

COCHIN SHIPYARD LIMITED

(A Government of India Category I Miniratna Company,
Ministry of Ports, Shipping and Waterways)
P.O. BAG NO. 1653 - COCHIN 682 015 - INDIA
www.cochinshipyard.in



**REQUEST FOR PROPOSAL
FOR CONSULTANCY SERVICES AND ESTABLISHMENT OF STRATEGIC PROJECT
MANAGEMENT OFFICE (SPMO) AT CSL MAIN CAMPUS IN KOCHI, KERALA**

(Ref. No S&NI/Consultancy/2025 dated 28.04.2025)

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FORWARDING LETTER

Sub: – RFP No. S&NI/Consultancy/2025 for '**Consultancy Services and Establishment of Strategic Project Management Office (SPMO)**' at CSL Main Campus in Kochi, Kerala'

Dear Sir,

1.0 COCHIN SHIPYARD LIMITED (CSL), a Government of India "Miniratna" Schedule A Company under the Ministry of Ports, Shipping and Waterways invites Competitive Bids from competent and experienced Firms for the Consultancy Services by **OPEN tender under SINGLE-STAGE TWO BID SYSTEM (QCBS)** for "**Consultancy Services and Establishment of Strategic Project Management Office (SPMO)** at CSL Main Campus in Kochi, Kerala."

2.0 One complete set of Bid Document covering CSL's RFP for hiring of above services is uploaded In CSL website and CPP Portal. You are invited to submit your most competitive bid against this tender on or before the scheduled bid closing date and time. For your ready reference, few salient points of the RFP (covered in detail in the Bid Document) are highlighted below:

(i)	RFP No.	:	S&NI/Consultancy/2025
(ii)	Type of Bid	:	Open Tender, Single-Stage Two-Bid System
(iii)	Bid Closing Date & Time	:	1500 Hrs on 28 May 2025
(iv)	Technical Bid Opening Date & Time	:	1530 Hrs on 28 May 2025
(v)	Price Bid Opening Date & Time	:	Will be intimated only to the eligible / qualified Bidders.

(vi)	Bid Submission Mode	: Bids must be submitted in hard copies to CSL + soft copy of Technical Proposal in pen drive).
(vii)	Bid Opening Place	: Office of The General Manager (Strategy & New Initiatives) First Floor, Administrative Block, Cochin Shipyard Limited Perumanoor PO, Kochi 682015 Kerala state, INDIA Tel # 0484 2501902, 2501581, 2501590.
(viii)	Bid Validity	: 180 (One Hundred Eighty) days from actual bid closing /opening date.
(ix)	Mobilization Period	: Within fifteen days of the date of issue of Letter of Award
(x)	Bid Security/EMD Amount	: INR 1,00,000/- (Indian Rupees One lakh only)
(xi)	Bid Security/EMD Validity	: Till the date of validity of offer [180 (One Hundred Eighty) days from actual bid submission/opening date].
(xii)	Original Bid Security to be submitted	: The General Manager (Strategy & New Initiatives) First Floor, Administrative Block, Cochin Shipyard Limited Perumanoor PO, Kochi 682015 Kerala state, INDIA Tel # 0484 2501902, 2501581, 2501590.
(xiii)	Amount of Performance Security	: 3% of the contract value.
(xiv)	Validity of Performance Security	: 60 (sixty) days beyond the date of completion of all contractual obligations of the firm
(xv)	Location of job	: Cochin Shipyard Limited, Cochin – 682015, Kerala
(xvi)	Duration of the contract	: 18 (Eighteen) months with an option for extension upto 6 months.

(xvii)	Quantum of Liquidated Damage for Default in Timely Mobilization / Completion	:	In the event of a delay in achieving any cardinal milestone, Liquidated Damages shall be imposed at the rate of 0.5% (half percent) of the corresponding stage payment for each week of delay or part thereof. The delay shall be calculated from the scheduled due date of the respective milestone, and the total Liquidated Damages shall not exceed 5% (five percent) of the stage payment associated with that milestone.
(xviii)	Integrity Pact	:	Applicable
(xix)	Bids to be addressed to	:	The General Manager (Strategy & New Initiatives) First Floor, Administrative Block, Cochin Shipyard Limited Perumanoor PO, Kochi 682015 Kerala state, INDIA Tel # 0484 2501902, 2501581, 2501590.
(xx)	Pre-Bid Meeting	:	Online through Microsoft Teams. Link for the same shall be forwarded against intimation regarding readiness for participation.

3.0 GUIDELINES FOR PARTICIPATING IN CSL TENDER

- 3.1 The primary objective of hiring a consultant with proven track record and competence is to set up a Strategic Project Management Office (SPMO) by the consultant within CSL's campus. The consultant and their team shall explore, oversee, and drive feasible strategic initiatives while collaboratively supporting CSL in their implementation
- 3.2 CSL hereby issues this Request for Proposal (RFP) for providing the consultancy services as indicated above.
- 3.3 The proposal shall be submitted as detailed at "Instruction to Bidders and General terms & Conditions" placed as **Annexure - 1**. The Consultant winning the contract will shall be required to execute an agreement with CSL within 15 days from the date of LOA. The format of the consultancy agreement is placed at **Annexure - 2**. Scope of Services to be offered by the Consultant is placed as **Appendix-1 of Annexure-2**.
- 3.4 Price format is placed as **Enclosure-7 of Annexure-1**. **Quality and Cost Based Selection (QCBS) method will be used to evaluate the Bids as detailed at Appendix-2 of Annexure-2**. The weightage of the technical score and financial score is kept as **80: 20** respectively.

4.0 Failure on the part of the Consultancy firm to execute the work within the stipulated time shall entitle the Company to recover liquidated damages from the firm as per terms of the tender / contract.

5.0 This RFP document may not contain all information that the consultant may require. The consultant should make their own inquiries and seek such clarification as they deem necessary. CSL shall not be liable to the consultant for any information in this RFP which is incomplete or inaccurate.

Regards,



हरिकुमार के

HARIKUMAR K

महाप्रबंधक (कार्यनीति एवं नई पहल)

General Manager (Strategy & New initiatives)

कोचीन शिपयार्ड लिमिटेड

Cochin Shipyard Ltd.

कोच्ची-682015

Kochi-682015

केरल, भारत

Kerala, India

Ph: +91 4842501902

List of Annexure:

Annexure -1: Instruction to Bidders and General terms & Conditions (Encl. 1 – 9)

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	Appendix - 3	Evaluation of Bids using QCBS
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DISCLAIMER

This tender document is neither an agreement nor an offer by Cochin Shipyard Ltd (CSL) to the prospective Bidders or any other person. The purpose of this tender document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this tender.

CSL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for CSL to consider particular needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by CSL in relation to the consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtains independent advice from appropriate sources.

CSL will not have any liability to any prospective Company / Firm or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of CSL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. CSL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this tender document.

CSL will not be responsible for any delay in receiving the Bids. The issue of this tender document does not imply that CSL is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the consultancy and CSL reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. CSL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. CSL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

CSL reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the tender document / amended Tender document will be made available on the CPP portal & website of CSL.

ANNEXURE - 1

INSTRUCTION TO BIDDERS AND GENERAL TERMS & CONDITIONS

CSL invites sealed proposal in two bid formats for providing '**Consultancy Services and Establishment of Strategic Project Management Office (SPMO) at CSL Main Campus in Kochi, Kerala.**'

BACKGROUND

1. Cochin Shipyard Limited (CSL), incorporated in the year 1972, is India's leading Shipbuilding and Ship Repair yard. CSL is under the administrative control of Ministry of Shipping and was awarded the Category-A, 'Mini Ratna' status amongst PSU's for its consistent outstanding performance. The Company went through a successful IPO & got listed in Aug 2017 and 67.91% stake is currently held by the Govt. of India.
2. Aligned with the roadmap 2030, CSL has experienced exceptional growth in recent past years with a market capitalization of ₹34.08KCr, abt 10 lakh shareholders, and a net worth of around ₹5,000 crores. As a group, CSL currently operates with 8 dry docks, 5 slipways, a 6,000-ton ship lift, abt 4 km of quays, and 600-ton Goliath cranes—the highest capacity among Indian shipyards—along with a 310-meter dry dock. CSL has significantly expanded its footprint by establishing two subsidiaries, namely HCSL and UCSL, as well as three ship repair units—CMSRU, CKSRU, and CANSRU. Additionally, the newly commissioned ISRF facility and the New large Dry Dock have further augmented its infrastructure significantly. This transformation has helped CSL evolve from a single-unit entity in Kochi into a Pan India corporate operating out of 7 locations on both the east & west coasts.
3. CSL has a varied product profile, including both Commercial & Defence Ship Building as well as Commercial & Defence Ship Repairs. The Ship Building product portfolio of CSL includes Oil tankers, Bulk Carriers, Platform Supply Vessels, Passenger Vessels, Dredgers, Tugs, Launch Barges, Passenger Vessels, Buoy Tender Vessels etc on the Commercial front and Air Craft Carrier, Fast Patrol Vessels etc. on the defence front. CSL had delivered the nation's first Indigenous Aircraft Carrier to the Indian Navy, placing India among the elite group of five countries with this capability.
4. CSL commenced Ship Repair operations in 1982 and has undertaken repairs, conversions, life extensions, up-gradations & revamps to more than 2000 ships & offshore vessels of various types, both Commercial & Defence, including Oil Tankers, Bulk Carriers, Cement Carriers, Jack-Up Rigs, Mobile Offshore Drilling Units, Geo-Technical Vessels, Well Stimulation Vessels, Diving Support Vessels, Multi-purpose Support Vessels, Platform Supply Vessels, Passenger Vessels, Dredgers, Tugs, Barges, Passenger Vessels, Buoy Tender Vessels etc on the Commercial front and Air Craft Carriers, OPV's, Naval Tankers, LCU's, LPD's, Fast Attack Crafts, Fast Patrol Vessels etc of the Navy & Coast Guard on the Defence front. CSL has also undertaken major conversion projects such as Seismic Vessel Conversions and Geological Survey Vessel conversions.
5. Aligned with the Ministry of Shipping's ambitious vision, as well as the Government of India's MIV 2030 and MAKV 2047 plans, and considering the ongoing developments within the CSL Group, it is vital to assess the current roadmap and introduce new

initiatives to capitalize on emerging opportunities. These opportunities should be pursued swiftly to maximize their potential benefits.

