

COCHIN SHIPYARD LIMITED
(A Government of India Enterprise)



**REQUEST FOR PROPOSALS
FOR O&M ARRANGEMENT FOR PHASE-I OF ISRF AS PART OF SHIP REPAIR CLUSTER
DEVELOPMENT AT KOCHI**

(Ref. No CSL/SRP/126/2024 dated 05.09.2024)

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Cochin Shipyard Ltd.

NOTICE

S.No.	ITEM	PARTICULARS
1	Reference number and Date	CSL/SRP/126/2024 dated 05.09.2024
2	Inviting Authority	Cochin Shipyard Limited ("CSL")
3	Name of the Project	Request for Proposals for O&M Arrangement for Phase-I of ISRF as part of the Ship Repair Cluster Development at Kochi
4	Place of availability of Bid Documents (<i>defined below</i>)	Official Website of CSL: https://cochinshipyard.in Central Public Procurement Portal ("CPPP"): https://eprocure.gov.in
5	Nature of Bid Process	Two Step 1. Technical Bid 2. Financial Bid
6	Bid Validity Period	180 (One hundred and eighty) days from the Bid Due Date (<i>as defined below</i>)
7	Last date and time of receipt of the Bid (Bid Due Date)	05.11.2024: 1500 hours IST
8	Date and time of opening of Part I of the bid (Pre-Qualification Information)	07.11.2024
9	Date and time of opening of Technical Bid	21.11.2024
10	Date and time of opening of Financial Bid	To be communicated to Bidders who satisfy technical criteria as set out under Part II: Technical Bid of this RFP
11	Address for submitting Bids	Cochin Shipyard Limited, Ship Repair Planning Department P.O Bag No. 1653, Perumanoor P. O, Kochi Kerala, India Pin – 682015
12	Contact Details	Email - sureshbabutc@cochinshipyard.in Tel – 0484 2501581

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DISCLAIMER

1. This RFP (*defined below*) has been issued by CSL and has been issued only to the prospective Bidder(s) (*defined below*). This RFP has been prepared for the purpose of selection, by CSL, of the operation and maintenance entity ("**O&M Entity**") to provide Ship Repair and/or Maintenance Services (*defined below*) to CSL by way of utilisation of the Phase-I Facilities (*defined below*), as further detailed herein. The information contained in this RFP, as well as any other information provided to the Bidder(s) in connection with the aforesaid purpose, whether verbally or in writing or in any other form, by or on behalf of CSL, is provided to the Bidder(s) on the terms and conditions set out in this RFP.
2. This RFP document has not been filed, registered or approved in any jurisdiction, and constitutes neither an agreement nor an offer by CSL to the prospective Bidder(s) or any other Person (*defined below*). The sole and limited purpose of this RFP is to provide interested parties with information that may be useful to them in making their Bid(s) (*defined below*) pursuant to this RFP. This RFP may not be appropriate for all Persons, and it is not possible for CSL, its employees, officers, advisors, consultants, contractors, servants and/or agents to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. Each Bidder is encouraged to, conduct its own investigations and analyses as regards the assumptions, assessments, statements and information, including details of applicable rates, cesses and taxes, duties, applicable statutory laws and provisions contained in this RFP, and obtain independent advice from appropriate sources, if deemed necessary.
3. CSL expects to evaluate and select the O&M Entity in relation to Phase-I strictly in accordance with this RFP and on the basis of the Bid(s) submitted by the Bidders. CSL reserves the right to update, supplement, withdraw and/or amend the procedures (including the time-table) relating to the Bid Process (*defined below*) and/or any information contained herein, reject any, or all, of the Bids. CSL does not undertake to accept the lowest/highest Bid, or indeed any Bid.
4. The possession or use of this RFP in any manner contrary to the intended usage detailed herein above, or contrary to any Applicable Law (*defined below*) is expressly prohibited. This RFP shall not be reproduced or communicated, in whole or in part, and its contents shall not be distributed in written or oral form without prior written permission from CSL. Under no circumstances shall CSL or its employees, officers, advisors, consultants, contractors, servants and/or agents incur any liability arising out of, or in respect of, the issue of this RFP, the contents thereof, or the selection procedure thereafter.
5. Information provided in this RFP to the Bidder(s) has been collated from several sources, some of which may depend upon the interpretation of the Applicable Law (*defined below*). The information given is not intended to be an exhaustive account of statutory requirements. The Bidder(s) are required to inform themselves about the legal and regulatory requirements enshrined under Applicable Law and shall observe all applicable legal and regulatory requirements concerning the submission of the Bid.
6. Nothing contained in the RFP shall be considered as an assurance, representation or guarantee of any amount of business or prospect of business. The Bidder(s) are advised to undertake independent studies and exercise due diligence before relying on the data, projections (including projections and timelines) and other details contained in the RFP or as may be provided by CSL, during the Bid Process, and before submitting their respective Bid(s) in response to this RFP.

