COCHIN SHIPYARD LIMITED  
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Kochi, Kerala  
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Web: www.cochinshipyard.com

Invites

Expression of Interest (EOI)

For

Outsourcing of Detailed Design of Vessels

June 2020

Enquiry No.: SDD/GEN/02/2020

Due Date for Submission of EOI: 4th August 2020
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1. INTRODUCTION, OBJECTIVE and INTERPRETATIONS

Cochin Shipyard Limited (CSL) is a premier Ship Building & Ship Repair company under Ministry of Shipping, Government of India incorporated in the year 1972. Cochin Shipyard Ltd is in the process of identifying potential Partners to outsource the detailed design of future shipbuilding Orders. This Expression of Interest (EOI) is for identifying reputed firms who have prior experience in executing Detail Design of various types of vessels (viz tugs, bulk carriers, PSVs, tankers, Container ships, LNG carriers, Passenger ships, Ferries etc.), who meet the qualitative and technical requirements of CSL, for creating an Empaneled list of Firms for outsourcing of the detailed design.

The qualification of the Firm to the empaneled list will be done by CSL after verification of the credentials and based on the eligibility of the firms meeting the criteria specified in this document and its annexure.

Based on the credentials of the Firm obtained through this EOI, CSL reserves the right to classify the Firms for undertaking the detailed design for the vessel, size, type and complexity in the empaneled list. The qualified Firms who are considered for empaneled list will be informed about the outcome, including the type of vessels for which the firms will be considered in future for detailed design works. The empaneled list will be valid for a period of Three (03) years. Based on the Performance evaluation of the Firms, CSL reserves the right to remove a company from the empaneled list at any given time. To this effect, CSL reserves the right to gather information on the Firm’s performance independently even after the empanelment process is completed.

The award of contract for detailed design of each project will be done by CSL through competitive tendering process for each Project by inviting bids from the empaneled list for the corresponding Vessel type.

1.1 INTERPRETATIONS

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

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

VESSEL TYPE A: Vessels which are of dry and liquid cargo ships of 205 meter in length and above, Passenger Ships, Offshore vessels(Supply vessels, Pipe layers,Drill ships, FSU,FPSO), Dredgers, Naval Vessel/ Defence Vessels etc.

VESSEL TYPE B: vessels which are of dry and liquid cargo ships of less than 205 meter in length, Tugs, Inland vessels, Coastal Vessels, Fishing Vessels, Dumb barges.

Detailed Design: 3D modeling of hull and outfit of the vessel based on the input from yard and in compliance with class and statutory requirements.
FULL PROJECT: Implies a Project for which the scope of work covers the detailed design & Engineering/ Production drawings preparation and extraction as per Annexure 1 of this document for the complete vessel.

PARTIAL PROJECTS: implies a Project for which the scope of work covers detailed design & Engineering/ Production drawings preparation and extraction as per Annexure 1 of this document for a portion of the vessel.

PRODUCTION DRAWINGS: Means any drawings necessary to undertake fabrication and installation of hull and outfitting (such as Pipe fabrication drawing, fabrication drawing for equipment foundation, Cable tray installation drawings and cable tray support fabrication drawings, duct fabrication drawing, Installation drawings, Bill Of Materials, Material Lists of Fittings etc) for any vessel.

FUNCTIONAL DRAWINGS: Means any drawings which are essential for defining the functional aspects of various systems such as P&ID diagrams, Single Line diagrams, wiring diagram etc.

2. SCOPE OF DETAILED DESIGN
Refer Annexure 1 for broad scope of supply.

3. ELIGIBILITY CRITERIA

3.1 GENERAL

a) The Bidder shall be:
   i. Single Firm entity
   Note: No joint ventures shall be permitted.

b) Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. A Self-declared Compliance certificate shall be submitted under the firm’s letter head in this regard. Submission of any falsified information in this declaration, if brought to the notice of CSL during any period of time shall be treated as breach of trust and the contracts with the firm shall be terminated and firm shall be removed from the empaneled list by CSL with/without any prior notice to the firm.

3.2 TECHNICAL REQUIREMENTS & EXPERIENCE

3.2.1 Following criteria to be met by the firm for technical eligibility

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Criteria</th>
<th>Document to be submitted for verification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The bidder should have successfully executed detailed designs of various types of vessels in line with</td>
<td>See Note ii</td>
</tr>
<tr>
<td>2</td>
<td>Firm shall have minimum 5 years of experience in the detailed design field of ship design industry. The bidder should have experience of having completed detailed designs of various types of vessels in 3D modeling software, viz Tribon M3 or 3D Experience ship design software during last 3 years ending last day of month previous to the one in which applications are invited.</td>
<td>See Note i, ii and iii</td>
</tr>
</tbody>
</table>
| 3 | For FULL PROJECT scope any of the following categories to be satisfied:  
  • At least 1(one) of VESSEL TYPE A  
  • 3 or more of VESSEL TYPE B  
For PARTIAL PROJECTS: The Bidder should have completed at least 4 vessels of any Vessel type. However, the PARTIAL PROJECTS undertaken by supplier on series vessels shall be counted as only one project for the same area. | Certificate of work completion from the Clients in this regard needs to be submitted as part of the offer to substantiate the claim. Also see note ii |
| 4 | Firm shall have expertise in CAD software’s and MS OFFICE. | Details of to be submitted |
| 5 | The firm should have adequate facility, infrastructure, software and hardware for handling Detailed Design of vessels. The existing infrastructure details (Office space, Software licenses available, Hardware’s including Desktop PCs, Laptops and Servers registered with the company shall be listed in the offer. | Details of to be submitted |
| 6 | The manpower resources employed by the firm shall have sufficient expertise in the Shipbuilding design. Only technically qualified draftsmen/Engineers shall be employed for preparation of the detailed design and extraction of production drawings. | Firm shall submit a manpower list with break up based on qualification & experience in the format placed at Annexure 5. CV to be given |
Tribon M3 and 3D experience are the shipbuilding software being used by CSL. Manpower resources of the firm shall be familiar to either TRIBON M3 and 3D EXPERIENCE SOFTWARE and breakup for the same to be indicated.

Compliance to technical requirements as per Annexure 1

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Note:

i. Certificate of Incorporation of the company in this regard shall be submitted. The certificate should be notary attested in case of Indian and Foreign bidders. In case the bidder is a partnership firm/LLP the notarized certificate of registration/incorporation by the Registrar of Firms/Registrar of Companies or notarized deed of partnerships should be furnished.

ii. In line with the experience criteria, bidder shall submit the Notary Vetted copy of Purchase Order (PO)/Work Order along with Completion Certificate issued by the client as relevant stating the above.

iii. Documents showing details of software used (TRIBON M3/ 3D EXPERIENCE) for 3D modeling to be submitted.

3.2.2 The documents / certificates submitted by the bidder will be verified with source directly by CSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection/disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tendering for a period of three (3) years henceforth.