6. In summary, the primary objective of hiring a consultant is to establish a Strategic Project Management Office (SPMO) by the consultant within CSL's Main campus at Kochi. The consultant and their team will explore, oversee, and drive feasible strategic initiatives while collaboratively supporting CSL in their implementation.

Instructions, General information and procedures for submission of proposal

1. Cost of preparing the proposal and negotiation of the contract, including visits to CSL and the project area, are not reimbursable by CSL.
2. The proposal must be signed by duly authorized person holding the power of attorney. (The original of the power of attorney as per **Encl. 2** shall accompany the proposal).

3. Tenure of Consultancy

The tenure of the Consultancy Agreement shall continue in full force and effect for a period of 18 (Eighteen) months unless terminated earlier as per the conditions set out in the Consultancy Agreement. There shall be provision in the contract to extend the tenure for a maximum period of 6 (six) months at the same terms & conditions and rate basis, on the discretion of CSL.

4. Pre-bid Meeting:

- a. A pre-bid meeting is envisaged. The bidder or his official representative is advised to attend a Pre-bid meeting to be convened online through Microsoft Teams. The meeting shall be attended by competent senior representative(s) of the bidder duly authorized in this behalf. **The pre-bid meeting shall be held at 1030 Hrs on 14 May 2025.** Link for the meeting shall be shared on receipt of intimation from the bidders regarding readiness for participation.
- b. Consulting firm requiring any clarification of the proposal document must notify CSL in writing, atleast four (4) days in advance to the pre-bid date in the questionnaire format placed at **Encl: 6** by way of an email sent to harikumar.k@cochinshipyard.in with a copy to email id: sureshbabut@cochinshipyard.in & roby.varghese@cochinshipyard.in Request for participation in the pre-bid meeting shall be sent to above e mail IDs at least 24 hrs prior to the time of pre-bid meeting.
- c. The compilation of all clarifications sought / queries raised during the pre-bid meeting and replies shall be furnished expeditiously. Any modification of the tender documents which may become necessary as a result of the pre-bid meeting shall be made by CSL through the issuance of a corrigendum which shall be informed to all participated bidders vide email and shall be published in the CSL Website and CPP Portal.
- d. Non-attendance of the pre-bid meeting will not be a cause for disqualification of a bidder. In case any bidder does not attend the pre bid meeting, it shall be presumed that the bidder has a clear understanding of the scope, terms & conditions of the tender document and does not have any comments on the

requirements of the tender document. Any clarification raised by the non-attending bidder shall not be entertained later. However, corrigendum, if any published by CSL after the pre-bid meeting is applicable to all bidders prior to the submission of offer.

- e. At any time before the submission of proposals, CSL may, for any reasons, whether at its own initiative or in response to a clarification requested by a participated bidder, modify the documents by Corrigendum. The Corrigendum will be informed to all participated bidders vide email and shall be published in the CSL Website and CPP Portal and will be binding on them. CSL may at its discretion extend the deadlines for the submission of proposals.
- f. All amendments / corrigenda to this RFP will be in writing and shall be published only on the official website of CSL (www.cochinshipyard.in) and the Central Public Procurement Portal "CPPP" (<https://eprocure.gov.in>). Bidders are advised to visit these websites periodically to check for any amendment and ensure that the bid submitted by them incorporates all the requirements as per the amendments published. Bidders cannot raise any claim or dispute as regards their unawareness of the amendments to the RFP published in the CSL website

5. **Brief Description of Bidding Process:**

- a. CSL intends to follow Two-part bidding process for selection of the successful firm for providing '**Consultancy Services and Establishment of Strategic Project Management Office (SPMO) at CSL Main Campus in Kochi, Kerala.**'

Part 1: Technical Proposal

Part 2: Financial Proposal

- b. For the purpose of the Part- 1, the Bidders are required to submit documents listed in Clause 6.14 as Technical Proposal.
- c. Under Part-2, the Financial Proposal of Bidders who qualifies in Part-1 will be opened. The Financial Proposal shall be submitted as per the format placed at **Encl: 7.**

6. **OTHER TERMS & CONDITIONS:**

6.1. **CSL's Right to accept and to reject any or all Bids:**

Notwithstanding anything contained in this Proposal Document, CSL reserves the right to accept or reject any Proposal and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

CSL reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the proposal.

6.2. Contents of Proposal Document:

The Proposal Document comprises the contents as mentioned in this document and would additionally include Corrigendum, if any, issued in accordance with Clause 3(d) above.

6.3. Preparation of Bids:

In preparing their Bid, Bidders are expected to examine in detail the documents comprising the Tender document. Material deficiencies in providing the requisite information may result in rejection of the Bidder's Bid.

Bidders shall adhere to the requirements mentioned below:

Earnest Money Deposit (EMD)

(i) Rs. 1,00,000/- (Rupees One lakh only) in the form of Demand Draft drawn in favour of Cochin Shipyard Limited, on any Scheduled Bank having its branch at Cochin. Alternatively, EMD can also be submitted in the form of Bank Guarantee from nationalized / scheduled bank in favour of M/s Cochin Shipyard Limited as per the format placed at Encl: 3. BG shall be valid till the date of validity of offer. In the event of any party withdrawing his proposal before the expiry of 180 days from the due date of submission of proposal, EMD deposited by the consulting firm shall be forfeited. If the successful bidder fails to sign the agreement document or fails to furnish the required performance security within the specified time limits, then also EMD shall be forfeited. EMD furnished by all bidders except the lowest tenderer will be released after the execution of the agreement by the consulting firm to whom the work is awarded. EMD in respect of the successful party will be released after furnishing of the necessary Performance Security.

(ii) Bids not accompanied by EMD shall be rejected as non-responsive.

(iii) No interest shall be payable by CSL on the sum deposited as EMD.

6.4. Taxes

The Bidders shall fully familiarize themselves with the applicability of all types of taxes and all such taxes, as prevailing on date of submission of the bid, must be included by the Bidder in the Financial Proposal along with the conditions mentioned therein, except for GST which will be quoted separately by the Bidder. It may be noted that the Bidder shall have to be registered with GST and shall submit the proof of the same at the time of bid submission. The GST shall be paid as per existing rules and regulations at the time of payment.

6.5. Currency

Bidders shall express the price of their Assignment / job in Indian Rupees (INR).

6.6. **Language**

All communications in relation to or concerning the RFP, the Bid and the Bid Process, whether by any Bidder or CSL, shall be in English language. Supporting documents and printed literature furnished by the Bidders with their Bids may be in any other language, provided that such supporting documents and printed literature are accompanied by certified English translations of the same, duly authenticated by the relevant Bidder. Supporting materials, which are not translated in English language, shall not be considered by CSL for the purposes of evaluation of the Bid. For avoidance of doubt, it is specified that for the purposes of interpretation and evaluation of the Bids, the English translation of supporting materials shall prevail.

6.7. **Nature of Bidder**

Each Bidder shall be a singular entity. For avoidance of any doubt, it is clarified that bidders whose constitution is in the nature of a Consortium/Joint Venture shall not be allowed to participate in this RFP. Further, subletting is also not permitted. All these will lead to disqualification.

6.8. **Bid Validity**

Any Bid submitted by a Bidder shall be valid, unconditional, and binding on the Bidder for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date ("Bid Validity Period"), failing which the Bid shall be rejected by CSL.

6.9. **Escalation of rates**

The consultancy job is targeted to be completed in a time bound manner and therefore is a fixed lump sum contract with no escalation, for **whatsoever** reasons thereof.

6.10. **Conflict of Interest**

A Bidder must not have a conflict of interest that affects the Bid Process ("**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest will be disqualified from the Bid Process. A Bidder shall be deemed to have a Conflict of Interest with respect to the Bid Process, if:

- (i) it Controls, is Controlled by or is under common Control with any other Bidders (or their Associates); or
- (ii) it receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any other Bidders (or their Associates); or
- (iii) it has a relationship with one-another, directly or through common third parties, that puts it in a position to have access to information that may have an influence on the Bid of another Bidder, or influence the decisions of CSL regarding the Bid Process;
- (iv) a Bidder submits more than 1 (one) Bid in this Bid Process

6.11. Acknowledgement by Bidders

It shall be deemed that by submitting the Proposal, the Bidder has:

- (i) Made a complete and careful examination of this Tender;
- (ii) Received all relevant information regarding the RFP;
- (iii) Satisfied itself about all matters and necessary information required for submitting a competitive bid;
- (iv) Acknowledged that it does not have a Conflict of Interest; and
- (v) Agreed to be bound by the undertaking provided by it under the terms and conditions laid in this tender document.

6.12. Format of Proposal:

- a. Bidders shall provide all the information required as per this Proposal Document and in the specified formats. CSL reserves the right to reject any Proposal that is not in the specified formats.
- b. The bidder shall submit one original proposal clearly marked "ORIGINAL". In addition, the bidder shall submit two additional hard copies of the Technical Proposal clearly marked "COPY". One soft copy of the Technical proposal shall also be submitted in pen drive within the Technical Proposal. In the event of any discrepancy between original and copy, the contents of original shall prevail.
- c. The Proposal shall be typed or printed or prepared in indelible ink and the Bidder shall initial each page. The authorization to sign the document must be confirmed by a written power of attorney accompanying the proposal as per **Encl-2**.
- d. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the Bidder themselves, in which case, each such correction must be initialed by the Authorized Signatory signing the Bid.
- e. Completed technical and financial proposal must be delivered on or before the time and date stated in proposal document.