7. Nothing in this RFP shall be construed as legal, financial or tax advice. CSL shall not be liable for any costs and expenses, however so incurred by the Bidder(s) in connection with the preparation and submission of the Bid(s), including but not limited to, costs associated with attending meetings for clarifications, Site inspections and visits etc., irrespective of the ultimate result of the Bid Process. No Bidder shall be entitled to make any claims for any cost or expense, or seek any extension on the grounds that insufficient information was given in the RFP, or that the relevant Bidder was not conversant with the conditions prevailing at the Site, irrespective of the inspection of the Site, or any difficulties that may be encountered during the course of the works related to Phase-I (*defined below*).
8. Before submitting the Bid pursuant to this RFP, the Bidder(s) shall conduct a careful examination and an independent evaluation of the Site and the scope of the works related to Phase-I, at their own costs, to determine the nature and extent of the difficulties, costs, risks and hazards that are likely to arise or may be faced by them, and the Applicable Laws, rules, regulations, directions, guidelines etc. as may be applicable, in order to implement the works related to Phase-I as set out under this RFP. In this regard, the Bidders are requested to study and exercise due diligence on their part, before submitting their respective Bid(s). Neither the information set out in this RFP nor any other written or oral information provided by CSL or any of its employees, directors, officers, agents, servants, advisors, and/or consultants is intended to form the basis of, or any inducement for, submission of any document or information or the Bid by any Bidder or any decision to enter into any contract with CSL.
9. Distributing or taking/sending/dispatching/transmitting this RFP in certain foreign jurisdictions may be restricted by law, and entities into whose possession this RFP comes, should inform themselves about, and observe, any such restrictions. Neither CSL, nor its directors, employees, agents, consultants, representatives, contractors and/or advisors, shall be liable for any damages, whether direct or indirect, incidental, special or consequential, including loss of revenue or profits that may arise from or in connection with the use of this RFP or due to participating in the Bid Process, or on account of any decision taken by CSL in connection with the Bid Process.
10. Each Bidder is prohibited from any form of collusion or arrangement with another Bidder (or its advisors or consultants) in an attempt to influence the Bid Process. The giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any professional advisors, affiliates, directors, employees, agents or representatives of CSL or to any other person in a position to influence the decision of CSL for showing any favour or forbearing any action in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as CSL may deem proper, including but not limited to immediate disqualification and rejection of the Bid of the Bidder (including the Preferred Bidder) and forfeiture of its Bid Bond.
11. The issue of this RFP does not imply that CSL is bound to award Phase-I to any Bidder, and CSL reserves the right to: (a) reject all or any of the Bids, and/or (b) modify, cancel or re-issue the RFP or any associated documents, or any information contained therein, in each case, without assigning any reasons whatsoever, and the Bidder(s) or any other Person will not have any claim against CSL in this regard. No communication, in whatever form, shall be construed to be a part of, or supersede this RFP unless an amendments / corrigenda, in writing, is issued to all Bidders by CSL.
12. This RFP and all the Bidder(s) participating in the Bid Process shall be governed by the laws of India, without having regard to the principles of conflict of laws. The courts at Ernakulam, India shall have the exclusive jurisdiction in relation to any disputes arising from this RFP. However,

nothing herein contained shall limit the rights of CSL, to initiate legal proceedings before any other court having jurisdiction under the Applicable Laws.

13. Each Bidder's acceptance of delivery of this Disclaimer constitutes its agreement to, and acceptance of, the terms set forth in this RFP.
14. Any data, projections and other details contained in this RFP, including but not limited to those contained in any other document attached hereto or provided separately to the prospective Bidders, may vary and/or may not remain valid. The Bidders are advised to undertake independent studies and exercise due diligence before relying on the data, projections and other details contained in the RFP or as may be provided by CSL during the process and before submitting their respective Bid in response to this RFP. CSL accepts no liability for: (a) any errors or inaccuracies in any data, projections and other details set out in this RFP; (b) any conclusion that a Bidder may draw from such data, projections and other details set out in this RFP; (c) any reliance a Bidder may place on such data, projections and other details set out in this RFP; or (d) the effect of current or future events on such data, projections and other details set out in this RFP.


