSL. CSL reserves the right to assign its rights and obligations under this Agreement to any affiliated entity or successor without the TR's consent.

14.2. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral. No additional terms, conditions, or representations shall be binding unless mutually agreed upon in writing.

14.3. **Force Majeure:** Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, governmental actions, , or any other unforeseen events of a similar nature . The affected Party shall promptly notify the other Party within 3 days of the occurrence and cessation of such events.

14.4. **Notices:** All notices or communications required under this Agreement shall be in writing and shall be delivered personally, sent by registered post, or transmitted via email or courier to the addresses specified below or such other address as may be notified by either Party in writing. Notices shall be deemed served upon receipt or, in the case of registered post, seven (7) days after dispatch.

____ (Name of the Designated Officer)	____ (Name of the Designated Officer)
____ (Designation of the Designated Officer)	____ (Designation of the Designated Officer)
____ (Phone number of the Designated Officer)	____ (Phone number of the Designated Officer)
____ (Email ID of the Designated Officer)	____ (Email ID of the Designated Officer)
Office Address of the Designated Person from Cochin Shipyard Limited	Office Address of the Designated Person from TR

14.5. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable under applicable law, the remaining provisions shall continue to be valid and enforceable. The Parties agree to negotiate in good faith to replace any invalid provision with a valid one that achieves, as closely as possible, the original intent and economic effect.

14.6. **Anti -Bribery and Corruption Practices:** The firm and their respective officers, employees, agents and other representatives shall observe the highest standard of ethics during the Process. Notwithstanding anything to the contrary contained in this EOI cum RFP, CSL shall reject any proposal, without being liable in any manner whatsoever to the firm, if CSL determines that the firm has, directly or indirectly or through an agent, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practice in the Process. In such an event, CSL shall take necessary action as may be deemed fit, without prejudice to any other right or remedy that may be available to CSL under this EOI or Applicable Law.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- a) "coercive practice" shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the evaluation Process;
- b) "corrupt practice" shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the evaluation Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CSL, who is or has been associated or dealt in any manner, directly or indirectly with the evaluation Process and/or the execution of any of the agreements or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of CSL, shall be deemed to constitute influencing the actions of a person connected with the evaluation Process; or (ii) engaging in any manner whatsoever, whether during the evaluation Process or after the execution of the, as the case may be, who



at any time has been or is a legal, financial or technical adviser of CSL in relation to any matter concerning the EOI ;

- c) "fraudulent practice" shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the EOI Process; and
- d) "undesirable practice" shall mean (i) establishing contact with any person connected with or employed or engaged by CSL, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the EOI evaluation Process; or (ii) having a conflict of interest;
- e) "restrictive practice" shall mean forming a cartel or arriving at any understanding or arrangement among the Bidder(s) with the objective of restricting or manipulating a full and fair competition in the EOI evaluation process.

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

**For Cochin Shipyard Limited**

**For Territorial Representative**

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**Authorised Signatory**

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**Authorised Signatory**

**Witnesses:**

1.



**AGENCY FEES**

1. Except as otherwise mutually agreed between the parties, CSL shall pay the Territorial Representative a flat agency fees as per below table on the total net invoice value (less any applicable deductions outlined in this Annexure) for all repair or refit work performed by CSL on vessels, managed for ship repair or refit purposes, that are referred through the TR within the designated territory.

**Table – Formula for Agency Fees Calculation**

SL NO	INVOICE RANGE X (IN USD MILLION)	AGENCY FEES APPLICABLE
1	X<2 MILLION USD	3 % OF NET INVOICE
2	02<X<04 MILLION USD	2.5 % OF NET INVOICE
3	Major Upgradation/Conversion projects( Applicable to major projects involving large-scale repairs or conversion) X>04 MILLION USD	The agency fee shall be mutually agreed upon in writing prior to the commencement of the project or contract finalisation.

**1.1. Exclusions from Agency Fees:** Agency fees is not payable on the following:

- All services, service engineers, parts, equipment, materials, and supplies arranged for the vessel owners, with charges based on cost plus CSL's standard mark-up

**1.2. Joint Agency Fees on Cross-Territory Orders:** In case where the vessel's technical management is from the Representative's area, and the client is based in another of CSL's Representative's areas, with the resultant order materializing due to joint efforts, the agency fees shall be equally divided between the respective Representatives, if equitable. The final decision on agency fee distribution shall be at the discretion of CSL.

**1.3. Modification of Agency Fees Rate:** CSL reserves the right to modify the agency fees rate for future repair work at any time, with a notice period of three (3) months to the Territorial Representative.



**1.4. Payment of Agency fees:** Agency Fees payments shall be made quarterly by CSL, in respect of work on which full payment has been received during that period. For partial payments, the agency fees shall be paid proportionately. Agency fees shall be paid in Indian Rupees (INR), OR the currency of the TR's country, or any other currency as agreed between the Parties.

**1.5. Exclusion of agency fees on Declined Orders:** No agency fees shall be payable on any order that is declined by CSL before the termination of this Agreement for any cause whatsoever, including the winding up of the Territorial Representative. This applies even if quotations were submitted during the term of the Agreement or if the Territorial Representative was involved in obtaining the order, provided the order was subsequently accepted by CSL after termination.

**1.6. Direct client engagement:** If a potential client referred by the Territorial Representative chooses to engage directly with CSL instead of through the Representative, the Territorial Representative shall respect the client's decision. CSL will handle all direct inquiries from the client. The entitlement to agency fees will remain unaffected by the client's decision to deal directly with CSL.

## PRE CONTRACT INTEGRITY PACT

### General

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

(hereinafter called the "BIDDER/Seller") of the second part.

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

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India Enterprise.

### NOW, THEREFORE,

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

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

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



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

### Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

### 3. Commitments of BIDDERS

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



**3.1** The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

**3.2** The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavour to any person in relation to the contract of any other contract with the Government.

**3.3** BIDDERs of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERs shall disclose their foreign principals or associates, if any, in the bid.

**3.4** BIDDERs shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.

**3.5** The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

**3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents,



brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or, alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

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

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

#### 4.Previous Transgression

**4.1** The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

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

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

**5.1** While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

- (i) Bank Draft or Pay Order in favor of CSL.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

**5.2** The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

**5.3** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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



## 6. Sanctions for Violations

**6.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation / recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.

- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
  
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## 7. Fall Clause

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

## 8. Independent Monitors

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



1) Dr. Rajan Katoch, IAS (Retd)

A-91, Alkapuri, Bhopal (MP) - 462022.

Email: rkatoch@nic.in

2) Dr. Vinod Bihari Mathur, IFoS (Retd.)

D302, Arborea Luxury Homes,

Tarla Nagal, Near Doon Helidrome,

Dehradun, Uttarakhand – 248001.

Email: vbm.ddn@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitors 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 Monitors the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or



intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. Facilitation of Investigation

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

## 10. Law and Place of Jurisdiction

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

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

## 11. Other Legal Actions

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

## 12. Validity

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

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



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

For & on behalf of PRINCIPAL

Cochin Shipyard Limited

(Office Seal)

For & on behalf of BIDDER

(Office Seal)

Witness

1.....

Witness

1.....

2.....

2.....

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

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