6.13. Sealing and Marking of Proposal.

- a. The Bidder shall seal the Technical Proposal (1 Original + 2 Copies + Soft copy in pen drive) and the Financial Proposal in separate envelopes, duly marking the envelopes as '**PART - I TECHNICAL PROPOSAL**' and '**PART - 2 FINANCIAL PROPOSAL**'. These envelopes shall then be sealed in an outer envelope.
- b. Each envelope shall indicate the name and address of the Bidder.
- c. The envelopes shall clearly bear the following identification: "**Title - Consultancy Services and Establishment of Strategic Project Management Office (SPMO) at CSL Main Campus in Kochi, Kerala.**"

d. The envelope shall also clearly indicate RFP No. & date and due date for submission of tender.

e. The envelope shall be addressed to :

The General Manager (Strategy & New Initiatives)
First Floor, Administrative Block,
Cochin Shipyard Limited
Perumanoor PO, Kochi 682015
Kerala state, INDIA
Tel # 0484 2501902, 2501581, 2501590

f. If an envelope is not sealed and marked as instructed above, the Bid may be deemed to be non-responsive and would be liable for rejection. CSL assumes no responsibility for the misplacement or premature opening of such Bids.

6.14. First envelope titled as "Technical Proposal"

Consultants are expected to examine all terms and instructions included in the document. Failure to provide all requested information will be at consultant's own risk and may result in rejection of proposal. The technical proposal shall contain the following:

- a. Application letter as per Encl-1.
- b. Earnest Money Deposit (EMD) as per clause 6.3.
- c. Power of Attorney in the name of persons(s) signatories of the proposal as per **Encl- 2**.
- d. Documents required to award the technical score as detailed at "**Evaluation of bids using QCBS method**" placed as **Appendix-3** of **Annexure-2**.
 - Financial Capability Statement in the format placed at **Encl-8**.
 - Documentary Evidence to establish eligibility w.r.t. criteria listed at **Appendix-2** of **Annexure-2**.
- e. Pre Contract Integrity Pact duly signed by the bidders as per the format placed at **Encl-4**.
- f. One copy of the Tender Document including Corrigendum, if any, duly signed & sealed on all pages, as a token of acceptance of all Terms & Conditions stipulated).

NOTE: PARTY MUST NOT INDICATE DIRECTLY OR INDIRECTLY THEIR FINANCIAL PROPOSAL ANYWHERE IN THE TECHNICAL PROPOSAL. ANY SUCH DISCLOSURE SHALL RESULT IN SUMMARILY REJECTING OF THE WHOLE PROPOSAL OF THE CONCERNED PARTY.

6.15. **Second Envelope titled "Financial Proposal"**.

In this envelope the bidder(s) shall indicate the total lump sum fees for Phase-1 as per the price bid format placed at **Encl - 7**.

6.16. **Proposal Submission Due Date**

Proposal shall be submitted on or before **1500 hours Indian Standard Time (IST) on 28 May 2025** at the address provided in Clause 6.13 in the manner and form as detailed in this Proposal Documents. Proposals submitted by e-mail will not be acceptable.

CSL, at its sole discretion, may extend the Proposal Due Date by issuing a Corrigendum if any.

6.17. **Late Proposal:**

Bidders are advised in their own interest to ensure that their bids are received by CSL before the closing date and time of the bid. The documents if received after the deadline for submission prescribed shall be rejected and shall be returned to the Bidders in unopened condition, immediately. CSL will not be responsible for any delay in receipt of Bids.

6.18. **Withdrawal of an Offer or Proposal:**

A tenderer firm may withdraw its offer at any time before the last date of bid submission. It is equally open to the tenderer to revise or modify his offer before its acceptance. Such withdrawal, revision or modification in the submitted proposals shall be sent in writing and must reach General Manager (STRGY & New Initiatives), CSL prior to the closing time on last date set for submission of proposals. No notice of change, alterations or modification of the proposal shall be accepted after closing time on last date.

6.19. **Extension of Bid Submission Date**

The Employer may extend the date of submission of bids by issuing a corrigendum and uploading the same on CSL website and CPP Portal.

6.20. **Scrutiny and Evaluation of Proposals:**

a. **Preliminary Scrutiny:**

In case a proposal is received without the requisite and proper EMD, it is likely to be rejected and the second envelope of such proposal containing Financial Proposal will not be opened.

b. **Responsiveness of Proposals :**

The proposals received on time, accompanied by the requisite and proper EMD shall thereafter be examined for responsiveness. A responsive proposal is one which conforms to all requirements of the Proposal Document. A proposal shall be treated non-responsive for any or all of the following reasons:-

- i. All the information as indicated in the Proposal Document is not furnished.
- ii. Validity of proposal not confirmed.
- iii. Proposal documents not signed and sealed in the manner prescribed in the Proposal Document.
- iv. The proposal and supporting documents show significant variations and or inconsistency.

A non-responsive proposal shall be rejected at this stage and the second envelope of concerned bidder(s) will not be opened.

c. Scrutiny of Technical Proposals :

Responsive bids shall be examined in detail for their technical contents. Compliance to documents enlisted at clause 6.14 above.

No conditional bid shall be allowed/ accepted.

d. Quality and Cost Based Selection (QCBS) method will be used to evaluate the Bids. The weightage of the technical score and financial score is kept as **80:20 (Eighty:Twenty) respectively. Evaluation of Technical bid shall be done as detailed in **Appendix-3 of Annexure-2**.**

In the process of this examination, some clarifications may become necessary. These shall be sought by CSL and consulting firm shall furnish the required clarification within specified timelines.

e. Opening and evaluation of second envelope viz, Financial Proposal:

Financial Proposal of responsive bidders who are found acceptable on scrutiny of technical contents and satisfy CSL requirements will be opened in the presence of authorized representative of concerned bidders who may wish to remain present. The date and venue of opening of financial proposal will be conveyed to qualified bidders. Financial proposal of technically disqualified bidders shall be returned unopened to the respective bidders.

Financial proposal with any counter conditions or ambiguous remarks shall be rejected.

f. Purchase Preference Clause:

Purchase Preference to MSE's and Purchase Preference Policy (Linked with Local Content) (PP-LC) is NOT applicable against this tender.

7. Award of Assignment /Services:

The total score, both technical and financial, shall be obtained by weighing the technical and financial scores and adding them up. On the basis of combined weighted score for technical and financial, the consultant shall be ranked in terms of the total score obtained. The proposals obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by proposals securing lesser marks as H-2, H-3 etc. The firm having score H-1 will be selected and invited for further proceeding/ negotiation. In case of a tie, the bidder with higher technical score shall be considered for further proceeding/ negotiation.

Prior to the expiration period of proposal validity, CSL will notify the successful consultant who got the highest Score in Quality and Cost Based Selection (QCBS) as detailed in **Appendix-3 of Annexure-2**, in writing and invite to negotiate the Contract, if required.

8. **Signing Of Agreement:**

Within fifteen days of the date of issue of Letter of Award, the successful party shall sign **the Consultancy Agreement** as per the format placed at **Appendix-4 of Annexure-2**. For execution of the Agreement, the successful bidder will be required to execute an agreement at his expense on Kerala State Non-Judicial Stamp Paper of appropriate value. The Contract Agreement shall be signed by both parties.

Till signing of agreement, the tender together with the LoA shall constitute a binding contract between the Consultant and Cochin Shipyard Ltd. The LOA, Amount, Conditions of Contract, drawings, Notice inviting tender including all attachments and appendices thereto and all documents incorporated by reference therein and all correspondences up to the date of signing of Agreement, all corrigenda, addenda, amendments, pre bid reply and clarifications etc will be part and parcel of the contract agreement.

9. **Performance Security Deposit**

The successful Bidder will have to deposit a Performance Security Deposit (PSD) of 03% (Three percent) of the contract value, within 15 days from the date of agreement, valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Consultant in the form of Bank Guarantee issued by a scheduled bank as per the prescribed format attached as Enclosure 5 of Annexure – 1. The period of performance security deposit will be renewed as may be warranted under the prevailing circumstances during the currency of contract or as the case may be. Performance Security Deposit will be returned to the successful bidder (without interest), after 60 days of completion of all contractual obligations. Failure to deposit the Performance Security Deposit within the time period specified may result in termination of contract and forfeiture of EMD

10. **Extension of validity of proposal:**

If it becomes necessary, CSL may request the parties, in writing, to extend validity of proposals. The parties shall have the right to refuse such extension without forfeiting their EMD. In case a party extends the validity then it shall also extend the validity of its EMD for corresponding period.

Encl: 1

APPLICATION LETTER
(On the Letter Head of the Bidder)

Ref:

Date:

To,
The General Manager (Strategy & New Initiatives)
First Floor, Administrative Block,
Cochin Shipyard Limited
Perumanoor PO, Kochi 682015
Kerala state, INDIA

**Proposal for Providing Consultancy Services and Establishment of Strategic
Project Management Office (SPMO) at CSL Main Campus in Kochi, Kerala against
RFP No. S&NI/Consultancy/2025 dated 28.04.2025**

Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as "the Bidder") and having reviewed and fully understood all of the requirements of the Proposal document and information provided, the undersigned hereby apply for the project referred above.

We are enclosing our Proposal including Technical Proposal in original plus two copies + soft copy in pen drive and Financial Proposal in original with the details as per the requirements of the Proposal Documents, for your evaluation.

It is further noted that it is not permissible to put any remarks / conditions in the tender enclosed in the Proposal. I / We agree that the tender shall be rejected and ACCEPTING AUTHORITY shall, without prejudice to any other right or remedy, be at liberty to forfeit the earnest money deposit.

It is also stated that: "We are not under a declaration of ineligibility issued by Govt. of India / Any State Govt. in India / Public Sector Undertakings."

The offer is valid up to 180 days from the due date of submission of the proposal document.

All data submitted as part of the offer are true to the best of my knowledge & belief.

The required earnest money for this work is enclosed.