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DEFINITIONS

The words and expressions beginning with capital letters and defined in this RFP shall, unless repugnant to the context, have the meaning ascribed thereto hereinafter. Unless the context otherwise requires, expressions not defined in this RFP, but defined in the O&M Agreement (*as defined below*) shall have the meaning assigned thereto in the O&M Agreement. In this RFP, unless the context otherwise requires, the words importing singular shall include plural and *vice versa*.

Defined Terms	Meaning of Defined Terms
"Annual Fee"	shall have the meaning assigned to such term in Clause 8.3 of Section I of this RFP read with Clause 4.1 of Section III of this RFP.
"Applicable Law"	means all statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders by any Government, including any laws brought into force and effect by the Government, including judgements, decrees, injunctions, writs and orders of any court of record.
"Associate"	means, in relation to a Bidder, a Person who Controls, or is Controlled by, or is under the common Control of, such Bidder.
"Berthage and Facilitation Charges"	shall have the meaning assigned to such term in Clause 8.5 of Section I of this RFP.
"Bid"	means a valid, final and binding offer, which includes the Technical Bid, the Financial Bid and the Pre-Qualification Information, submitted by a Bidder in response to and on the terms and conditions contained in this RFP.
"Bid Bond"	means the bank guarantee(s) required to be provided by each Bidder in accordance with the provisions of Clause 1.2 of Section III of this RFP.
"Bid Documents"	shall have the meaning assigned to such term in Clause 1.1 of Section II of this RFP.
"Bid Due Date"	shall have the meaning assigned to such term in Clause 1.6 of Section II of this RFP.
"Bid Process"	means the process of submission of a Bid, as envisaged under Clause 1.5 of Section II of this RFP.
"Bid Validity Period"	shall have the meaning assigned to such term in Clause 2.1 of Section II of this RFP.
"Bid Value"	shall have the meaning assigned to such term in Clause 4 of Section III read with Clause 1.2 of Section IV of this RFP.
"Bidder"	means a body corporate/entity that submits a final, valid and binding Bid, on the terms and conditions contained in this RFP.
"Compound Annual Growth Rate (CAGR)"	means annualized average rate of growth between any two given periods assuming growth takes place at an exponentially compounded rate.
"Control"	means: <ul style="list-style-type: none"> (a) with respect to a body corporate or company: <ul style="list-style-type: none"> (i) the ownership, directly or indirectly, of more than 50% (fifty per cent) of shares or other ownership interest of such person; or (ii) as defined under the (Indian) Companies Act, 2013; and (b) with respect to a Person not covered under item (a): <ul style="list-style-type: none"> (i) the ownership, directly or indirectly, of more than 50% (fifty per cent) of ownership interest of such Person; or