3.2.3 CSL reserves the right to proceed with disqualification of the bidder for submission of any falsified information without providing any prior/post written notice to the Bidders of such disqualification of their offers.

3.2.4 CSL reserves the right to visit the premises of the bidder’s client to obtain clarifications or confirmation directly from the bidder’s clients. The Bidder shall furnish necessary contact details and co-ordinate for obtaining approval / consent for the above-mentioned visit whereas travelling and all other expenses for the same shall be borne by CSL. Final acceptance of the offer is subject to the receipt of satisfactory feedback from the clients as mentioned above.

3.2.5 CSL shall also visit the firm’s premises, if necessary, to verify the data submitted by the firm during the bid submission stage and to check the detailed design capability
of the firm, with short notice to the firm. Any glaring discrepancy observed during such visits shall result in disqualification of the offer without any written notice to the bidder.

### 3.3 FINANCIAL CAPABILITY

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<tr>
<th>Sl.No.</th>
<th>Criteria</th>
<th>Document to be submitted for verification</th>
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</table>
| 1      | a. The Bidder shall have average annual turnover equivalent to Rs. 4.0 Crores (INR) for the last three fiscal years for handling projects in the category of Vessel Type A specified in Clause 1.1  
      | b. The bidder shall have average annual turnover equivalent to Rs. 1.0 Crores (INR) for the last three fiscal years for handling projects in the category of Vessel Type B specified in Clause 1.1 | See note i & ii below                      |
| 2      | The bidder shall have an average net worth equivalent to Rs. 2 Crores at the close of preceding 3 (three) financial years for handling large vessels or  
      | The bidder shall have an average net worth equivalent to Rs. 0.5 Crores at the close of preceding 3 (three) financial years for handling small vessels. | See note i & ii below                      |
| 3      | The Applicant (firm) who had applied for Corporate Debt Restructuring (CDR/CIRP/ S4A or any other debt restructuring or debt resolution or insolvency processes under any applicable laws) in three years viz., 2016-2017, 2017-2018, 2018-19 and till the due date for submission of the bid is not eligible to participate in this request for EOI. The undertaking that the Applicant has not applied for CDR/S4A/CIRP etc shall be submitted | The Undertaking that the Applicant has not applied for CDR shall be submitted. |
| 4      | The bidder shall furnish solvency certificate issued by a nationalized / scheduled bank to the tune of Rs. 4 Crores (INR) or equivalent for category of Vessel Type A and 1.0 Crores (INR) for category of Vessel Type B (refer Clause 1.1). In case of | Format placed at annexure -6 shall be followed. |
international bidders, solvency certificate shall be issued by any international reputed bank. The applicant shall submit the solvency certificate, not older than 3 (three) months prior to last date of submission of this EOI.

Note:

i. The Bidder shall enclose a certificate issued by its Statutory Auditors with their seal and signature, stating its net worth & revenues for the past three fiscal years along with the bid. Certificate shall be as per the format enclosed at Annexure-3.

ii. The bidder who qualify for the Vessel type A as per Technical and financial eligibility criteria will only be considered for all types of vessels and those who qualify technical and financial eligibility criteria for Vessel type B will only be considered for those type of projects (Vessel type B).

iii. Present Order Book position of the bidder shall be submitted as per Annexure - 10. The same shall be certified by the concerned statutory auditors of the bidder.

iv. After the pre-qualification process and subsequent issue of limited tender enquiry to the short-listed firms, CSL shall at its own discretion and costs opt for obtaining credit information report of these bidders through credit rating firms like M/s Dun & Bradstreet, MNS etc. during the techno-commercial evaluation of offers.

v. Bidders shall meticulously take notice that each of the aforesaid report is very critical for this tender and any wrong submission or submission with inadequate supporting documents or any mismatch in the documents will result in summarily rejection / disqualification of the submitted offer or even at any point of time whatever may be the status of the process.

4. PERFORMANCE REQUIREMENTS:
   Following shall be ensured by the bidder in case of an Order for Detailed Design of vessels
   a. 3D model being submitted as deliverable for corresponding order shall be complete in every aspect as per requirements stated annexure 1 of this EOI.
   b. The Bidder shall have the technical capability to verify the completeness of the 3D model with respect to the Key plans/basic design drawings and other input documents provided by CSL.
   c. The Bidder shall indicate whether there are any in-house quality and outfit process standards that are being followed by the firm in their present modus operandi for
undertaking detailed design. Firm shall make available to CSL, if necessary, such quality standards for further evaluation of the firm’s capacity during the course of the assessment prior to empaneling. During the award of Contract from the empaneled list, CSL shall provide the details of any specific outfit process standards applicable for the vessel for undertaking detailed design. However, if no specific case is discussed and agreed during the contract award, firm shall follow the outfit process and quality standards available with the firm, after the same is certified by CSL for use during detailed design, during each contract execution stage.

d. Bidder need to extract various types of productions drawings based on CSL requirements as per the final agreement.

5. INSTRUCTION TO APPLICANTS

This request for Expression of Interest (EOI) is to empanel reputed and experienced firms for Detail design of various types of vessels who meet the eligibility criteria as above. Subsequent to pre-qualification, Limited Tender Enquiries for outsourcing the detailed design will be sent only to the empaneled bidders. It shall be noted that processing of EOI is fully under the discretion of CSL. Subject to empanelment, the scope of work of awarding the Project as FULL PROJECT or PARTIAL PROJECT shall also be fully under the discretion of CSL.

5.1 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.

5.2 CLARIFICATIONS

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

5.3 LANGUAGE

The proposal and all associated correspondences shall be in English. All supporting document or printed literature submitted along with the offer shall also be in English. Supporting documents, which are not translated to English, will not be considered for pre-qualification.

5.4 EVALUATION

The offer will be examined on the basis of response to qualification criteria & scope of work defined by CSL. If required, applicants may be invited to make a presentation
to CSL to demonstrate their capabilities, experience, methodology etc. at a suitable date and time determined by CSL.

5.5 INTEGRITY PACT

The bidders shall sign and submit an “Integrity Pact (IP)” to be executed between the bidder and CSL along with the bid as per Annexure-7. IP shall be implemented through the following Independent External Monitor (IEM) for the bid.

Mr. P.K. Vijayakumar, IRS (Retd), Madhavam, Vaniyan Lane, Punkunnam P.O, Thrissur – 680002

5.6 DISQUALIFICATIONS

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

a) Submitted the Proposal documents after the response deadline.
b) Not submitted satisfactory documentary evidence and proof as per eligibility criteria mentioned at clause 3 above.
c) Made misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements.
d) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
e) Failed to produce clarifications related thereto, when sought.
f) Submitted more than one proposal.
g) Based on any adverse feed backs received from previous clients approached by CSL during the assessment.
h) Failed to prove technical competency / infrastructure availability as per clause 4.
i) Declared ineligible by the Government of India / State Govt. / Public Sector Undertaking.
j) Applied for Corporate Debt Restructuring (CDR)/S4A or other debt resolution process or insolvency processes in three years viz. 2015-2016, 2016-2017, 2017-18 and till the due date for submission of EOI.
k) Not meeting any other applicable criteria / clauses in the current EOI.

