कोचीन शिपयार्ड लिमिटेड
COCHIN SHIPYARD LTD

(भारत सरकार का उद्यम / A Govt. of India enterprise)

EXPRESSION OF INTEREST (EOI)

FOR INSTALLATION AND ASSOCIATED MODIFICATION WORKS FOR A DETECTION SYSTEM ONBOARD VESSEL

EOI Reference	SRO/EE&I/DS/01
Date	31 October 2026

1. NOTICE INVITING EXPRESSION OF INTEREST

CSL invites Expressions of Interest (EOI) from technically and financially capable Indian firms / companies / shipyards / engineering organizations having demonstrated experience in shipboard structural modification, heavy equipment installation, marine electrical/electronic integration and associated testing and commissioning, for undertaking turnkey works related to design, fabrication, installation of detection system on an existing vessel.

The EOI is intended to identify competent agencies capable of executing the work safely, within the required schedule, and in accordance with approved drawings, applicable Classification Society requirements, good shipbuilding/repair practice and the technical directions of the designated authorities/OEM.

2. CONFIDENTIALITY

Interested parties shall treat all information received in connection with this EOI as confidential and shall not disclose, reproduce or use such information for any purpose other than preparation of their EOI without prior written authorization.

Detailed drawings, equipment particulars, exact installation location, interface information and other sensitive technical information, if required, shall be shared only with shortlisted parties subject to the applicable confidentiality requirements.

3. BROAD SCOPE OF WORK

The successful agency shall undertake the following broad scope of work on a complete turnkey basis, including design, engineering, procurement of materials (class approved plates, welmet etc.), fabrication with qualified welders, transportation, on-board modification, installation, alignment, testing support and final handover, as applicable.

3.1 Production drawing, Fabrication and Transportation

- Study the existing ship arrangements, reference drawings and site conditions relevant to the proposed installation.
- Identify the modifications required for installation of the new two detection systems and prepare a detailed execution methodology.
- Prepare all necessary fabrication/production drawings, installation drawings based on the approved structural drawings provided by CSL.
- Carry out fabrication of the Sub-assemblies at the vendor's premises under the supervision/inspection of the applicable Classification Society/competent authority/CSL reps, wherever required.
- Carry out all necessary dimensional inspection, quality control and documentation during fabrication.
- Provide suitable identification, packing and protection of the fabricated assemblies for transportation.
- Transportation of two fabricated Sub-assemblies from the vendor's premises to Cochin Shipyard Limited shall be entirely under the scope and responsibility of the vendor, including loading, unloading and safe handling during transit.

3.2 Installation

- Transport and position the fabricated sub-assemblies at the designated installation location onboard.
- Carry out lifting, positioning, fitting and installation of the sub-assemblies using suitable lifting arrangements, fixtures, and tools and handling equipment.
- Provide all necessary temporary supports, lifting accessories and installation aids required for safe and accurate installation.
- Carry out final securing, bolting/welding and interface completion as per approved drawings and manufacturer's requirements.
- Coordinate all lifting and installation activities with CSL and comply with applicable onboard safety and permit-to-work requirements.

3.3 Alignment and Planarity

- Achieve the specified structural alignment, equipment alignment, mounting tolerances, planarity of +/- 0.5mm and angular deviation of +/- 0.5 degree and machined surface requirements as stipulated in the approved drawings and equipment manufacturer's requirements.
- Carry out precision measurements using suitable and calibrated measuring instruments/equipment.
- Provide all necessary shims, packing plates, leveling arrangements and corrective measures required to achieve the specified tolerances.
- Record and document all critical dimensional, alignment and planarity measurements.
- Submit inspection and measurement reports to CSL/Class/Owner for verification and acceptance.

3.4 Installation and Weather/EMI Protection

- Assemble and install the sub assembly in accordance with the approved drawings and manufacturer's installation requirements.
- Install all associated interface plates, mounting hardware and sealing arrangements.
- Provide and install suitable weather-tight gaskets, EMI/EMC gaskets and sealing materials, as applicable.
- Carry out permanent weather-proof sealing of all applicable joints.
- Ensure that the completed installation provides the required environmental, weather-tight and EMI/EMC protection in accordance with the equipment manufacturers and approved design requirements.