Signature
(Authorized Signatory)

POWER OF ATTORNEY

Dated: _____

TO WHOMSOEVER IT MAY CONCERN

To know all men by these presents that, I, _____, holding the post of _____ and competent authority of _____ do hereby constitute, appoint, authorise and nominate Mr. _____ (Name of the Person(s), _____ domiciled _____ at _____ (Address), acting as _____ (Designation and name of the company), and whose signature is attested below, as the lawful attorney to do all such acts, deeds and things necessary to the application in connection or incidental with the RFP No: S&NI/Consultancy/2025 dated 28.04.2025, floated by Cochin Shipyard Limited including signing and submission of all the documents and providing necessary information/response to Cochin Shipyard Limited and also to bid, negotiate and also to execute the contract, in case if the tender is awarded.

This Power of Attorney shall remain valid, binding and irrevocable until the completion of the tender or till the completion of the tenure of contract to be executed between the _____ and Cochin Shipyard Limited, if tender is awarded to _____, whichever is applicable.

We hereby agree to ratify all the acts, deeds and things lawfully done by the Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by above mentioned Attorney shall always be deemed to have been done by us on behalf of

(Attested signature of Mr.)

For.....
(Name & designation of the member of the Bidder)

BANK GUARANTEE TOWARDS EMD

To

COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)
PO BAG No. 1653, PERUMANOOR PO, COCHIN 682 015.

This deed of Guarantee made on Day ofTwo Thousandbetween CSL on one part and (Name and address of the bank) of the other part is as follows:

In consideration of CSL having allowed M/s.(herein after referred to as 'the Contractor') to submit Tender No.....without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as 'the bank') undertake to pay to CSL on demand the sum of money payable as Earnest Money in respect of the Tender Number.....made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by CSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by CSL or otherwise commits any breach of the terms and conditions of the tender.

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till CSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for 6 months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the bank within 3 months after the said period in which case the same shall be enforceable.

We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder. This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance of the contract between the contractor and CSL or any neglect, indulgence or forbearance by CSL.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed -----only).
2. This Bank Guarantee shall be valid up to (date) (9 months from the date of issuing the BG) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before(validity date).

Any demand for payment under this Guarantee must be received by us at this office during working hours on or before the validity Date. Should we receive no claim from you by the validity Date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the guarantor:

Name of Bank:.....

Address:

Date:.....

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.

- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

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

6. 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.

7. 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.

8. 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 Bihari Mathur, IFoS (Retd.)
D302, Arborea Luxury Homes,
Tarla Nagal, 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 extent 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.

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

- 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.

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

- 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.
13. The parties hereby sign this Integrity Pact aton

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

For & on behalf of BIDDER
Office Seal)

Witness

1.....
2.....

Witness

1.....
2.....

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT /
PERFORMANCE BANK GUARANTEE / WARRANTY GUARANTEE

To
COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)
PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

WHEREAS(Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract.....
No..... Dated: to execute
(Name of Contract and brief description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we (Name of the Bank) having its Head Office at(Address of Head Office) and acting through its branch office at (Address of the executing branch) (hereinafter called "the Bank") hereby affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of (amount of Guarantee)in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfil the Contract within 30 days of such notice. A copy of such notice given by email to the Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **CSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed
(..... only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before(validity date) .

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,
Signature and seal of the guarantor:.....

Name of Bank:.....

Address:

Date:.....

An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

Pre-bid Questionnaire Format

<i>Sl</i>	<i>Reference Clause</i>	<i>Page no.</i>	<i>Description</i>	<i>Bidder's Query</i>	<i>CSL Reply</i>

(Authorized Signature & Seal of Bidder)

RFP No. S&NI/Consultancy/2025 dated 28.04.2025

Consultancy Services and Establishment of
Strategic Project Management Office (SPMO)
at CSL Main Campus in Kochi, Kerala

PRICE BID FORMAT

Description	Amount (in Indian Rupees) excluding GST	Amount in words excluding GST	GST %	Total Amount (in Indian Rupees) including GST
Lump sum amount for undertaking services as per the scope defined at Appendix-1 of Annexure-2 titled "Client's objective and Scope of consultancy"				

Note: In case, if there is discrepancy between words and figures, amount in words (of respective figures) shall prevail.

(Authorized Signature & Seal of Bidder)

FORMAT FOR FINANCIAL CAPABILITY**CERTIFICATE FROM THE STATUTORY AUDITOR OF THE BIDDER**

We have verified the Audited Financial Statements and other relevant records of M/s..... (Name of the bidder) and certify the following:

Financial turnover from management consulting division (excluding revenue from IT implementation, Audit, Tax and Assurance, Project Management, Outsourcing and other Non-Management Consulting) in India in the last 3 financial years*.

Sl	Year*	INR (Crores)
a	Year 1 - (2021-22)	
b	Year 2 - (2022-23)	
c	Year 3 - (2023-24)	
	Average [(a+b+c)/3]	

Name of Audit Firm

[Signature of Authorized Signatory]

:

Name of Chartered Accountant

:

Membership No.

:

Designation

:

Seal

:

* The financial year would be the same as one normally followed by the bidder for its Annual Report.

Note –

- The revenues can also be certified as being above a certain threshold, if there are constraints in providing absolute figures. In such cases, the threshold value indicated shall be considered for QCBS evaluation.
- Certificate issued by the Statutory Auditor to be countersigned by the authorized signatory of the bidder.

UNDERTAKING

I, Shri in my capacity as Managing Partner/Chairman & Managing Director/CEO of M/s do hereby give an undertaking on the following:

- (i) All the Key Personnel associated with the Strategic Project Management Office (SPMO) shall be full time employees and on permanent payroll of my company.
- (ii) Deployment of the same team personnel provided during the on-boarding process till completion of the contract.
- (iii) In the event of any change/replacement due to circumstances outside my reasonable control, prior consent of CSL will be taken and shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience.

Signature of authorised personnel:

Name of firm or authorised signatory:

Designation:

APPENDIX-1 : CLIENT'S OBJECTIVE & SCOPE OF CONSULTANCY

Cochin Shipyard Limited (CSL), incorporated in the year 1972, is India's leading Shipbuilding and Ship Repair yard. CSL is under the administrative control of Ministry of Shipping and was awarded the Category-A, 'Mini Ratna' status amongst PSU's for its consistent outstanding performance. The Company went through a successful IPO & got listed in August 2017 and 67.91% stake is currently held by the Govt. of India.

Aligned with the roadmap 2030, CSL has experienced exceptional growth in recent past years with a market capitalization of ₹34.08KCr, about 10 lakh shareholders, and a net worth of around ₹5,000 Crores. As a group, CSL currently operates with 8 dry docks, 5 slipways, a 6,000-ton ship lift, about 4 km of quays, and 600-ton Goliath cranes—the highest capacity among Indian shipyards—along with a 310-meter dry dock. CSL has significantly expanded its footprint by establishing two subsidiaries, namely HCSSL and UCSSL, as well as three ship repair units—CMSRU, CKSRU, and CANSRU. Additionally, the newly commissioned ISRF facility and the New large Dry Dock have further augmented its infrastructure significantly. This transformation has helped CSL evolve from a single-unit entity in Kochi into a Pan India corporate operating out of seven (7) locations on both the east & west coasts.

CSL has a varied product profile, including both Commercial & Defence Ship Building as well as Commercial & Defence Ship Repairs. The Ship Building product portfolio of CSL includes Oil tankers, Bulk Carriers, Platform Supply Vessels, Passenger Vessels, Dredgers, Tugs, Launch Barges, Passenger Vessels, Buoy Tender Vessels etc on the Commercial front and Air Craft Carrier, Fast Patrol Vessels etc. on the defence front. CSL had delivered the nation's first Indigenous Aircraft Carrier to the Indian Navy, placing India among the elite group of five countries with this capability.

CSL commenced Ship Repair operations in 1982 and has undertaken repairs, conversions, life extensions, up-gradations & revamps to more than 2000 ships & offshore vessels of various types, both Commercial & Defence, including Oil Tankers, Bulk Carriers, Cement Carriers, Jack-Up Rigs, Mobile Offshore Drilling Units, Geo-Technical Vessels, Well Stimulation Vessels, Diving Support Vessels, Multi-purpose Support Vessels, Platform Supply Vessels, Passenger Vessels, Dredgers, Tugs, Barges, Passenger Vessels, Buoy Tender Vessels etc on the Commercial front and Air Craft

Carriers, OPV's, Naval Tankers, LCU's, LPD's, Fast Attack Crafts, Fast Patrol Vessels etc of the Navy & Coast Guard on the Defence front. CSL has also undertaken major conversion projects such as Seismic Vessel Conversions and Geological Survey Vessel conversions.

Aligned with the Ministry of Shipping's ambitious vision, as well as the Government of India's MIV 2030 and MAKV 2047 plans, and considering the ongoing developments within the CSL Group, it is vital to assess the current roadmap and introduce new initiatives to capitalize on emerging opportunities. These opportunities should be pursued swiftly to maximize their potential benefits.

In summary, the primary objective of hiring a consultant is to establish a Strategic Project Management Office (SPMO) by the consultant within CSL's Main campus at Kochi. The consultant and their team will explore, oversee, and drive feasible strategic initiatives while collaboratively supporting CSL in their implementation.