6. PROFORMA FOR SUBMISSION OF EXPRESSION OF INTEREST SHALL CONSIST OF:

a) Compliance matrix based on Annexure-1.
b) Certificate regarding financial capability as per format placed at Annexure -3 stating net worth & annual turnover during the past three (3) years.
c) Covering letter indicating interest to undertake CSL project (as per Format for application attached as Annexure – 4).
d) Company profile with legal status, date of establishment, organization chart including permanent manpower and contract manpower available with qualification, Certificate of incorporation etc. as per format for Structure and Organization placed at Annexure-5.

e) Solvency certificate as per Annexure-6.

f) Duly signed Pre-Contract Integrity pact as per Annexure – 7.

g) Capabilities with respect to infrastructure facilities.

h) Normal Execution plan with scope & methodology followed by the bidder for detailed design work

i) Quality assurance procedure/methodology.

j) Technical Experience details as per Annexure-8 with supporting documentary evidence.

k) Documents regarding present order book position as per Annexure-9.

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

m) Deviations, if any.

n) Work completion certificate from previous clients, as applicable.

7. GENERAL

a) CSL reserves the right to accept or reject any of the EOI without assigning any reason anytime or incurring any liabilities towards the firms. Submission of the EOI shall not automatically make the applicant eligible to receive the Limited Tender Enquiry (LTE).

b) CSL will treat the completed EOI forms as confidential. Documents submitted by the firms will not be returned.

c) All corrigenda, addenda, amendments and clarifications to the request for Expression of Interest will be hosted only in the website www.cochinshipyard.com and not published in the newspapers or any other media. Bidders shall keep themselves updated with all such developments till the last date and time of submission of EOI.

8. SUBMISSION OF EXPRESSION OF INTEREST

The sealed proposals (Original + One Duplicate hard copy + One soft copy) super scribing the enquiry number, last date for receipt of EOI and title “Expression of Interest Outsourcing of Detailed Design of Vessels of Cochin Shipyard Ltd.” shall be addressed to the following address with all credentials mentioned at clause 6 above:

General Manager (Design)
Design Department
Cochin Shipyard Limited
Perumanoor Post, Kochi –682015
Kerala, India

➢ Enquiry No. & Date : SDD/DES/XX/2019 dated XX June 2020
➢ Last date and time of Receipt of EOI : 4th August, 2020, IST 1500 hrs

The contact point for any clarification / correspondence is the following

ARUN KUMAR V
Assistant General Manager (Design)
Design Department
Cochin Shipyard Limited
Perumanoor Post, Kochi – 682015
Kerala, India

9. LIST OF ANNEXURES

• Annexure – 1: Technical requirement
• Annexure – 2 : Format for Power of Attorney
• Annexure – 3: Format for Financial capability
• Annexure –4: Format for Application
• Annexure-5: Format for Submission Of Structure And Organization
• Annexure –6: Format FOR solvency certificate
• Annexure –7: Format for Pre-Contract Integrity Pact
• Annexure –8: Format for submission of Experience: Relevant Projects Completed
• Annexure- 9: Format for submission of Present Order book position

-Sd/-
General Manager (Design)
TECHNICAL REQUIREMENTS

1. PREFACE
This document lists out the detailed design requirements which the Bidder will have to follow upon award of contract through competitive bidding issued to the Bidder Who are empaneled through this EOI.

2. SCOPE OF WORK

2.1. To undertake Detailed Design of the “Vessels “which are to be constructed according to the following classifications societies rules and regulations
   a. IRS, LRS, DNV GL, ABS, US coast guard, NKK or any class as applicable
   b. SOLAS/COLREG/ Other Statutory requirements as applicable.
   c. Flag state requirements as applicable.

2.2. The data required for undertaking detailed design shall be available through the rules and regulations, basic design documentation (provided by the Builder) and the equipment manuals. The Bidder shall have sufficient expertise to interpret the applicable Class rules and the basic design documents and equipment manuals to undertake the detailed design work for the vessels. Compliance to the requirements of the class rules and CSL’s standard yard practices in the detailed design shall be the responsibility of the bidder.

2.3. 3D model and Production drawings
   a. 3D Modeling of the Vessel using Tribon/3D Experience software for the Hull and Outfit (Machinery/Piping/ Accommodation/Electrical/Deck outfit).
   b. Preparation of production drawings/documentation for the complete Hull and outfit (machinery/piping/accommodation/Electrical/Ducting/Deck outfitting etc) for the” VESSEL”.
   c. Updating drawings and production drawing based on production feedback.
   d. Delivery of software model for Hull and Outfit of the VESSEL using Tribon/3D Experience software.
   e. Thorough and detailed checking of modeling for interferences, compliance to rules, regulations, safety, ergonomics, ease of operation, ease of maintenance, aesthetic appearances and correcting the same to CSL/ owner satisfaction before handing over to CSL
   f. Delivery of outfit production drawings of the VESSEL in Tribon/3D Experience /AutoCAD/DXF format.
   g. Delivery of hull production drawings of the VESSEL in Tribon M3/3D Experience /Word/Excel format. The modeling of the Hull shall be done by CSL or by the Bidder
Design team based on the type and requirement of the vessel, as decided by CSL during the tendering stage.

h. To meet the quality procedure adopted by Bidder for Tribon M3/3D Experience Modeling and for the production drawings to be approved by the CSL.

i. Position team to liaise with CSL’s production team for Output feedback and implementing changes as necessary in the detailed design in order to meet the practical constrains and other necessary changes as per Class and Owner requirement.