3.5 Equipment Installation

- Receive, handle and install all associated equipment at their designated foundations/locations onboard.
- Carry out equipment mounting, securing, leveling and interface connection works as per approved drawings and manufacturer's recommendations.
- Ensure that equipment foundations and mounting interfaces meet the specified dimensional, alignment and structural requirements.
- Installation shall be carried out under the supervision/inspection of Classification Society, CSL and Owner, as applicable.
- Complete all associated installation works, including mechanical interfaces and other works required for system integration, as identified in the approved drawings and scope.
- Rectify any installation-related deficiencies observed during inspection, testing or commissioning.
- Upon satisfactory completion of the works and acceptance by CSL/Owner/Class, handover the installed system to the Owner in a complete and operational condition, along with all required inspection and completion documentation

4. INDICATIVE TECHNICAL BASIS

- DS installation involves heavy Sub-assemblies and precision alignment; the agency shall demonstrate capability for safe heavy-equipment handling and accurate installation.
- Structural modification shall be based on approved engineering drawings and applicable Class requirements.
- Fabrication, welding, machining and dimensional control shall be performed using qualified personnel, procedures and suitable inspection facilities.
- Final technical requirements, drawings, tolerances, material specifications and testing procedures will be communicated to shortlisted/qualified parties during the subsequent tender/technical discussion stage.

5. MINIMUM ELIGIBILITY / PRE-QUALIFICATION REQUIREMENTS

The EOI applicant shall meet all of the following minimum requirements and submit documentary evidence:

Sr No	Qualification Requirement	Documentary Evidence
5.1	Minimum average annual turnover of ₹30 crores during the last three completed financial years(FY 2023-24,2024-25,2025-26)	Audited financial statements / CA certificate / annual reports for the specified years.
5.2	The applicant shall have successfully completed, during the last five years, at least one installation project involving equipment/system weighing more than 10 tons or An equivalent marine electrical / electronic/ engineering installation project, under a single Purchase Order/Work Order, with a minimum executed order value of ₹2.00 Crores to be executed in shipyards / naval or government maritime/defense organizations	Work order/contract, completion certificate and client reference clearly indicating scope, value and completion status.
5.3	Capability to execute structural fabrication and welding work with precise alignment in accordance with approved drawings and applicable Class requirements of average 50T per year for last three years and same can be from multiple orders also.	Project list and client certificates / work completion records. Copy of Welder Qualification Certificate
5.4	Minimum 20 manpower in the direct payrolls of company out of which 2 no's should be supervisor grade with diploma in engineering and 8 no's should be welders/fitters with ITI qualifications. Also firm should have minimum two 3G qualified certified welder.	A list of such personal along with details of their qualification and experience shall be submitted in the application along with Organization chart, manpower deployment plan, HSE capacity statement,3G certificates copy etc.

6. EOI SUBMISSION – DOCUMENTS TO BE PROVIDED

6.1 Company profile and legal constitution.

6.2 Details of ownership/management and principal business activities.

6.3 Audited turnover statement for the last three completed financial years.

6.4 Copies of relevant work orders and completion/performance certificates, duly attested/notarized wherever applicable, as per Clause 5.2.

6.5 Project list and client certificates/work completion certificates as per Clause 5.3.

6.6 Details of shipyard/marine fabrication facilities, machinery, lifting equipment and inspection facilities

6.7 Details of qualified technical manpower, including supervisors, welders, riggers, electricians/electronics technicians and project management personnel. Documentary proof of qualifications and experience shall be submitted for reference as per clause 5.4

6.8 Quality Assurance/Quality Control system and relevant certifications.

6.9 HSE policy, accident records/major incident declaration and safety management arrangements.

6.10 Proposed project organization and indicative execution methodology.

6.11 Details of experience with DNV, IRS or other recognized Classification Societies, wherever applicable.

6.12 Details of OEM/technology partner tie-ups, if any.

6.13 Any exclusions, assumptions or clarifications considered necessary.

6.14 Copy of five qualified welder certificates as per the Clause 5.4

6.15 Annexure (A to H) (Refer 11(i) for details)

Note:All documents/certificates corresponding to the above serial numbers shall be compiled separately, clearly demarcated and arranged in the same sequence. Annexure A shall be duly filled in, indicating the submission status and corresponding page number

The EOI proposal in hard copy (original + one soft copy) super scribing the EOI number, last date of receipt of EOI clearly marked as "Request for Expression Of Interest For Installation and Associated Modification works for a detection system onboard vessel" shall be addressed to **General Manager (Ship Repair), Dock House, Cochin Shipyard limited, Perumanoor PO, Cochin 682 015, Kerala, India**, along with all credentials mentioned above.