1. SCOPE OF WORK

1. Identifying and implementing new strategic initiatives while leveraging emerging business opportunities and also under the GOIs MIV 2030 and MAKV 2047, with a focus on revenue growth, corporate structuring, financing and other key areas across Shipbuilding, Ship repair, CSL-Strategic & Advanced Solutions (C-SAS), Setting up a Strategic Project Management Office within CSL, by the consultant, to support the CSL team in implementing and executing identified feasible strategic initiatives.
2. Assessing and establishing strategic partnerships using diverse models both across India and Internationally in Shipbuilding, Ship repair, C-SAS, Green shipping and other related areas in CSL.
3. For all strategic initiatives, the consultant should assess the potential , carry out deep dive analysis and present cost benefit analysis, funding methodologies, valuations, feasibility study, project report presentations, etc while recommending suitable collaborative models such as JV structures if any, JV with Indian/international firms if any ,Forex exposures ,merger & acquisition's considering all statutory and legal aspects in India and outside India as well.
4. Evaluate potential risks, including regulatory dependencies, execution challenges, and business environment sensitivities, and develop appropriate mitigation strategies for each strategic initiative

5. Assess CSLs current methodology to executing strategic projects and initiatives, including activities undertaking, progress tracking, organizational structure and other relevant factors. The consultant shall carry out detailed gap analysis of achieved results, identify reasons for any shortfalls and assess the effectiveness of any corrective actions taken by CSL.
6. Evaluate the current order book and future pipeline orders across all business verticals, assess CSLs preparedness to achieve its 2030 revenue targets, identify gaps in all the business verticals and other related areas etc. and recommend workable solutions.
7. Perform a SWOT analysis of CSLs current position and suggests augmentations if any to achieve the projected revenue growth outlines in the 2030 road map.
8. The consultant also should assess the current state of CSL across all focused areas, including operations, supply chain, production planning, organizations structure, technological advancements, skill development and overall effectiveness etc. Based on this evaluation, they should propose suitable solutions to achieves the targets set in the 2030 roadmap.
9. Study and offer technological solutions for efficient productivity measurement's and production planning to effectively monitor output.
10. Suggest training and up skilling of both management and executives, aligned with identified growth initiatives
11. Support the creation of Standard Operating Procedures (SOPs) to ensure the effective execution of various initiatives.
12. Engage with key customers to understand their perspectives and expectations from CSL. Identify critical gaps based on interactions with customers, stakeholders, and global benchmarks.
13. Assist in assess existing collaborations and evaluate their performance.
14. Support CSL in Assessing current organizational needs, including structure, leadership, capabilities, resource allocation, Training etc and suggest the improvements.
15. Identify and leverage relevant GoI policies that can aid CSL in achieving its strategic vision.

16. Advise on Leveraging Digital & IT and developing and integrating various existing system.

STRATEGIC PROJECT MANAGEMENT OFFICE (SPMO)

17. The consultant should establish a Strategic Project Management office (SPMO) with their team within CSLs Main campus at Kochi to explore, oversee and drive various strategic initiatives, handholding in implementation jointly with CSL. Consultant should identify key domain requirements and deploy the appropriate expertise in their team to ensure adequate support and timely execution.
18. SPMO shall provide comprehensive support in executing all strategic initiatives, including the initial roll out plan, progress tracking, performance monitoring, preparing concept notes of various initiatives, Preparing MoM, DPR, RFP, Reports etc. team training, and troubleshooting specific issues etc. and any added related tasks assigned by CSL.

APPENDIX-2: ELIGIBILITY CRITERIA

The bids shall be evaluated both in terms of Quality as well as Quoted price i.e. Quality and cost-based selection (QCBS) methodology. Applicant firms that qualify on all the eligibility criteria laid out below will be evaluated on QCBS (Combined Quality Cum Cost Based Selection) basis with Technical and Commercial weightages being 80 and 20 respectively.

SI No	Description of Criteria	Supporting Documents to be Submitted
01	The consulting firm should have a minimum average annual turnover of INR 100 crore in each of the last 3 financial years (2021-22, 2022-23, 2023-24) . from Management consulting business undertaken in India (excluding revenue from IT implementation, Audit, Tax, Insurance, Outsourcing and other Non-Management Consulting)	Certificate from Statutory Auditor (with membership Number and firm registration number and UDIN) certifying the revenues as per the criteria laid out as per the format placed at enclosure 8. The revenues can also be certified as being above a certain threshold, if there are constraints in indicating absolute figures & values.
02	Consultant must have Office in India - Mandatory	Details to be provided, duly certified by CEO/ MD.
03	Global Presence by way of offices in Maritime Nations - Should have offices in at least 2 out of the following major maritime nations – Japan, Korea, USA, Norway & Singapore.	Details to be provided, duly certified by CEO/ MD.
04	The firm should be in the field of Management Consulting for the last 10 years	Copy of Certificate of Incorporation / any other statutory documentary proof to be submitted
05	Consultant should have a minimum of 100 Management Consultants on their payroll in consulting business services in India as on date of submission of Bid -	Declaration from CEO / MD to be submitted in this regard.
06	The bidder must not have been declared ineligible by Government of India/ State govt./ Public sector undertaking.	Self-Declaration in this regard by CEO/MD of the bidder
07	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority	Self-Declaration by CEO/MD the bidder of not being bankrupt or in the process of bankruptcy

TECHNICAL EXPERIENCE

08	<p>The consulting firm should have experience of minimum "Two completed assignments focusing on Shipyard growth strategy and execution support" for the Shipyard sector In India or Outside India (Global). Executed value of each assignment shall be of value equivalent or exceeding USD 1 M / INR 8 Crores including taxes in the past 7 years. (Projects such as vessel construction, repairs, conversion, ship recycling and feasibility study on particular theme will not be considered)</p>	<p>1) Copy of the letter of award/Contract/Purchase order showing scope of the work. 2) Completion certificate issued by the Client organization for whom the jobs have been executed by the bidder with requisite details such as nature of the job, executed value, etc Or Copy of the Payment certificate /evidence of payments made against the contract/purchase order. (Certification of CA/Statutory Auditor shall also considered as evidence of payment)</p>
09	<p>The consulting firm should have successfully completed minimum "Two Assignment on turnaround / reviving/ strategy /benchmarking /Assessment for the Shipping/Port sector (Other than Shipyard segment) should have completed in India or Outside India (global). Executed value of each assignment shall be equivalent or exceeding USD 0.5 M/ <u>INR 4 crore</u> including taxes in the past 7 years.</p>	<p>1) Copy of the letter of award/Contract/Purchase order showing scope of the work. 2) Completion certificate issued by the Client organization for whom the jobs have been executed by the bidder with requisite details such as nature of the job, executed value etc Or Copy of the Payment certificate /evidence of payments made against the contract/ purchase order. (Certification of CA/Statutory Auditor shall also considered as evidence of payment)</p>
10	<p>The consulting firm should have experience of a minimum of Two business Strategy Assignment completed for Government of India/ State government / CPSEs (Maharatna /Navratna/PSU) for Devise growth strategy, assistance in developing new partners, new business, operations etc in Heavy engineering sectors/ Infrastructure such as Roads & Highways, Railways, Airports, etc.(Excluding Shipping/ Ports/ shipyard / IT implementation, Audit, Tax & Insurance, Outsourcing and other Non-Management Consulting) in the past 7 years in India. Executed value of each assignment shall be equivalent or</p>	<p>1) Copy of the letter of award/Contract/Purchase order showing scope of the work. 2) Completion certificate issued by the Client organization for whom the jobs have been executed by the bidder with requisite details such as nature of the job, executed value, etc Or Copy of the Payment certificate /evidence of payments made against the contract/purchase order. (Certification of CA/Statutory Auditor</p>

	exceeding INR 3 cr (The same project shall not be considered more than once for granting of weightage under SI 8, SI 9 & SI No.10 above (i.e. duplication of any specific project is not permissible under categories SI no 8,9,10 above)	shall also considered as evidence of payment)
11	The consulting firm should have experience of a minimum of Two Assignment completed in India for Business finance/ financial modeling/ Merger & acquisition's/Funding methodology, Forex exposures/ JV formation/Structuring, etc in the past 7 years in India. Executed value of each assignment shall be equivalent or exceeding INR 1 cr. (The same project shall not be considered more than once for granting of weightage. Duplication of any specific project is not permissible under categories SI no 8,9,10,11)	1) Copy of the letter of award/Contract/Purchase order showing scope of the work. 2) Completion certificate issued by the Client organization for whom the jobs have been executed by the bidder with requisite details such as nature of the job, executed value, etc Or Copy of the Payment certificate /evidence of payments made against the contract/purchase order. (Certification of CA/Statutory Auditor shall also considered as evidence of payment)
12	The bidder shall deploy a team comprising of following personnel and meeting the minimum experience criteria as mentioned: at Note II below <ul style="list-style-type: none"> • Lead Partner/Director/Project Head: 01 • Project Manager (PM) : 01 • Consultants/Associates: 03 <p>The above shall be Full Time Employees and on payroll of the company and not be on a contractual basis with the company. An undertaking to be submitted by the Bidder.</p>	CVs with certificate of employment signed by authorized signatory of the firm with Proof of the education & list of experiences to be submitted.

Note I

For the purposes of conversion of any currency other than USD into USD/INR in respect of computation of the value of order mentioned at SI No. 8 & 9 above, Bidder shall be required to rely on the reference rate published by Reserve Bank of India (on its website) as on the date of signing of the respective contract, submitted towards eligibility.

Note II

The Bidder shall deploy a team comprising of following personnel and meeting the prescribed eligibility criteria

(1) Lead partner/ Director/ Project Head: 01

- a. Needs to have Minimum 15 years' of experience in which minimum 5 years' of consultancy experience in Shipyard/Ship repair/Marine/Shipping sectors.
- b. Must have executed at least two similar assignments in the shipyard/Ship building/ Ship repair sectors as consultant.
- c. Experience in Project execution management/Strategy / business structuring / diversification / organization transformation / operations excellence / Financial modeling / Business finance.
- d. Must possess Graduate Engineer with Post graduations in Management from reputed institutes (Full time management programme).

(2) Project Manager: 01

- a. Needs to have Minimum 8 years' of experience in which Minimum 3 years' of consultancy experience in Shipyard/Ship repair/Marine/Shipping sector.
- b. Experience in project execution management/ strategy/ business structuring/ and Business finance. experience in working with Government/CPSEs/ Company structuring/ Diversifications
- c. Must possess Graduate degree with Post graduations in Management from reputed institutes (Full time management programme).