2.4. The detailed description of the 3D model content Scope/Work to be carried out by Bidder is as follows.

<table>
<thead>
<tr>
<th>Subgroup</th>
<th>Design and Engineering Scope</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5.1. Piping outfitting model / database scope and content</td>
<td>• Pipe sizes OD 15 and above &lt;br&gt; • spool joints (splitting) to be included</td>
<td>• Pipes of any material to be modeled &lt;br&gt; Note: Scope shall also include Bunch of tubes even if the sizes of those tubes are lesser than 15OD (for eg OD 6 x 10 Nos grouped together or multicore tubes, etc.) has to be included in the scope of 3D model and production drawing scope.</td>
</tr>
<tr>
<td>2.5.1.1 Piping model for all pipes in agreed size including:</td>
<td>Pipes and pipe fittings with all branch connections including gaskets for pipe joints</td>
<td>Based on The CSL standard. including fittings: valves with actuator/lever, filters, flanges, branches, reducers, sleeves etc.</td>
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<tr>
<td></td>
<td>• Valves and armature fittings &lt;br&gt; • The CSL standard for bending to be used &lt;br&gt; • Exhaust gas pipes including insulation, compensators and silencers &lt;br&gt; • Sockets for instrumentation (manometer/thermometer) &lt;br&gt; • Tanks level indicators, alarms and level gauges</td>
<td></td>
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<tr>
<td></td>
<td>• Exhaust pipe clamps and suspension &lt;br&gt; • Pipe supports according to CSL standard for all pipes OD15 and above. &lt;br&gt; • Resilient mountings for exhaust pipes</td>
<td></td>
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<tr>
<td>2.5.2 Machinery Model Contents</td>
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<tr>
<td>-------------------------------</td>
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</tr>
<tr>
<td>2.5.2.1 Machinery equipment:</td>
<td>All equipment for which the space has to be reserved and to where modeled piping is connected. Equipment models includes pipe connections/nozzles, foot print and service / maintenance space reservation indication.</td>
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<td></td>
<td>The equipment / machinery shall be modeled as per OEM drawings so that the foundations for the equipment are correct, proper collision checks can be carried out and with correct connection points. Main Engine and shafting shall be modeled with proper care so that exact location components shall be maintained as per shafting arrangement drawing.</td>
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<tr>
<th>2.5.3 Steel outfitting model Content</th>
<th></th>
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</table>
| 2.5.3.1a Steel outfitting model to include (for drawing extraction) | • Equipment foundation  
• Floors, gratings and platforms  
• Waste trays  
• Lifting beams with support, lifting hooks  
• Raised floor in Accommodation area/Wheel house |
|                               | • for Drawing extraction  
• Equipment foundations to be modeled with necessary carlings |
2.5.3.1b Steel outfitting model to include (for space reservation)

- Hatches
- Manholes
- Ladders and stairs
- Doors: Panel doors, steel doors
- Non-structural tanks
- Insulation of decks and bulkheads
- Wall/Ceiling/Partition Panel
- Bottom equipment
- Deck equipment/Mooring equipment
- Windows and Scuttles
- Toilet Modules
  - Galley, Laundry, Mess room Eqpt
  - Window wipers
  - Food/Passenger Lift
- Accommodation Flooring/deck covering/raised floor/ floating floor
- Other steel outfitting which may be relevant for piping routing space reservation purpose.

- For space reservation and clash check/maintenance service space availability check. Modeled in volume/equipment or structure.
- For Accommodation, the panels and ceilings shall also be modeled apart from the pipes, cable trays, equipment and AC/vent ducts

Note: Scope shall also include modeling of Manholes, vertical ladders, Inclined ladders, hatches for Preparation of Hull outfit list (lists/details of manhole/ladder for a particular unit/block, which will be part of unit/block drawing).

2.5.3.2 HVAC Model content: model to include

- HVAC main equipment: fans, self-containing units,
- Ventilation ducts areas outside accommodation.
- Ventilation ducts/pipes in steel and Spiro:- Spiro and ventilation ducts inside accommodation

HVAC ducts are to be modeled to extract arrangement as well as duct spool fabrication drawings

2.5.4 ELECTRICAL ITEMS TO BE INCLUDED IN MODEL


<table>
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<tr>
<th>Section</th>
<th>Description</th>
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| 2.5.4.1 Electrical cable trays to be included in model: | a) Main electrical cable trays and sub routes connecting to all the electrical equipment including mast to be modeled in the tribon 3D model.  
   b) All saddle routes (flat bar) connecting to all the electrical equipment including mast to be modeled.  
   C. Pipes for routing cables to underwater equipment, cargo deck, sensors, level switches, limit switches etc. to be modeled.  
   Cableways are to be modeled as per the CSL naming convention and standards.  
   Cable trays to be modeled with three layers. 40 mm for cable tray steel and 80 mm cable space above and 80 mm cable space below. (space reservation shall be increased, if required with respect to the number cable runs). |
| 2.5.4.2 Electrical equipment to be modeled | 1. All electrical cabinets to be modeled with maintenance space for space reservation.  
   2. All small electrical equipment such as lighting system, fire system, intercom system, PA system, TV system equipment etc. unless otherwise specified equipment to be modeled for space reservation and for extracting MLFs from model.  
   3. All antennas to be placed in model.  
   4. Components for electrical equipment to be unique for electrical cabinets.  
   a. Electrical equipment are to be modeled as per the CSL naming convention and standards.  
   b. Electrical equipment to be modeled for space reservation. Maintenance space required and door opening space to be included in the electrical equipment/cabinets.  
   c. If drawing extraction is done by the firm, electrical equipment to be modeled with actual dimensions. |
| 2.5.4.3 Penetrations required for cableways to be modeled | 1. Cable penetrations (Coamings) through bulkheads and decks to be modeled.  
   2. Cable penetration (Coamings) for penetrating girders are to be modeled.  
   3. Goose necks and penetration to exposed deck individual equipment to be modeled.  
   Cable penetration (Coamings) are to be modeled as per the CSL naming convention and standards. |
| 2.5.4.4 Supports for cable trays to be modeled | All supports required for supporting the main cableways and sub routes to be modeled in structure modeling.  
   Cableway supports are to be modeled as per the CSL naming convention and standards. |
| 2.5.4.5 Fitting seat | 1. Fitting seats for all electrical equipment/cabinets to be modeled  
2. Perforated plate seats for small equipment to be modeled. | a) Fitting seats are to be modeled as per the CSL naming convention and standards.  
b) Necessary carlings to be included in model for major equipment based on the maker details. If the details are available at the time of hull drawings, the carling shall be included in the hull drawings. |
| --- | --- | --- |
| 2.5.4 Hull Model Contents | Hull to be modeled in TRIBON M3/3D EXPERIENCE as per CSL standard (naming convention, fabrication sequence etc)  
3D model of hull in TRIBON M3/3D EXPERIENCE to be done as per CSL schedule block wise and transferred to CSL | CSL standard will be explained/shown to modeling in charge from Bidder |
| 2.5.5 Hull drawings and documentation. | 3D model of hull in 3D Experience/Tribon will be given as per CSL schedule block wise if CSL is doing the modeling. This is will be detailed as part of each tender |
| 2.5.5.1 Production drawings required unit wise | Based on the 3D model, Yard Plan (Workshop Drawings) in Tribon / 3D Experience compatible Format and the CSL standard. The sequence of block fabrication will be given by CSL | Yard Plan will be checked and comments will be given by the CSL. Firm to attend the comments and then only proceed to Nesting’s/other production drawings.  
Plate Nesting in Tribon/ 3D Experience compatible Format and the CSL standard (With Remnant Marked) block vice Nesting programs will be under CSL scope.  
Bevels,Chamferring,extra material,bending excess,rolling marks,remnant texts to be given manually in nesting’s  
Stiffener List in Word Format and the CSL standard | Additional marks/annotations to be made manually as per the CSL Standards |
2.5. The machine data such as pipe bending machine feeds for preparing the production drawings shall be provided by CSL based on the Project requirement and the same shall be used by the firm for preparing the production drawings.