<i>Defined Terms</i>	<i>Meaning of Defined Terms</i>
	(ii) the power to direct the management and policies of such Person, whether by operation of law, or by contract or otherwise. The terms “Controlled”, “under common Control” and “Controls” shall be construed accordingly.
“CoPT”	means Cochin Port Trust, presently known as Cochin Port Authority
“CSL”	means Cochin Shipyard Limited.
“CSL Exclusive Matters”	shall have the meaning assigned to such term in Clause 7.2 of Section I of this RFP.
“DPR”	means detailed project report.
“Dry Dock (DD)”	shall have the meaning assigned to such term in Clause 4.1 of Section I of this RFP.
“DWT”	means deadweight tonnage.
“Financial Bid”	shall have the meaning assigned to such term in Clause 1.5 of Section II of this RFP.
“Financial Year”	means the period commencing from April 1 of a year and expiring on March 31 of the succeeding year. The first Financial Year in respect of the O&M Agreement shall mean the period commencing from the date of execution of the O&M Agreement, until March 31 of year, succeeding the above date.
“Floating Dry Docks” (FDD)	means a type of pontoon for dry docking ships, possessing floodable buoyancy chambers and a “U”-shaped cross-section.
“GoI”	means Government of India.
“Government”	means the government of any country to whose jurisdiction the Bidder and/or CSL are subject, and any local or other authority in any country in which the business and/or operations of the Bidder are conducted, and shall include, without limitation, any government or quasi-government authority, statutory authority, taxation authority, government agency, commission, board, tribunal, court or authority or other law, rule or regulation-making entity or any state or other subdivision thereof, or any municipality, provincial, district or other subdivision thereof; or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government; or any self-regulatory organization having jurisdiction on the Bidder and/or CSL.
“Government Instrumentality Authority”	means GoI and the State Government of Kerala and shall include, without limitation, any government or quasi-government authority, statutory authority, taxation authority, government agency, commission, board, tribunal, court or authority or other law, rule or regulation-making entity or any state or other subdivision thereof, or any municipality, provincial, district or other subdivision thereof; or any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions thereof.
“H1 Bid”	shall have the meaning assigned to such term in Clause 1.2.2 (h) of Section II of this RFP.
“H1 Bidder”	shall have the meaning assigned to such term in Clause 1.2.2(h) of Section II of this RFP.
“ISRF”	shall have the meaning assigned to such term in Clause 3.1 of Section I of this RFP.
“IST”	means Indian Standard Time.
“Jetties”	means platform at the side of a ship where a ship takes berth at the port.

<i>Defined Terms</i>	<i>Meaning of Defined Terms</i>
“Length Overall” / “(LoA)”	means the maximum length of a vessel’s hull measured parallel to the waterline which length is taken into consideration while docking the ship and is a frequently used parameter for expressing the size of a ship.
“Letter of Intent” / “(LoI)”	means the letter to be issued by CSL to the Preferred Bidder communicating its intention, <i>inter alia</i> , to enter into a binding commitment with the Preferred Bidder in accordance with the terms of the O&M Agreement.
“Maritime Park”	shall have the meaning assigned to such term in Clause 3.2 of Section I of this RFP.
“MOU”	means memorandum of understanding.
“Nautical Miles (NM)”	means a unit of measure of distance at sea; 1 NM = 1852 meters.
“Net Worth”	means the aggregate value of the subscribed and paid-up share capital, on a fully diluted basis, of a Bidder, and its free reserves and securities premium account excluding the revaluation reserves, <i>minus</i> the following: <ul style="list-style-type: none"> (a) accumulated losses; (b) intangible assets; and (c) miscellaneous expenditure not written off. <p><i>Provided that, in case of limited liability partnerships (as defined under the (Indian) Limited Liability Partnership Act, 2008) or partnerships, “Net Worth” shall mean the paid-up capital of such entity, and its free reserves and securities premium account excluding revaluation reserves, minus the following: (i) accumulated losses, (ii) intangible assets, and (iii) miscellaneous expenditure not written off.</i></p>
“O&M Agreement”	means: (a) if the Preferred Bidder is an entity incorporated in India, the agreement that shall be entered into between CSL and the Preferred Bidder; or (b) if the Preferred Bidder is an entity incorporated outside India, the agreement that shall be entered into between CSL, the Preferred Bidder and the special purpose vehicle that shall be incorporated by the Preferred Bidder in accordance with Clause 1.7 of Section II of this RFP , which agreement shall incorporate the terms of the draft O&M Agreement, as set out under Appendix 9 of this RFP.
“O&M Entity”	shall have the meaning assigned to such term in the Disclaimer of this RFP.
“OEM”	means the original equipment manufacturer.
“Person”	shall mean any natural person, limited or unlimited company, corporation, partnership, (whether limited or unlimited), proprietorship, trust, union, association, Government or any agency or political sub-division therefor or any legal entity that may be recognised as a ‘person’ under Applicable Law.
“Phase-I”	shall have the meaning assigned to such term in Section I of this RFP.
“Phase-II”	shall have the meaning assigned to such term in Section I of this RFP.
“Pre-Bid Conference”	shall have the meaning assigned to such term in Clause 4.1 of Section II of this RFP.
“Preferred Bidder”	means the Bidder selected by CSL upon evaluation of the Bids received pursuant to the Bid Process conducted in accordance with this RFP.
“Pre-Qualification Criteria”	shall refer to the pre-qualification criteria as set out in Part I of Section III of this RFP.
“Pre-Qualification Information”	shall have the meaning assigned to such term in Clause 1.5 of Section II of this RFP.