(3) Consultants/ Associates: 03

- a) Needs to have Minimum 3 years' of experience
- b) Experience in Shipyard/Ship repair/Marine/Shipping/ Heavy engineering industry/ Manufacturing on Strategy/ Operations/ Infrastructure/ project management execution/ Financial modeling/ Business finance/Digital transformation etc.
- c) Must possess Graduate degree with Post graduations from reputed institutes (Full time management programme)

Note III

All the above personnel shall be a Full Time Employees and on payroll of the company and not be on a contractual basis with the company. Bidder shall ensure deployment of the same team personnel provided during the on-boarding process till completion of the contract. Bidder shall also certify that in case of any change/replacement due to unavoidable reasons, prior consent of CSL will be taken and that the experience of the new member shall meet the criteria as mentioned in the bid documents. An undertaking is to be submitted by the Bidder as per **Encl. 9 of Annexure – 1.**

Annexure II

Appendix-3: EVALUATION OF BIDS USING QCBS METHOD

TECHNICAL EVALUATION CRITERIA (TEC)

Sl	Evaluation Criteria	Scoring Methodology	Maximum Marks	Supporting Documents Required
1	Financial strength of the consultant in terms of Turnover		5	
1.1	Average Financial turnover from management consulting division (excluding revenue from IT implementation, Audit, Tax and Assurance, Outsourcing and other Non-Management Consulting) in India in the last 3 financial years (2021-22, 2022-23, 2023-24).	<ul style="list-style-type: none">• Above Rs 150 Cr - 5 Marks• Above Rs125 Cr to Rs 150 Cr - 4 Marks• From Rs 100 Cr to Rs 125 Cr - 3 Mark	5	Certificate from Statutory Auditor as per Encl: 8 certifying the revenues. The revenues can also be certified as being above a certain threshold, if there are constraints in providing absolute figures.
2	Experience		50	
2.1	The consulting firm should have experience of minimum "Two completed assignments focusing on Shipyard growth strategy and execution support" for the Shipyard sector In India or Outside India (Global). Executed value of each assignment shall be equivalent or exceeding USD 1 M / INR 8 Crores including taxes in the past 7 years. (Projects such as vessel construction, repairs, conversion, ship recycling and feasibility study on particular theme will not be considered). Value of each assignment shall be minimum value as specified above.	<ul style="list-style-type: none">• 5 & Above Assignments - 20 marks• 3 to 4 Assignments -15 marks• 2 Assignments -10 marks	20	As indicated in the eligibility criteria

2.2	<p>The consulting firm should have successfully completed minimum "Two Assignment on turnaround / reviving/ strategy /benchmarking /Assessment for the Shipping/Port sector (Other than Shipyard segment) should have completed in India or Outside India (global). Executed value of each assignment shall be equivalent or exceeding USD 0.5M / /INR 4 crore including taxes in the past 7 years. Value of each assignment shall be minimum value as specified above.</p>	<ul style="list-style-type: none"> • 5 & Above - 10 marks • 3 to 4 assignments - 7 marks • 2 assignments - 5 marks 	10	As indicated in the eligibility criteria
2.3	<p>The consulting firm should have experience of a minimum of Two business Strategy Assignment completed for Government of India/ State government / CPSEs (Maharatna / Navratna/PSU) for Devise growth strategy, assistance in developing new partners, new business, operations etc in Heavy engineering sectors/ Infrastructure such as Roads & Highways, Railways, Airports, etc.(Excluding Shipping/Ports/shipyard / IT implementation, Audit, Tax & Insurance, Outsourcing and other Non-Management Consulting) in the past 7 years in India. Executed value of each assignment shall be equivalent or exceeding INR 3 cr (The same project shall not be</p>	<ul style="list-style-type: none"> • 5 & Above Assignments - 10 marks • 3 to 4 Assignments - 7 marks • 2 Assignments - 5 marks 	10	As indicated in the eligibility criteria

	<p>considered more than once for granting of weightage under SI 2.1, SI 2.2 & SI 2.3 above (i.e. duplication of any specific project is not permissible under categories SI no 2.1 to 2.3 above)</p> <p>Value of each assignment shall be minimum value as specified above.</p>			
2.4	<p>The consulting firm should have experience of a minimum of Two Assignment completed in India for Business finance/ financial modeling/ Merger & acquisition's/Funding methodology, Forex exposures/ JV formation/Structuring, etc in the past 7 years in India. Executed value of each assignment shall be equivalent or exceeding INR 1 cr. (The same project shall not be considered more than once for granting of weightage. Duplication of any specific project is not permissible under categories SI no 2.1 to 2.4)</p> <p>Value of each assignment shall be minimum value as specified above.</p>	<ul style="list-style-type: none"> • 5 & Above – 10 marks • 3 to 4 assignments – 7 marks • 2 assignments – 5 marks 	10	As indicated in the eligibility criteria

	<u>Note -</u> <ul style="list-style-type: none">Bidders shall submit all necessary data & documentary evidences/ proof of their claims. Interpretation of facts and evaluation thereof by CSL based on available documentary evidences and submissions, shall be final & binding.The same project shall not be considered more than once for granting of weightage under SI No. 2.1, 2.2, 2.3, 2.4 above (i.e. duplication of any specific project is not permissible under categories 2.1, 2.2, 2.3 & 2.4 above)The bidder shall clearly provide a tabulation indicating as to which project is to be considered again which Category or SI No.		
3	Qualifications and competence of Key personnel proposed by the consultancy firm for this engagement as per Eligibility criteria. <u>NB -</u> <ul style="list-style-type: none">These experts need to be on the rolls of the applicant firm.Basic educational qualification & relevant experiences in eligible assignments would be considered for evaluation if it complies with the respective requirement below.Bidder shall submit an assurance that if he is successful in winning the consultancy, the personnel proposed herein will be engaged on this project as per proposed work plan. Any change, if at all, necessitated due to unavoidable circumstances, shall be in discussion with CSL.	20	As indicated in the eligibility criteria
3.1	Lead partner/Project Director /Project head : 1. As indicated in Eligibility criteria clause No 12 Note II	10	As indicated in the eligibility criteria
3.2	Project Manager: 1. As indicated in Eligibility criteria clause No. 12 Note II	7	
3.3	Consultants / Associates: 3. As indicated in Eligibility criteria clause No. 12 Note II	3	
Personnel not meeting any of the minimum criteria specified above shall not be considered and hence no marks will be awarded during evaluation for that personnel.			

4	Business Presentation- On quality of proposed approach, methodology and work plan in response to the Terms of Reference.	25	
	<p>Detailed proposal to be submitted including, but not limited to the requirements indicated below -</p> <ul style="list-style-type: none"> • Presentation on Approach and methodology, work plan & staffing • Project Tools, technology and framework • Organogram for this particular assignment including support staff • Mechanism of garnering inputs / information available elsewhere within the Consultant's global resources. • Review plan at each stage by subject matter experts • Progress Review Methodology – with CSL 		<ul style="list-style-type: none"> • Document with proposed approach, methodology, max 10 pages). Supporting detailed presentation to be submitted as part of bid.
4.1	Apart from above, bidder shall also include other information's such as their strength/capabilities' etc that the consultant feels pertinent for the subject assignment.		

3. EVALUATION OF BIDS –

Technical Proposal Evaluation

Applicants will have to score a minimum of 70 marks (out of 100) to qualify for the next stage.

The Applicant who secures maximum marks in evaluation as per the Technical Evaluation Criteria (TEC) table shall be granted a technical score of 100. Other bidders shall be granted technical scores proportional to their marks w.r.t. that of the highest marks.

After evaluating and scoring the applicants on each criterion, the total technical score (St) for each Applicant shall be computed.

Financial Bid Evaluation

The formula for determining the financial scoring (Sf) is:

The proposal with the lowest cost (Fm) shall be given a financial score (Sf) of 100. The Financial scores of all other Bidders will then be computed as follows -

$Sf = 100 \times Fm/F$, where F = the amount indicated in the respective Financial Bid

Overall Technical & Financial Bid Evaluation

Final score of Applicant shall be evaluated based on the following formula:

Final Score, $S = St \times t + Sf \times f$

Where:

S = Final Score of the Applicant
St = Technical Score of the Applicant
Sf = Financial Score of the Applicant
t = Technical Weightage (80%)
f = Financial Weightage (20%)

Scores will be calculated up to two decimal points only. The bid with the highest evaluated bid score(S) will be ranked as H-1 and declared as successful bidder as per QCBS methodology mentioned above for purpose of awarding the contract.

In the event of two or more proposals have same scores in the final ranking, the proposal with higher technical score shall be ranked first.

Appendix-4: CONSULTANCY AGREEMENT

This agreement made this day of 2025 between M/s Cochin Shipyard Limited (CSL) having registered office at Kochi – 682 015 (hereinafter referred to as “The Client”, which expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the FIRST PART and M/s (hereinafter referred to as the “The Consultant”, which expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART.

WHEREAS the Client proposes to hire “**Consultancy Services and Establishment of Strategic Project Management Office (SPMO) at CSL Main Campus in Kochi, Kerala.**” to assist CSL in new initiatives and business opportunity exploration, hereinafter referred to as “The Project” and intends to obtain consultancy services and the Consultant is agreeable to render the said consultancy services on the terms and conditions hereinafter stipulated, it is hereby agreed to by both the parties as under:-

1. Consultancy services shall be provided by the Consultant as given in para 3 hereinafter.
2. In the Consultancy Agreement (as hereinafter defined) the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise require:-
 - 2.1 ‘**AGREEMENT**’ shall mean the whole of the Agreement as set out and any modifications thereof subsequently agreed to in writing by both parties. The agreement shall be deemed to be effective from the date of signing of this agreement.
 - 2.2 ‘**CLIENT**’ means M/s Cochin Shipyard Limited (CSL) having registered office at Kochi – 682 015, Kerala, India.
 - 2.3 ‘**CONSULTANT**’ means the successful BIDDER.
 - 2.4 ‘**CLIENT REPRESENTATIVE(S)**’ means the Representative(s) appointed by the Client.
 - 2.5 ‘**THE SITE**’ means the area where the yard is located, for which Growth Strategy road map is to be prepared and implemented.
 - 2.6 ‘**TIME FOR COMPLETION**’ means period for completion of the entire works and/or in Stages described hereinafter commencing from the date of signing of agreement.
 - 2.7 ‘**PDC**’ means the planned date for completion of the entire consultancy works or any of its stage/stages.
 - 2.8 ‘**APPROVED**’ means approved by the Client/Client Representatives, in writing and ‘**APPROVAL**’ means approval by the Client/Client Representatives as aforesaid.