Scanned copy of all the documents shall be submitted by email to the following email address:
manoj.ps@cochinshipyard.in
julianjose.pj@cochinshipyard.in
sroffice@cochinshipyard.in
arunkrishnan.r@cochinshipyard.in
nitin.narayan@cochinshipyard.in

7. EVALUATION OF EOI

Submission of an EOI shall not constitute a commitment to award the work. EOIs will be scrutinized for eligibility, technical capability, relevant experience, financial capacity, resources, quality systems and ability to execute the work within the required programme. Only applicants meeting the prescribed eligibility requirements and found suitable may be considered for the subsequent tender / limited enquiry / technical interaction, as applicable for finalization of the contract.

8. IMPORTANT CONDITIONS

- The work is envisaged on a turnkey basis unless otherwise specified in the subsequent tender. CSL shall have the right to reduce the SOW.
- The agency shall be responsible for its personnel, tools, tackles, logistics, transportation and safety arrangements within the scope of work.
- All work shall be carried out strictly in accordance with approved drawings, procedures, applicable Class requirements and instructions of the CSL authorized representatives.
- The successful agency shall coordinate with the designated technical authority/CSL for installation and integration.
- Any deviation from approved drawings or technical requirements shall require prior written approval.
- Detailed commercial terms, delivery schedule, warranty, performance security, insurance and payment terms etc. shall be specified in the subsequent tender/contract document.

9. CONFIDENTIALITY & CONTROL OF TECHNICAL INFORMATION

No vessel name, exact location, operational particulars or sensitive system configuration is not included in this EOI. Applicants shall not seek, publish or circulate such details. Any technical information subsequently issued to an EOI participant shall be used solely for the purpose for which it is provided and shall be protected against unauthorized disclosure.

10. CONTACT / SUBMISSION DETAILS

EOI Reference	EOI Reference: SRO/EE&I/DS/01
Contact persons/email	Nitin Narayan Email id: nitin.narayan@cochinshipyard.in Arun Krishnan R Email id: arunkrishnan.r@cochinshipyard.in

11. INSTRUCTIONS

(a) Methodology

CSL's intention with this Expression of Interest (EOI) is to receive willingness from suitable & reputed firms/ owners in India.
The arrangement shall be such that

i) The firms that are willing to partner with CSL and meet the Eligibility criteria and requirements as brought out vide this EOI shall be shortlisted.
ii) The shortlisted firms shall have to sign a Non-Disclosure Agreement (NDA) with CSL as per Annexure H.

(b) Conflict of Interest

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

(c) Right to Accept Proposal

CSL- reserves the right to modify, expand, restrict, scrap this proposal or reject any Expression of Interest without assigning any reason.

(d) Clarifications

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

(e) Language

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

(f) Integrity Pact

The bidders shall sign and submit an "Integrity Pact (IP)" to be executed between the bidder and Cochin Shipyard td. Along with the bid as per Annexure G. IP shall be implemented through the independent External Monitor for the bid.

(g) Disqualification

CSL may, at its discretion and at any time during the evaluation of a proposal, disqualify any bidder if they have/ are.

(i) Submitted the proposal documents after the response deadline.
(ii) Not submitted satisfactory documentary evidence and proof as required
(iii) Made misleading or false representations in the forms, statements and attachments submitted.
(iv) Submitted a proposal that is not accompanied by required documentation or is non responsive.
(v) Failed to produce clarifications related thereto, when sought.
(vi) Declared ineligible by Government of India/ State Govt./Public Sector Undertaking.

(vii) Not meeting any of the stipulated eligibility criteria laid out.