2.6. Even though the 3D model shall be reviewed by CSL prior extraction of the production drawings, any fouling/Clashes/interference between the outfitting modeled by the firm observed during the detailed design and also any unsafe arrangement of outfitting which is not in compliance with the normal ship building practices shall be rectified by the firm in 3D model as well as in corresponding drawings, without any cost implications to CSL during the execution of the corresponding contract.

2.7. Firm shall assign a Project Manager (PM) for execution of each detailed design Project (refer clause 5.2) and all correspondences on the project shall be routed through the Project Manager.

2.8. Firm shall clearly elaborate on the procedures for detailed design undertaken by the firm commencing from receipt of the input till submission of the deliverables to CSL.

2.9. CSL reserve its right to withdraw portion of detailed design or drawing(s) from the scope of work of the bidder if the progress of work of the same is found inadequate to achieve the scheduled completion date for that particular portion of detailed design or drawing(s). CSL’s assessment and decision in this regard will be final and shall in no way affect the remaining scope of work. No payment will be released to the firm for part of work done by CSL in this regard.

2.10. **DELIVERABLES**

The list of deliverables by Bidder to the CSL are as per drawings/documents list for each project as a part of the final contract. The general scope of deliverables shall contain 3D model, drawings and documentation as follows.

<p>| Bending Templates to be generated as required for curved plates bending and drawings in Tribon / 3D Experience software compatible Format and the CSL standard | Bending templates should be marked in corresponding nestings |
| Jig plan in Tribon M3 Format and the CSL standard | |
| BOM for plates (With Nesting Numbers) | Marked Up BOM |
| Profile Nesting’s including areas split ups for FB’s along with material allocation | |
| BOM for profile – Bulbs Bars, Flat Bars | |
| Maintaining Remnant list for Plates/Profiles | |
| ** the CSL standard will be explained/shown to modeling in charge from Bidder | |</p>
<table>
<thead>
<tr>
<th>Section/Area</th>
<th>Type of Documentation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hull Structure</td>
<td>. 3D model for respective units/blocks</td>
</tr>
<tr>
<td></td>
<td>Yard Plan, Nesting Plan, Stiffener List, Bending Template, Jig Plan, Profile Nesting, BOM for plates and profiles, Remnant List</td>
</tr>
<tr>
<td>Machinery /Deck Outfit/Accommodation outfit</td>
<td>3D model for respective area</td>
</tr>
<tr>
<td></td>
<td>Equipment foundation drawings</td>
</tr>
<tr>
<td></td>
<td>Pipe Piece drawings</td>
</tr>
<tr>
<td></td>
<td>Pipe Support drawings</td>
</tr>
<tr>
<td></td>
<td>Duct Fabrication drawings (duct piece drawings)</td>
</tr>
<tr>
<td></td>
<td>Ventilation duct arrangement drawings</td>
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<tr>
<td></td>
<td>Pipe fitting arrangement drawings</td>
</tr>
<tr>
<td></td>
<td>Material List of Fittings</td>
</tr>
<tr>
<td></td>
<td>Fabrication and Arrangement drawings of various outfitting items (e.g. Hand rails, Storm rails, ladders, Raised Flooring etc..).</td>
</tr>
<tr>
<td></td>
<td>Pipe piece and arrangement drawings for cables (Refer 2.5.4.1.C above).</td>
</tr>
<tr>
<td>Electrical Outfit</td>
<td>3D model for respective area</td>
</tr>
<tr>
<td></td>
<td>Fabrication drawing of electrical seats and other misc items</td>
</tr>
<tr>
<td></td>
<td>Fabrication drawing of cable way supports</td>
</tr>
<tr>
<td></td>
<td>Fitting arrangement drawings</td>
</tr>
</tbody>
</table>

The Bidder shall put all efforts to submit the 3D model and drawings in 100% completion and to the satisfaction of the CSL/Owner.

Note: Nesting programs will be generated by The CSL based on the Bidder generated nesting’s.
3. INPUTS

3.1. The CSL shall provide the necessary inputs in the form of hard copy or soft drawings/standards and also shall provide all inputs as deemed necessary for carrying out the Detailed design in a progressive manner.

3.2. In case of binding data from OEM is/are not available during the Detailed design as per schedule, the CSL shall provide probable supplier data and Bidder shall execute the 3D modeling of related area using the same. On availability of the binding data from the OEM, the CSL shall furnish the same to the BIDDER for implementation in Detailed design/ model for subsequent generation of 2D drawings without any additional cost to the CSL.

3.3. The scheme for naming and numbering of the production drawings shall be provided by CSL.

3.4. The inputs required for the project to be handed over by The CSL to Bidder team are as listed below:

   a. Relevant basic design drawings
   b. OEM(Equipment) binding drawing/Manuals.
   c. The CSL’s standards to be followed for 3D modeling and production drawings for Outfit and for hull production drawings.

3.5. For Outfit, the Equipment/machinery Layout, Schematics, Equipment detail, etc for the zone / area for which the work needs to be started shall be made available by The CSL at least one week before scheduled start of work.

3.6. Depending upon the production schedules the drawing may have to be issued partially based on binding data availability for a particular area/zone as agreed mutually.

3.7. The CSL’s inputs will be shared through an FTP site or through any other mutually agreed mechanism deemed appropriate as per the type and nature of the vessel.

3.8. The following guidelines shall be provided by the CSL

   • Drawing numbering scheme in Tribon M3/3D Experience model for Hull, Outfit.
   • Production drawings standard for Hull and outfit
   • Naming scheme in Tribon M3/3D Experience model for Outfit components

4. SCHEDULE

4.1. Production drawing requirement schedule will be part of each tender/contract. BIDDER shall inform the CSL minimum timelines required for inputs to meet the delivery schedule prior to the award of the contract. the delivery schedule shall be
proportionally shifted based on mutual agreement in case the inputs are not handed over as per minimum timelines. Terms of payment for rescheduled drawings will also be decided based on the agreement between the CSL and the Bidder.

4.2 CSL will provide drawing requirement schedule for the project. Based on the same the Firm shall submit 3D model delivery schedule for each stage or zone as applicable for model review by the CSL. Prior to signing the contract key milestones shall be agreed between CSL and the Firm for the supply of the input for 3D modelling which have to be fulfilled by CSL to enable the Firm to follow the agreed 3D model delivery Schedule and drawing delivery schedule.

4.3 CSL will provide preliminary OEM equipment data/drawing four (4) weeks prior to the respective 3D model delivery schedule (if final binding data is not available) in order to enable the Firm to prepare the 3D model and get that model reviewed by the CSL. On receipt of final input from CSL at least one week before 3D model delivery schedule, the Firm shall replace model with the final input.

4.4 In case of the final input is delayed, beyond the point permitting the Firm to complete the model as per schedule, the parties will mutually agree on the revised delivery schedule. Also, in such situation CSL can decide to take delivery of the 3D model only thereby removing the delivery of corresponding drawings from the scope of the firm.