2.9 **'DOCUMENTS'** means the documents referred to in this Agreement and any modification of such documents approved in writing by the Client/Client Representatives.

2.10 **STRATEGIC PROJECT MANAGEMENT OFFICE (SPMO)** means to assist CSL in new initiatives and business opportunity exploration and the report developed and required to be submitted by the Consultant as a part of deliverables. This shall include all information and relevant data considered necessary and mutually agreed between the Client and the Consultant, in addition to the following:

- Detailed review of CSL business and manufacturing process.
- Detailed study of the market scenario
- Overall business strategy, Overall operating strategy, Operations assessment, Other enablers, Identification of Govt. Support
- Detailed Implementation plan of initiatives in the short term as well as long term etc.

2.11 **'MONTHLY REPORT'** means the report to be submitted by the Consultant on a monthly basis during the Implementation phase, including but not limited to the monthly target, updated progress report, lag / deficiency in implementation, if any along with Catch-Up plan, other relevant information etc.

2.12 **'FOCUS GROUP'** means the in-house CSL group constituted involving senior and middle level management entrusted to drive the identified initiatives along with the Consultant.

2.13 **STRATEGIC REVIEW TEAM (SRT)** means a senior management team at CSL responsible for providing guidance and setting strategic direction. It will convene monthly to review progress, assess developments, and offer recommendations etc .

3. **SCOPE OF CONSULTANCY WORK:** - This shall be as per " Scope of consultancy" placed as **Appendix-1** to **Annexure-2** of this document which shall form part of the agreement.

4. **TIME SCHEDULE FOR SERVICES:-**

4.1 The tenure of the Consultancy Agreement shall continue in full force and effect for a period of 18 months unless terminated earlier as per the conditions set out in the Consultancy Agreement. There shall be provision in the contract to extend the tenure for a maximum period of 6 (six) months at the same terms & conditions and rate, at the discretion of CSL

4.2 The Consultant shall perform certain cardinal events / achieve certain milestones / deliverables as part of STAGE 1 & 2 of the consultancy contract, as per the time schedule indicated as under:-

STAGE -1		
Strategy Plan Report Preparation		
Stage	Activity/ Milestone	Timeline (duration in days)
1.	Signing of this contract	D
2.	Conduct of Kick off meeting & Submission of Kick-Off Meeting Minutes	Within D + 7 days
3.	## Setting up of SPMO	Within D + 21 days
4.	Submission of Preliminary Report & Presentation to Management	Within D + 60 days
5.	Comments by CSL	Within D + 75 days
6.	## Submission of Final Strategic initiatives Plan-Report & Presentation to Management.	Within D + 90 days
STAGE -2 Execution		
Stage	Activity/Milestone	Timeline (duration in months)
7.	## Submission of monthly report on the progress of Execution	Latest by D* + 1 month
8.	## Submission of monthly report on the progress of Execution	Latest by D* + 2 months
9.	## Submission of monthly report on the progress of Execution	Latest by D* + 3 months
10.	## Submission of monthly report on the progress of Execution	Latest by D* + 4 months
11.	## Submission of monthly report on the progress of Execution	Latest by D* + 5 months
12.	## Submission of monthly report on the progress of Execution	Latest by D* + 6 months
13.	## Submission of monthly report on the progress of Execution	Latest by D* + 7 months
14.	## Submission of monthly report on the progress of Execution	Latest by D* + 8 months
15.	## Submission of monthly report on the progress of Execution	Latest by D* + 9 months
16.	## Submission of monthly report on the progress of Execution	Latest by D* + 10 months
17.	## Submission of monthly report on the progress of Execution	Latest by D* + 11 months

18	## Submission of monthly report on the progress of Execution	Latest by D* + 12 months
19	## Submission of monthly report on the progress of Execution	Latest by D* + 13 months
20	## Submission of monthly report on the progress of Execution	Latest by D* + 14 months
21	## Submission of FINAL report on the progress of Execution	Latest by D* + 15 months

Note

a) D*:- Date of commencement of Stage 2- Execution. In any case, D* shall be limited to D + 90 days.

b) ##: - Cardinal events where delay in performance will entail penalties.

5. STAGE PAYMENT - Stage payments for the engagement shall be as follows:

5.1 STAGE-1

STAGE -1			
Strategy Plan Report Preparation			
Stage	Payment terms on pre-defined Stages	% Payable	Cumulative %
1.	On submission of mutually agreed minutes of Kick off meeting	5	5
2.	## Setting up of SPMO	10	15
3.	Submission of Preliminary Report	10	25
4.	## Submission of Final Strategy Plan Report	15	40
STAGE -2 - Execution			
Stage	Payment terms on pre-defined Stages	% payable	Cumulative %
5.	## Submission of monthly report on the progress of Execution	4	44
6.	## Submission of monthly report on the progress of Execution	4	48
7.	## Submission of monthly report on the progress of Execution	4	52
8.	## Submission of monthly report on the progress of Execution	4	56

9.	## Submission of monthly report on the progress of Execution	4	60
10.	## Submission of monthly report on the progress of Execution	4	64
11.	## Submission of monthly report on the progress of Execution	4	68
12.	## Submission of monthly report on the progress of Execution	4	72
13.	## Submission of monthly report on the progress of Execution	4	76
14.	## Submission of monthly report on the progress of Execution	4	80
15.	## Submission of monthly report on the progress of Execution	4	84
16.	## Submission of monthly report on the progress of Execution	4	88
17.	## Submission of monthly report on the progress of Execution	4	92
18.	## Submission of monthly report on the progress of Execution	4	96
19.	## Submission of FINAL on the progress of Execution	4	100

Note: 1.

Indicates cardinal events where delay in performance will entail penalties.

6. PAYMENT AND REMUNERATION:

- 6.1 The Consultant shall submit a total lumpsum cost in the relevant format provided at **Encl-7**, for undertaking the consultancy services for **STAGE 1 & II** as per the scope defined in **Appendix-1** of Annexure - 2 titled: Scope of consultancy". This cost shall be taken for financial evaluation of the bid as per the QCBS norms specified in the tender.
- 6.2 **Escalation of rates** - The consultancy job is targeted to be completed in a time bound manner and therefore is a fixed lump sum contract with no escalation, for **whatsoever** reasons thereof.
- 6.3 **Disbursement** – Payments shall be effected in accordance to the Stage Payment schedule stated in Clause No. 5 above, subject to fulfilment of all related conditions & requirements.
- 6.4 **Taxation:-**
 - Income Tax as per prevailing rules shall be deducted from the payment due to the consultant and TDS certificate will be issued.
 - GST (wherever applicable) shall be paid extra at actuals on submission of original invoice. Current GST rate is 18%.

- Any increase or decrease in Tax from the existing rate, due to Govt. orders shall be implemented as per rules prevailing at the time of releasing payment.
- All other taxes & duties in respect of the payments to the personnel deployed by the consultant shall be borne & paid by the consultant and will not be reimbursed by CSL.

7. CODES / STANDARDS:- The Consultant shall provide and complete the consultancy services in accordance with the Scope of Consultancy' placed as **Appendix-1 of Annexure -2** of the consultancy agreement, exercising due skill and care, as expected from a properly qualified and competent professional of the discipline specified in the scope of work experienced in carrying out services for a project of a similar size, scope and complexity, according to accepted norms of sound engineering practices and confirming to Indian Standard codes and/or International Standard code as appropriate and shall be fully responsible for the technical accuracy and soundness of the services rendered. In case of any conflict, in usage of code, the decision of the Client shall be binding.

8. QUALITY, COST & TIME: - The Consultant shall prepare the Strategy Plan Report with due regard to achieving the optimal result for the Client in terms of quality, cost and time. The Consultant shall throughout the project apply best quality criteria. He shall prepare the targets, schedules, cost estimates etc as accurate and realistic as possible taking the nature of the project into account. He shall take into account of the "Time schedule for Services" as stipulated in para 4 above.

Time is essence to the Contract and the Consultant shall strictly adhere to the time frame stipulated. The provisions of Para 10 shall be applicable and Consultant shall be liable for penalty as mentioned therein.

9. FORCE MAJEURE -

9.1 In case of failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lockout, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case.

9.2 The occurrence / cessation of force majeure situation are to be informed with documentary evidence within 15 days from the date of occurrence / cessation and a representation may be made to the Client for extension of the date of completion of the said work. Subject to as hereinafter provided the Client shall, on receipt of such representation, and on the reasons and duration for delay being established and accepted, as due to force Majeure, extend the period of completion of the said work by the period agreed to as above. The decision of Client whether such period is admissible shall be final and binding.

9.3 In case the period of such occurrence of cause continues, or is likely to continue for a period in excess of six months, the parties shall mutually agree between themselves on the action to be taken in the circumstances.

9.4 Nothing herein contained however shall or shall be deemed to conflict with or preclude termination of the Agreement in accordance with the provisions of early termination.

10. LIQUIDATED DAMAGES:-

In the event that the Consultant does not perform in accordance with the Agreement, including any delay in completion of work on cardinal achievements in accordance with the agreed schedule (Time schedule for services) due to reasons solely attributable to the Consultant & not on account of CSL, then the Client shall be entitled to recover ½ % (half percent) per week – proportionate with the delay in total weeks from the date of signing of contract w.r.t of that cardinal payment or part of the week of the concerned stage payment subject to a maximum of 5% (Five percent of the stage payment of the cardinal event). The cardinal dates are indicated as ## in para 4 (Time schedule for services). Grace period of 10 days may be allowed on the agreed schedule. In any case, total of the liquidated damages, if any to be levied on the Consultant shall not exceed 5% of the contract value.

If the delay is on account of reasons not attributable to the Consultant resulting in his failing to meet the agreed time schedule the Consultant shall in writing inform the Client within one week of happening of such event and seek extension of time, based on which the Client may grant extension at his sole discretion.