Even though the bidders meet the qualification criteria, they are subject to be disqualified if CSL come to know during the evaluation stage,

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

(h) **Communication**

For any further queries please contact,

Shri. NITIN NARAYAN,

ASSISTANT GENERAL MANAGER (SR - EE&I),

Cochin Shipyard Ltd

Email: nitin.narayan@cochinshipyard.in

Mob No. 9687606221

Shri. ARUN KRISHNAN R

MANAGER (ELECTRONICS), CSL

E mail: arunkrishnan.r@cochinshipyard.in

Mob No: 7994518968

(i) **Proforma for Submission of Expression of Interest**

(i) Covering letter clearly indicating the firms interest in partnering with (refer to the form attached at Annexure B).

(ii) Power of attorney of the signatory / signatories signing the EOI and (or associating to submit the EOI- to be submitted as per Annexure D).

(iii) Company profile details to be provided as per Annexure E - Complete name of the Firm with legal status, date of establishment and type of organization, whether individual (Organization chart to be provided), proprietorship, partnership, private limited company, public limited company etc.

(iv) Financial capability statement of the firm as per Annexure F.

(v) Exact and complete corporate/registered/home & office address, business address, telephone numbers, Fax numbers, email and cable address. For firms with foreign registry, indicate any branch office(s) established in India with details in aforesaid manner.

(vi) If present firm is the successor to or outgrowth of one of the or more predecessors firms, fresh name(s) of former entity titles and year(s) of their original establishment with details in aforesaid manner.

(vii) Contact details of designated representative -List of not more than two (02) principals who may be contacted by the Office. Listed principals must be empowered to speak on behalf of the firm on policy and contractual matters.

(viii) Relevant documents substantiating the Eligibility Criteria & Requirements to be met (refer clause 5 above).

(ix) The firm shall also attach with the EOI a Pre Contract Integrity pact duly signed by the authorised signatory in the prescribed format as per Annexure G.

(x) All pages of the Request for EOI document, including amendments if any shall be duly signed and sealed by the authorised representative of the bidder as a token of the acceptance of all the terms and conditions stated therein the document.

(xi) Deviations or suggestions, if any

12. JURISDICTION

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

13. LAST DATE FOR SUBMISSION OF PROPOSAL

The EOI shall reach the addressee not later than 1500 hrs (IST) on 13th November 2026.

Any amendments in "Request for EOI" will be published as corrigendum posted in CSL- website. (www.cochinshipyard.in)

(on behalf of)

General Manager (Ship Repair)

मनोज पी एस MANOJ P S
वरिष्ठ प्रबंधक /Senior Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.
कोच्ची / Kochi - 682 015

Enclosures:

1. Annexure A - Document Submission Checklist
2. Annexure B - Format for letter of Submission
3. Annexure C - Application for Qualification
4. Annexure D - Power of Attorney
5. Annexure E - Company Profile
6. Annexure F - Format for Financial Capability
7. Annexure G - Format for Pre contract integrity pact
8. Annexure H - Non-Disclosure Agreement

ANNEXURE A

Document Submission Checklist

Sl. No.	Clause	Documents / Particulars Required	Status	Page No.
1	6.1	Company profile and legal constitution	Submitted /Not submitted	
2	6.2	Ownership/management and principal business activities	Submitted /Not submitted	
3	6.3	Audited turnover for last 3 completed financial years	Submitted /Not submitted	
4	6.4	Work orders and completion/performance certificates as per Clause 5.2	Submitted /Not submitted	
5	6.5	Project list and client/work completion certificates as per Clause 5.3	Submitted /Not submitted	
6	6.6	Shipyard/marine fabrication facilities, machinery, lifting and inspection equipment as per Clause 5.4	Submitted /Not submitted	
7	6.7	Technical manpower details and documentary proof of qualifications/experience as per Clause 5.4	Submitted /Not submitted	
8	6.8	QA/QC system and relevant certifications	Submitted /Not submitted	
9	6.9	HSE policy, accident/major incident declaration and safety arrangements	Submitted /Not submitted	
10	6.10	Project organization and indicative execution methodology	Submitted /Not submitted	
11	6.11	Experience with DNV, IRS or other recognized Classification Societies, if applicable	Submitted /Not submitted	
12	6.12	OEM/technology partner tie-ups, if any	Submitted /Not submitted	
13	6.13	Exclusions, assumptions or clarifications, if any	Submitted /Not submitted	
14	6.14	Five qualified welder certificates as per Clause 5.3	Submitted /Not submitted	
15	6.15	Annexure (A to H)	Submitted /Not submitted	