5. WORKING METHODOLOGY/CONTACTS

5.1. Any of the following modus operandi is envisaged under the scope of work and requirement of same will be finalized by the CSL during each contract:

   a) The complete scope of the contract shall be executed by Bidder at Kochi within the premises provided by the CSL under the Project Management or supervision of Bidder with day to day interaction with the CSL. The CSL shall supply/provide workstations and Office space with networking facility. The total number of workstations required will be finalized for each project at the time of contract. The live Tribon/3D Experience model will be reviewed by the CSL.

   b) The work scope shall be contracted for execution by the Bidder at his works and the data shall be shared to and by the CSL through FTP/ any other means necessary. The infrastructure & resources including office space, workstations, software licenses etc., in this case shall be arranged by the Bidder at his works.

   c) The 3D modeling software to be used (Tribon or 3D Experience) for undertaking detailed design scope of work will be specified in the corresponding tender issued to the Bidder.

Note:
1. No internet connection shall be provided to the workstations in case of Sl no. 5.1a
2. In either case firm shall be responsible for protecting the IPR and the data/ inputs provided by the CSL and necessary bond/ agreement (including Non-Disclosure agreements) in this regard shall be executed between the parties during the signing of the contract.
3. 3D model exchange procedure in case of sl.no b shall be clearly explained at the time of contract and agreed mutually by both parties.

5.2. Coordination

5.2.1 Bidder shall be required to maintain a single point contact for all technical correspondences in the form of a Project Manager (PM). BIDDER shall also maintain a single point of contact for all commercial correspondences. A log shall be maintained by the PM for the manpower deployed for the work, if the work is carried out in CSL premises and detailed report on day to day activities shall be made which needs to be displayed to CSL personnel upon request.

5.2.2 Following details of the bidder’s prime contact for technical contract shall be provided.

**BIDDER Contact (Prime Contact)**

Name
Designation
Address
Phone
Fax
Mob
Email Id

5.2.3 Following details of the bidders contact for technical contract shall be provided.

**BIDDER Contact**
Name
Designation
Address
Phone
Fax
Email Id

5.2.4 Technical Query
All technical queries which shall be raised by Bidder shall be directed to the officers designated (Refer clause 5.2.7) by the CSL in the standard format “Technical Query Sheet” (Appendix 4), which shall be marked “Important” (due to which work may be held up at Bidder’s end) or “Normal” as the case may be. The CSL representative should reply to the “Important” queries within 36 hours (holidays excluded) and all “Normal” queries within 3 days (holidays excluded). The Project Manager shall also interact with the concerned Naval Architect/Engineer of the CSL to get the reply so as to avoid delays.
Queries/issues raised by The CSL shall be replied by the BIDDER PM within 36 hours (holidays excluded).

5.2.5 Status Reporting
The BIDDER PM shall intimate progress of work to The CSL on a weekly basis. BIDDER will set up weekly teleconference/meeting to discuss:
- Progress
- Issues

5.2.6 Issue Resolution
Issues which are brought up by The CSL and unresolved by the Project Team of BIDDER even after a period of two weeks, shall be brought up to the notice of the higher authority designate of BIDDER given below and shall be resolved within a period of Two (2) days from the date of notice. Any further delay in resolution of issues by BIDDER after escalation to the higher authority designate shall be deemed to be delay under clause 10.

**BIDDER Contact for Issue Resolution**
Name
Designation
Address
Phone
Fax

5.2.7 The following Officer(s) will be the contacts at the CSL

**Main Contact (Both Technical & Commercial)**
Name
Designation
Address
Phone
Phone / Fax
Email Id

5.3 Software and License
The activity of 3D modeling and generation of production drawings shall be carried out in Tribon M3/3D Experience.

Following methodology shall be adopted in case of software and license.

a) 3D experience: The Bidder to have sufficient number of licenses to execute the awarded project, irrespective of methodology adopted as per article 5.1 of this specification.

b) Tribon M3: In this case methodology shall be as per 5.1 a. All the software support required for generation of the drawings shall be provided by the CSL. The Tribon license (Hull/drafting/pipe/Vent/Cable) required, as agreed for the execution of the project will be made available by the CSL. Bidder shall not use the licenses provided by the CSL for any purpose other than the Contract and
shall indemnify the CSL in case any misuse is detected by the CSL or any claims are raised / penalties imposed against the CSL for misuse of license or infringement of Intellectual Property rights of any third party/ies.

5.4 **Shift Arrangement**

Bidder shall be required to arrange work in shift also to manage resources efficiently, without any extra cost to CSL. The bidder shall intimate these shift arrangements to CSL well in advance, if the work is executed in the CSL premises.

6. **CHANGE MANAGEMENT**

6.1 **Change Request**

All requests for changes by The CSL shall be using the standard format for “Change Request Evaluation” as per Appendix 3. The CSL shall send change request (as per Appendix 3) with the change description and supporting drawings/documents (if required). Bidder PM shall evaluate the effect of this change. The technical effect of the change shall be described and estimation provided for the additional man Hours required and the effect on schedule, if any, and shall be sent to The CSL for approval. Bidder shall start the work only after obtaining the approval as above from CSL.

Changes required due to mistakes on part of the Bidder Detailed design are not to be considered under this clause. The Bidder shall carry out those changes without any extra cost and without affecting the schedule.

6.2 **Changes as a result of feedback from Production**

Subsequent to the detailed design submission, there shall be requirement to update the model and issue revisions to production drawings based on the feedback during production progress from CSL/ Owner representative or the Classification Society. The bidder undertaking the detailed design contract in such scenarios shall deploy manpower to that project (based on the location, if the project execution in CSL deploy to CSL) CSL for addressing such feedbacks and issuing production drawings to CSL, to the satisfaction of the parties involved.

There may be two types of changes resulting out of the feedback from Production Department of the CSL.

(a) Mistakes in production drawings prepared by BIDDER
(b) Suggested modifications by the CSL/ Classification Society/ Owner

For changes as per Para (a) above, Bidder shall carry out the corrections within the schedule and without additional costs. For changes as per Para (b) above, the Section 6.1 & 6.3 of this specification shall apply.
6.3 **Costs for Changes**

a) All the final input information provided to Bidder shall be considered as ‘frozen’. However, there would be Normal revision/comments from Owner, the CSL, Authorities & Class and the Bidder undertakes that changes requiring not more than 8 man-hours (per week) shall not be charged and shall not generally affect the project schedule.

b) Corrections arising out of mistakes (minor or major) by the Bidder shall also not be charged to the CSL and shall be corrected by Bidder without in any manner affecting the project schedule for other deliverables.

c) All other rework/ change requests shall be treated as per methodology proposed in Section 6.1 “Change Request” Any extra work arising out of such revisions (above 8 hours per week) shall be chargeable to CSL. The rate shall be finalized during tender evaluation/contract. A log sheet shall be maintained by the Bidder for such additional man-hours used and shall be billed with the Bidder’ installment invoices.

7. **CONTRACT PRICE & TERMS**

7.1 Payment shall be divided in to stages for 3D model as well as drawing delivery. In each stage the Firm has to deliver 3D model as well as Drawings corresponding to that stage/3D model as per agreed schedule.