11. CONSULTANT'S RESPONSIBILITY:-

Approval by Client of any drawing, scheme, document, report or proposal does not in any way absolve / dilute the responsibilities of the Consultant. It is reiterated that the Consultant, shall be independently accountable to the Client for understanding the Scope of Consultant' mentioned in **Appendix-1** of Annexure -2 of RFP this agreement appreciation of site data / conditions, preparation of Strategy Plan Report and subsequent successful implementation of the Strategy Plan Report.

12. INSURANCE:-

The consultant shall maintain at his own cost, personal and accident insurance for all his personnel and property as considered satisfactory by the Client to cover any risks arising from work and services to be rendered by the Consultant under this Consultancy Agreement. Client shall not be responsible for any such events or effects thereof.

13. INDEMNITY:-

The Consultant shall at all times indemnify and keep indemnified the Client against all or any claim on demand which may be made against the Client arising due to any infringement of patents or other patent rights committed by the Consultant in carrying out the work under this Consultancy Agreement.

14. OWNERSHIP OF REPORTS AND RECORDS:-

Calculation sheets, drawings, reports and similar documents provided by the Consultant in terms of this Agreement to the Client shall be the property of the Client and the Client shall have full right to use them in any manner for the project or for any other purpose at the Client's sole discretion.

15. CONFIDENTIALITY:-

The Consultant shall use the data and other information supplied by the Client solely for the purpose of performing and carrying out his obligations under this Consultancy Agreement and shall not disclose the same to any other person, party or agency except to the extent required in performance of the work of the project, and shall maintain utmost secrecy. The data supplied by the Client shall not be passed on or made use of by the Consultant or his associates for the benefit of any other agency. The Consultant shall not without the consent in writing of Client, publish any article or photograph relating to the project at any time.

16. OATH OF SECRECY:-

The Consultant agrees that all Indian and foreign Personnel engaged for the execution this Consultancy Agreement shall abide by the Indian Official Secrets Act, 1923.

17. LANGUAGE AND LAW:-

This Consultancy Agreement and all correspondence between the Client and the Consultant shall be in the English language. This Consultancy Agreement shall be governed by the Laws of India and the Consultant shall in all respect conform to and comply with the provisions of any statutes, ordinance or laws and rules, regulations, notifications and by-laws issued by the Client, local or other authorities.

18. PERFORMANCE BANK GUARANTEE (PBG):-

Within 15 days of the signing of Consultancy Agreement, the Consultant shall provide CSL with a Performance Security equal to 3 % of the contract value. This shall be valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Consultant. The same BG shall be extended, if CSL decides to extend tenure of the contract as per clause 4 above. BG shall be valid for extended period and an additional sixty (60) days. The performance securities shall be in the form of bank guarantee provided by scheduled Indian bank as per Encl: 5 of Annexure-1. Failure to comply with these requirements constitutes a breach of Contract and may lead to the annulment of award and forfeiture of EMD.

19. SUSPENSION/TERMINATION:-

- 19.1 If at any time after execution of this Agreement, the Client decides to abandon the project in full or part thereof he may by giving thirty days notice in writing to the Consultant, to terminate this agreement in full or part as the case may be. Alternatively, if the project or any part thereof is postponed the Client may in lieu of terminating this agreement, intimate the Consultant in writing to suspend the carrying out of his services under this agreement for the time as decided by the Client at the time of suspension. In the event of suspension of works or part thereof exceeds the cumulative period of 01 (one) year, the Consultant shall have the right to withdraw from the project or part thereof as applicable.

- 19.2 If this agreement is suspended / terminated in pursuance of clause 20, the Consultant shall be eligible for payment of proportionate amount for the portion of consultancy services already rendered and as assessed by the Client. The Client's decision in this respect shall be final and binding and no other compensation whatsoever shall be paid.

20. BREACH OF CONSULTANCY AGREEMENT:-

If the Consultant commits breach of any of the provisions of this agreement, the Client shall be entitled to cancel this agreement and on such cancellation, the amount payable shall be proportionate to the services if any already rendered by the Consultant less ten percent.

21. PLANNED DATE OF COMPLETION (PDC):-

In the event, delay in completion of entire work is anticipated for the reasons not under the control of Consultant, the PDC of the project shall be worked out mutually between Client and Consultant depending upon the actual progress at site. In the event of delay in issue of formal amendment to the Agreement with respect to the PDC, a "Letter of Intent" issued by the Client will in all effect be considered contractually binding on the Consultant for continuation of his services as per the provisions of the Consultancy Agreement.

22. LOCUS STANDI OF THE FIRM IN THE EVENT OF A TAKE OVER:-

In the likely event wherein the consultant is taken over (i.e. transfer of ownership) by some other entity, the Consultant will have to inform the Client at least 03 months in advance that the new entity shall be Contractually accountable to the Client for the Consultancy Agreement signed by the original firm.

24. SAFETY AND STATUTORY REQUIREMENTS:-

The Consultant shall abide by all Safety Rules and Guidelines of the Client and ensure usage of proper Personal Protection Equipment (PPEs) while working at the yard. The Consultant shall also be responsible for compliance to Statutory and Government regulations as applicable. Consultant shall be responsible for the safety & welfare of all employees deployed at CSL and shall be responsible for payment of salaries to their employees and statutory deductions, if any.

The Consultant shall be entirely responsible for the safety of all personnel employed by him on the work and should ensure that the personnel are adequately covered under insurance.

25. PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT

- 25.1 Personnel: In principle, all personnel required by the Consultant shall be arranged by themselves.
- 25.2 Equipment, facilities and services of others to be provided by the client are as under:

- CSL will make available to the Consultant, air-conditioned office space during the duration of the contract.
- Workstations with table & chair for 5 persons
- Toilet facility

25.3 Apart from the above, all other equipment, facilities and services required at the site office in CSL shall be arranged by the Consultant, at their cost.

26. CONFLICTS OF INTERESTS:

- 26.1 **Consultant not to benefit from Commissions, Discounts, etc.** The Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to the Agreement or to the Services or in the discharge of their obligations hereunder, and the Consultant shall use his best efforts to ensure that any sub-consultants, as well as the personnel and agents of either of them, similarly shall not receive any such additional remuneration.
- 26.2 **Procurement Rules of Client:** If the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines of the Client and shall at all times exercise such responsibility in the best interest of the Client.
- 26.3 **Consultant and Affiliates not to Engage in Certain activities:** The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant, their subsidiaries and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the services and any project resulting from or closely related to the Services).

27. SUBCONTRACTING: -

The Successful Bidder shall not subcontract the assigned work or any part thereof to any other agencies.

28. REPERFORMANCE OF SERVICE:-

The Consultant shall execute the assigned work as per time lines mentioned in Clause no. 4 and to the full satisfaction of CSL. If CSL is not satisfied with the work done, the Consultant shall re-perform the assignment or part of it, as may be desired by CSL, at no additional cost to CSL. If CSL is still not satisfied with the manner / outcome of the work done and / or the competency of the Consultant's Personnel or the effectiveness of the methodology / tools, CSL reserves the right to cancel the assignment forthwith, without further notice to the Consultant. The Consultant shall be liable to compensate CSL for the loss incurred in re-tendering the work/contract and the escalation of cost. CSL shall also be entitled to deduct the loss sustained by it from the security deposit furnished by the successful bidder to CSL.

29. GRIEVANCE REDRESSAL MECHANISM:-

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the dispute from the Consultant side is not resolved by the discussions as aforesaid within a period of 30 days, then the Consultant shall take up the dispute / grievance with Cochin Shipyard.

All representations to this Committee shall be addressed to the nodal officer i.e., Company Secretary, Cochin Shipyard Limited, Kochi-15. The nodal officer would forward the submission to the Grievance Committee. The Grievance Committee would subsequently call the aggrieved parties, hold a hearing and settle the disputes.

30. SETTLEMENT OF DISPUTES:-

If the disputes are still not resolved by the outcome of Grievance Redressal Mechanism or after 60 days from the submission of Grievance to Grievance Committee, then the matter will be referred for arbitration. Arbitrator to be mutually decided by the Client & Consultant in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made there under including any modifications, amendments and future enactments thereto. The seat and venue for the Arbitration will be Ernakulam Language of the arbitration shall be English and the decision of the sole Arbitrator shall be final and binding on both the parties. The Parties shall share the costs of such arbitration equally unless otherwise awarded or fixed by the arbitrator. Unless otherwise provided in the arbitral award, the arbitral tribunal shall award, provide a speaking and reasoned award and shall state the reasons on which it is based.

31. JURISDICTION:-

All questions, disputes or differences arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of the Courts at Ernakulam, Kerala, India.

32. PERSONAL PARTICULARS:-

The Consultant shall provide to the Client all information pertaining to the nationality and antecedents of the personnel that he wishes to employ at site. The Client shall have the right to approve or reject employment of any particular individual at site without assigning any reason. And the Consultant shall be responsible to replace the individual (s) with other (s) of comparable competence acceptable to the Client.

33. WORKING HOURS: -

The normal working hours for CSL is 08:00 hours to 16:20 hours. Apart from the CSL declared holidays, all Sundays and 2nd & 4th Saturdays of every month are holidays. Consultant shall follow the above timings. Work on holidays can be discussed with client & planned as necessary.

IN WITNESS WHERE OF the parties hereto have caused this Agreement to be executed the day and year stated above.

(AUTHORIZED REPRESENTATIVE OF THE CLIENT)

Signature_____

Name: _____

Designation: _____

Address: **M/s Cochin Shipyard Limited, Kochi – 15
Kerala, India**

In the presence of:

Signature_____

Name: _____

Designation: _____

Address: **M/s Cochin Shipyard Limited, Kochi – 15
Kerala, India**

(AUTHORIZED REPRESENTATIVE OF THE CONSULTANT)

Signature_____

Name: _____

Designation: _____

Address: _____

In the presence of:

Signature_____

Name: _____

Designation: _____

Address: _____