Annexure B

Format for letter of Submission
(On Parent Company's Letter Head)

(Date and Reference)

To

The General Manager (Ship Repair)
Cochin Shipyard Limited
Perumanoor P.O
Kochi 682015

Dear Sir,

Sub: EXPRESSION OF INTEREST FOR INSTALLATION AND ASSOCIATED MODIFICATION WORKS FOR A DETECTION SYSTEM ONBOARD VESSEL

1. We, _____ (Name of the Parent Company) hereby authorise _____ (name of Subsidiary Company/ Authorised representative), to prepare and submit the proposal in response to the CSL requirement to Engage Design & Engineering firms [Marine] for Ship Repair/Conversion Projects

2. If_____(Name of subsidiary company) is successful in meeting the requirements to the satisfaction of CSL, _____(name of Parent Company) will provide full technical and financial assistance to _____ (name of subsidiary company) in order to perform the contractual obligations with Cochin Shipyard Ltd.

(Signature of the Authorised Representative)

(Name & designation of the Authorised Representative)

(Name of the Parent Company)

Annexure C

APPLICATION FOR QUALIFICATION
Letter of Proposal / Bid-Covering letter
(On Applicant's letter head)

(Date and Reference)

To

The General Manager (Ship Repair)
Cochin Shipyard Limited
Perumanoor P.O
Kochi 682015

Dear Sir,

Sub: EXPRESSION OF INTEREST FOR INSTALLATION AND ASSOCIATED MODIFICATION WORKS FOR A DETECTION SYSTEM ONBOARD VESSEL

Refer CSL EOI no. SRO/EE&I/DS/01 dated 31.10.2026

Dear Sir,
With reference to your Request for EOI referred above, We, (name of the _____ applicant/ Firm) having examined all relevant documents and understood their contents, hereby submit our EOI Proposal for the short listing of Prospective Firms.

We further state that

1. All information provided in the Proposal and in the Appendices is true and correct.
2. We shall make available to CSL any additional information necessary or required to supplement or authenticate the Proposal.
3. We are not under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings.
4. We do not have any conflict of interest in accordance with the Request for EOI document.
5. We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.

Thanking you,

Yours faithfully,
(Signature of the Authorised Representative)
(Name and designation of the Authorised Representative)
(Name of the Applicant / Consortium leader)

Annexure D

FORMAT FOR POWER OF ATTORNEY

Date .....

TO WHOMSOEVER IT MAY CONCERN

Mr .....(name of the person(s)), domiciled at.....

..... **(address), acting as** .....
.....**(designation and name of the company), and whose signature is attested below, is authorized on behalf of**.....
(name of the applicant) to provide information and respond to enquiries, etc. as may be required by the employer for the project of.....
(project title) and is hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr.....)

For.....

(Name and designation of the firm)

Annexure E

	Company Profile	
1	Name of Bidder/owner of the firm/company	
2	Nationality	
3	Head Office Address	
4	Address on which Correspondence should be done	
5	Tel. No.	
6	Mobile no.	
7	Fax No.	
8	E-mail address	
9	Place of incorporation / registration and Country	
10	Constitution of bidder, Specify if the bidder is	
	a) An individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A Limited Company or Corporation	
	Attach a copy of Proprietorship or Partnership Deed or Memorandum & Articles of Association of Incorporation of Company an as the case may be	
11	Bank solvency /Solvency Certificate	
12	Turnover for the years given below	
	a) FY 2023-24	
	b) FY 2024-25	
	c) FY 2025-26	

13	Major projects executed in last 05 years in the domain of design and engineering of ships/ marine structures.	
14	Give particulars of registration with Govt. / Semi Govt. / Public Sector Undertakings s/ Local Bodies (if any)	
15	Litigation/Arbitration case pending , If any give details	
16	Other details:	
	a) EPF No & ESI No	
	b) GST No	
	c) Sale tax no	
	d) PAN No	
	e) Service Tax Registration No	
17	Contact details of designated representative	
18	Any other information considered necessary, but not included above Note: Use separate sheets for providing more information	

Annexure F

FORMAT FOR FINANCIAL CAPABILITY

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

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

Certificate from Chartered Accountant:

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

Name of the Authorized Signatory representing Auditing firm:
Designation:
Name of firm (Chartered Accountant):

Signature of the Authorized Signatory:

Seal of Audit firm

Annexure G

SECTION X

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 on implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERs alike and will provide to all BIDDERs the same information and will not provide any such information to any particular

BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERs**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

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

3.5 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.