7.2 Total payment for the project shall be divided equally for delivery of 3D model as well as total number of drawings in the contract.

7.3 Payment for 3D model shall be released after completion of 3D model and certification of same by CSL.

7.4 Payment for drawing delivery shall be after submission of drawings in each stage based on agreed delivery schedule.

7.6 The firm shall put maximum effort to complete each stage as per schedule and to the maximum extend invoices for part payment shall be avoided. Part payment for each stage shall be considered only in case of reasons attributable to CSL input delay.

7.5 Payment for later stages preceding earlier stages will be paid only with prior approval of CSL.

7.5 Price of each drawings shall be pro-rated based on total number of drawings for all stages of the project.

8. **Responsibilities of the Bidder and the CSL**

8.1 **Responsibility of the Bidder:**

Bidder shall be responsible for the following and the same shall be applicable till the handing over of the complete 3D model in Tribon/3D Experience for the project/contract, unless otherwise agreed in writing by both Parties.
a) The Quality of Tribon/3D Experience model for the VESSEL, Quality of Production drawings.

b) Creating a Tribon/3D Experience model as an exact replica of the details provided / required and not to differ unless agreed upon by both parties.

c) Bidder shall endeavor to the best of its ability to detect any error/omission in The CSL input documentation and bring any such defect/errors/omissions detected to the notice of the CSL. However, Bidder shall not be held responsible for not noticing faults in the CSL’s input information and the output of detail design shall be in accordance with the inputs furnished.

d) Ensuring the Tribon/3D Experience outfit models have all the necessary information and are suitable for extracting the materials / equipment list of the modeled components unless a deviation is agreed to by both parties.

e) The collision / interference checks with all the items provided in the model: Bidder to ensure before extracting drawings/documentation from Tribon M3/3D experience, that the model is collision free with all outfit/hull items in that model, although the same need not be incorporated on the production drawings in the Bidder scope.

f) Follow the CSL standard in naming for the modeled components / equipment for avoiding any error to the data bank of the VESSEL.

g) Getting clarifications on the differences/ non-compliances / doubts in ‘The CSL Inputs’ from time to time.

h) Ensuring the detailing of the production drawings, output programs according to the CSL requirements. Deviations (if any) on detailing of drawings shall be taken up with the CSL and must be agreed upon.

i) Incorporating the CSL comments in the model / production drawings for the betterment of the production requirements, and to comply with the comments from owner / class representatives. However, this shall not apply to comments arising out of changes in Design and such changes shall be dealt with as described in Section 6 of this specification.

j) Ensuring immediate corrective action of the model / relevant production drawings upon non-conformity reports of drawings (under the scope of Bidder) from the CSL’s production site, till the handing over of the completed 3D software model of the “VESSEL”.

k) Corrective action for major re-works at production site because of the discrepancies / mistakes on the model / production drawings delivered.

l) To ensure the scope of deliverables as per the project schedule.
m) Delivery of uncorrupted data bank of modeled VESSEL with all the corrections/feedbacks received from the production till handing over the software model of the vessel.

n) To ensure that manpower deputed are skilled in relevant software’s, for carrying out the modeling works in TRIBON/3D experience and production drawings in TRIBON/3D experience / AutoCAD/dxf.

o) Generally, the Production drawings shall be of Tribon/3D experience format or dxf unless otherwise specified.

8.2 Responsibility of The CSL

a) The CSL shall provide Bidder with inputs as detailed in clause 3 and clause 4 above.

b) To check the model and production drawings created by Bidder for complete information (omissions) and obvious mistakes. However, The CSL responsibility shall not apply to complete detail checking of the drawings and shall be limited to general checks regarding equipment / components logical arrangement & aesthetics, class requirements. Any mistakes in the drawings w.r.t production non-suitability shall be the responsibility of Bidder even after approval of model and production drawings by the CSL.

9. CONFIDENTIALITY, PROPERTY RIGHTS, ETC.

9.1 Confidentiality

Bidder undertake that they shall not use nor make accessible to third party any or all drawings, documentation, specifications, etc. which are used as input for detailed design and same generated based on the contract awarded for each project for any other purpose other than the task assigned without the prior written consent of the CSL. This confidentiality obligation of Bidder shall also apply to any additional drawings, documentation, specifications, etc. made by Bidder under the Contract either prior to, during or after construction of the VESSEL/ completion of VESSEL 3D Model

9.2 Property Rights

All technical documents relating to VESSEL or other technical information received by Bidder for Detailed design shall not, without the prior written consent of the CSL, be used for any purpose other than Detailed Design and drawing generation for the CSL. Bidder shall not, without the prior written consent of the CSL, use or copy, reproduce, transmit or communicate to any third party the technical documents technical documents relating to VESSEL or other technical information received by Bidder from the CSL for production design

All deliverables by Bidder including Tribon/3D Experience model, production drawings, and all the other deliverables as mentioned in this Annexure clause 2.11 shall remain intellectual property of the CSL only and shall not be used or copied, reproduced,
transmitted, made public or communicated to any third party by Bidder without the prior written consent of the CSL.

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

10. DELAYS, LIQUIDATED DAMAGES AND CANCELLATION

10.1. Following clauses shall be included in the contract which will be signed with the vendors in the empaneled list:

10.1.1 LIQUIDATED DAMAGES CLAUSES IN CASE OF DELAYS:

a) Firm agrees to deliver the documentation as per schedule of indicated in part of contract Agreement. If delivery of documentation is delayed beyond the agreed delivery dates as per contract, Bidder shall pay to the CSL by way of liquidated damages as below.

b) Where delivery of the documentation is delayed for reasons solely attributable to Firm by more than 10 (ten) days, an amount 1% of payment fixed for each stage to the CSL per week of delay prorated per Day for each of the delayed document. The fees for the delayed document will be determined by dividing the Fees for that each stage by the total number of documentations in that particular stage as per Contract. The total compensation of the liquidated damages which are payable, shall not exceed 15 % of the CONTRACT Price.

c) If Firm does not deliver the complete drawings within 30 days’ delay after the grace period of 10 days and this is not due to any circumstances for which the CSL is responsible, then the CSL may by notice in writing to Firm terminate this CONTRACT,

d) If the CSL terminates this CONTRACT due to delays caused by Bidder, the CSL shall be entitled to compensation for the loss the CSL has suffered as a result of firm delay. In the event of the termination of the contract by CSL for delay on the part of firm, if the CSL is required to engage a third party to complete the undelivered stages of contract, Firm shall be liable to compensate to the CSL the difference in cost incurred by the CSL such completion of Documentation.

10.1.2 FORCE MAJEURE

(i) In the event that the parties are not able to fulfill the stipulations in this Agreement owing to Force Majeure, such as war (declared or undeclared), fire, floods, earthquakes, epidemics, lockouts, natural calamities or other acts such as, strikes (as not limited to the establishment of the party), sabotage, explosions, beyond the control of either party, or any other events whatsoever beyond the control of the parties, the party affected shall immediately inform...
the other party by facsimile or email thereof and subsequently dispatch
detailed report by registered mail. As soon as the event terminates, the party
affected should notify the other party immediately, by facsimile or email
confirmed by registered mail.