3.6 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.

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

3.8 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.

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

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

3.11 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.

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

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in

India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

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

5. Earnest Money (Security Deposit)

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

(i) Bank Draft of Pay Order in 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.

1. Sanctions for Violations

a. 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 any 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.

b. 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.

c. 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.

2. Fall Clause

a. 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.

3. Independent Monitors

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

1) Dr.Rajan S Katoch, IAS (Retd.)
A-91, Alkapuri,

Bhopal (MP) - 462022.

Mobile: 8800919222

Email: rkatoch@nic.in

2) Dr. Vinod BihariMathur, IFoS (Retd.)
D302, Arborea Luxury Homes,

TarlaNagal, Near Doon Helidrome,

Dehradun, Uttarakhand – 248001.

Mobile: 9412054648

Email: vbm.ddn@gmail.com

b. 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.
c. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
d. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
e. 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.

f. 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.

g. 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.

h. 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.

4. 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.

5. Law and Place of Jurisdiction

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

b. 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.

6. 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.

7. Validity

a. 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.

b. 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.

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

For & on behalf of PRINCIPAL	For & on behalf of BIDDER
Cochin Shipyard Limited	(Office Seal)
(Office Seal)	
Witness	Witness
1.....	1.....
2.....	2.....

Annexure H

FORMAT FOR NON DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT FOR SHARING DATA RELATED TO "The Projects" WITH M/S _____ TO AVAIL DESIGN AND ENGINEERING SERVICES.

THIS AGREEMENT IS MADE on this day..... of.....2026 BETWEEN M/S _____ AND GENERAL MANAGER, SHIP REPAIR M/S COCHIN SHIPYARD LIMITED (herein referred to as "CSL"). , FOR SHARING OF DATA RELATED TO "The Projects" TO AVAIL PROJECT MANAGEMENT SERVICE OF M/S _____

BOTH PARTYS TOGETHER FOR THE PURPOSE OF THIS ARRANGEMENT SHALL HEREIN BE REFERRED TO AS "PARTIES"

NOW THESE PRESENT WITNESSESS and the parties hereby agree as follows: -

1. Sharing of information related to the project within M/s _____ should strictly be on **NEED TO KNOW BASIS** only.

2. All information being exchanged between CSL and _____ must be treated as" classified information", whether or not the specific security notation is used in notes, memorandum, analysis, compilation, studies or other documents in hard copy or in electronic media.

3. The secrecy and physical security of all documents and drawings related to project should be kept in strict confidence and should not be used in whole or in part for any purpose other than the purpose for which the same was provided to.

4. Information related to the Project should not be communicated nor caused to be disclosed whether directly or indirectly to any third Party or persons other than those for whom the same was provided by the Navy / M/s CSL.

5. Reproducing/ Xeroxing/ Duplicating in whole or in part of documents/ drawing in hard copy or in electronic media is not to be undertaken where the same has not specifically been authorised by CSL. In any case, all internal reproduction/ Xeroxing/ duplicating should be controlled by and be authorised at an appropriate level. All such activities are to be communicated and such material shall be handed over to CSL after the engagement of _____ with CSL for this particular requirement.

6. Project information should not be communicated to Navy, OEM's or any other third party through fax, email or by any means. All the communications with respect to the project shall be routed through CSL only.

7. Special precaution needs to be taken by the M/s _____ during interaction with the other vendors/ sub-vendor and their background be ascertained. Sub-vendors and other vendors are to be sensitised on security issues. In case of foreign vendors, approval of CSL & NAVY (THROUGH CSL) is to be taken after providing requisite justification.

8. Each Party will take measures to protect the confidential information of the other Party, that, in aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information.

9. Both parties agree that any confidential information received from the other Party shall only be used for the purpose of providing or receiving Services under this arrangement or any other Contract between the parties.

10. The above non-disclosure shall continue to be in vogue after completion of work and through the operational life of the project.

M/s. Cochin Shipyard Ltd	M/s.
Name:	Name:
Title:	Title:

***** END OF EOI *****