(ii) In such cases the delivery time shall be postponed by the number of days
affected by Force Majeure.

10.1.3 LAW AND JURISDICTION

(i) The interpretation, validity and performance of this Agreement shall be
governed by the laws of the Republic of India.

(ii) All disputes arising from and/or connected with the implementation of this
Agreement shall, as far as possible, be settled through mutual friendly
negotiations between the two parties.

(iii) If any dispute or difference of any kind arise out of this Agreement, , it shall be
referred to and settled by an Arbitrator to be mutually agreed upon between
the parties and in accordance with the Arbitration and Conciliation Act, 1996 of
the Republic of India or any subsisting statutory modification thereto or re-
enactment thereof. The arbitrator shall be a person familiar with the duties of a
marine consultant. Such reference to Arbitration shall take place within three
(3) months after either party’s notification to the other party of his desire to
refer the dispute Arbitration. The seat of Arbitration shall be Kochi, Kerala. The
law governing this arbitration agreement shall be Indian law.

(iv) The award of the Arbitrator shall be final and binding on both parties. The
language to be used in all arbitration proceedings and documents shall be
English. Both Parties shall bear the expenses of Arbitration unless otherwise
awarded by the Arbitrator.

Further it is being agreed that to the extent permitted by law, the Courts at
Ernakulam, Kerala shall have exclusive jurisdiction in respect of any issue/dispute
under this Agreement.
### CHANGE REQUEST EVALUATION

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<thead>
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<tbody>
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<td>Interpretation</td>
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**REF DRAWING:**

**CHANGE DESCRIPTION** (if required, provide attachment):

**TECHNICAL EFFECT** (describe additional work):

**EFFECT ON TIME:**
- ADDITIONAL MAN HOURS:
- EFFECT ON SCHEDULE:

Date:
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</table>

**REF. DRAWING:**

**DESCRIPTION:**

PROPOSED SOLUTION:

**REPLY:**

Date:
FORMAT OF POWER OF ATTORNEY

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

(Attested signature of Mr. ___________________________________________)

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

Note:-
1) In case of a joint Venture / Consortium this Power of Attorney has to be signed by all representatives of the joint venture/consortium according to the Joint Venture/Consortium agreement.
2) Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender, eg., as Sole Proprietor of the Firm concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the “Partnership Deed” should be furnished along with the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender.
The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.
FORMAT FOR FINANCIAL CAPABILITY

<table>
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<tr>
<th>SI No.</th>
<th>Last three Financial Year</th>
<th>Annual Turnover</th>
<th>Net worth as at the end of the financial year</th>
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To be signed by the Authorized Signatory of the Applicant / Consortium Member with Name, Designation, seal and date.

Certificate from the Statutory Auditors:

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

Name of the Authorized Signatory representing Auditing firm:
Designation:
Name of firm (Statutory Auditor):

Signature of the Authorized Signatory:

Seal of Audit firm
FORMAT FOR APPLICATION FOR QUALIFICATION
Letter of Proposal / Bid-Covering Letter
(On Applicant’s Letter Head)

(Date and Reference)
To
General Manager (Design)
Cochin Shipyard Limited
Perumanoor PO
Kochi - 682015

Dear Sir,

Sub: Expression of Interest for Outsourcing of Detailed Design of Vessels of Cochin shipyard Ltd.

With reference to your Request for EOI referred above, We, (name of the applicant) having examined all relevant documents and understood their contents, hereby submit our Proposal for the short listing of Detailed design firms and state that:

1. All information provided in the Proposal and in the Appendices is true and correct.

2. We shall make available to CSL any additional information it may find necessary or require to supplement or authenticate the Proposal.

3. We are not under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings.

4. We have not applied for Corporate Debt Restructuring (CDR)/S4A or other debt restructuring processes or insolvency processes in the last three financial years and till the time of submission of the EOI.
5. We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.

Thanking you,
Yours faithfully,

(Signature of the Authorized Representative)
(Name and designation of the Authorized Representative)
(Name of the Applicant / Consortium leader)
FORMAT FOR SUBMISSION OF STRUCTURE AND ORGANIZATION

1. Name of Applicant :
   Address :

   Phone :
   Fax :
   Email :

   Contact details of designated representative :

   Registered office
   Address :

2. Description of company detailing various activities dealt by the firm:

3. Legal status:

4. Date of establishment:

5. Number of years’ experience:

6. Please indicate here or attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant along with manpower details and their qualifications.

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

Note: Applicant to attach Certificate of Incorporation, notary vetted in case of Indian bidders, and embassy attested in the case of foreign bidders.
FORMAT FOR SOLVENCY CERTIFICATE

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

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

Signature

Manager,

Bank

Note: This certificate may be issued on the letter head of the bank and addressed to the General Manager (Design), Cochin Shipyard Ltd
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, on one hand, the President of India acting through General Manager, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s.................represented by Shri........................., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure .................and the 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 PSU performing its functions on behalf of The President of India.

NOW, THEREFORE,

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

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

Enabling 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, favor 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.

Commitments of BIDDERs

3. 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

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 subsystems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitors

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

Mr. P.K. Vijayakumar, IRS (Retd)
Madhavam, Vaniyan Lane
Punkunnam P.O
Thrissur 680002
Mobile: 8547381122
Email: vkmenon78@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 Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL/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**

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

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. Incase 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.............

PRINCIPAL BIDDER

Name of the Officer CHIEF EXECUTIVE OFFICER

Designation

Deptt./MINISTRY/PSU

Witness .......................... Witness ..........................

............................... ............................... ............................... ...............................

* 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.
FORMAT FOR SUBMISSION OF EXPERIENCE: RELEVANT PROJECTS COMPLETED

Please fill in information about the relevant projects completed during the last fifteen years:

**Name of company:**

<table>
<thead>
<tr>
<th>Sr No.</th>
<th>Name of Client</th>
<th>Main Technical Particulars (Size, Length, Breadth, Speed, etc.)</th>
<th>Contract value and date</th>
<th>Year of Completion of deliverables</th>
<th>Details of documentary evidence provided</th>
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I/ We hereby solemnly certify that the above furnished information is correct and true to the best of my / own knowledge and records available in the company.

Signature of authorized signatory

Name:
Designation:
Date:

(Company seal)
FORMAT FOR SUBMISSION OF PRESENT ORDER BOOK POSITION

Name of company:

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Client</th>
<th>Project type</th>
<th>Project Details (Size, Length, Breadth, Speed, etc.,)</th>
<th>Contract value</th>
<th>Scheduled date of completion of work</th>
<th>Name of Classification Society involved</th>
<th>Status of the Project</th>
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We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if CSL demands

Signature of Statutory Auditor:
Name & Address

(Company Seal)