<i>Defined Terms</i>	<i>Meaning of Defined Terms</i>
“RBI”	Reserve Bank of India.
“Revenue Share Percentage”	shall have the meaning assigned to such term in Clause 8.4 of Section I read with Clause 4.1 of Section III of this RFP.
“RFP”	means this request for proposals for O&M Arrangement for Phase-I of ISRF as part of the ship repair cluster development at Kochi, bearing reference number CSL/SRP/126/2024, issued by CSL, dated 05.09.2024, as may be modified, altered, amended and clarified, in addition with any appendices, schedules, etc. thereto, and including any clarifications, amendments / corrigenda etc. issued by CSL in accordance with the terms hereof.
“SBI MCLR”	means the marginal cost of lending rate as published by the State Bank of India from time to time.
“Ship Lift and Transfer System”	shall have the meaning assigned to such term in Clause 3.2 of Section I of this RFP.
“Ship Repair and/or Maintenance Services”	means ship repair and/or maintenance services including but not limited to manpower management, industrial relations management, procurement of consumables, payables management, major maintenance, routine maintenance, corrective maintenance, preventive maintenance and any other services that are incidental to the same. For the avoidance of doubt, it is clarified that the Ship Repair and/or Maintenance Services shall not include operation & maintenance of the Ship Lift and Transfer System, which shall be undertaken by CSL.
“Site”	means the site, situated at ISRF wherein the Phase-I Facilities are located (further details of which are set out under the O&M Agreement) and as described in greater detail in Appendix 10 B of this RFP.
“Standard Templates”	shall have the meaning assigned to such term in Clause 6.2 of Section I of this RFP.
“Subsidiary”	shall have the meaning assigned to such term in the (Indian) Companies Act, 2013.
“TAT”	means turnaround time for completing repair of ships.
“Technical Bid”	shall have the meaning ascribed assigned to such term in Clause 1.5 of Section II of this RFP.
“Turnover”	with reference to any given Financial Year, all income and revenue from all operations, including without limitation, through sale, supply, distribution of goods, provision of services, in each case, before any taxes or expenses, and in each case determined in the consistent with generally applicable accounting principles in India but shall not include any security deposits.
“USD”	means United States Dollar.
“WCC”	means Work completion certificate.
“Wet Berth”	means Jetty space developed by CSL at the ISRF for berthing of ships more specifically mentioned at Appendix 10 A of this RFP.
“Work Stations”	means dedicated stations used for storage of vessels outside of water typically on cradles or racks.


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SECTION I: BASIC INFORMATION

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1. INDIA'S SHIP REPAIR INDUSTRY

- 1.1. The Indian ship repair industry plays a vital role in supporting the nation's maritime sector, which includes both commercial shipping and defence. The ship repair industry has seen a significant growth in recent years due to an increased demand for ship repair and maintenance services from domestic and international vessels. India's strategic geographical location along major shipping routes in the Indian Ocean makes it an ideal hub for ship repair and maintenance activities. India enjoys a strategic location on the global shipping routes *i.e.*, around 7-9% of the global trade is facilitated through 300 (three hundred) NM³ of coastline and hence the country has tremendous potential for becoming a major global ship repair and maintenance hub. India owns a substantial fleet of ships, both in the commercial and defence sector, with the Indian-owned commercial fleet strength standing at over 1500 (one thousand and five hundred) as of December 2022. Indian naval force consists of approximately 130 (one hundred and thirty) ships and submarines, and plans to have a force level of over 200 (two hundred) ships and submarines by 2037, thus presenting a significant domestic demand for ship repair and maintenance activities. Additionally, the Indian ship repair and maintenance market is estimated to grow at 8-10% CAGR over the next decade.
- 1.2. Opportunities for growth in the Indian ship repair and maintenance industry are substantial, given the increasing global maritime traffic and the need for regular maintenance of aging fleets. By leveraging its strategic location, enhancing infrastructure, and implementing supportive policies, India aims to position itself as a leading destination for ship repair and maintenance services in the coming years. Except for a few major shipyards, most of the other yards have a limited ship repair and maintenance ecosystem and supporting market infrastructure to capture market potential. Currently, it is estimated that more than 30% (thirty per cent) of vessels within India's addressable market are being serviced by other global drydocks, due to constraints in infrastructure, TAT etc.

2. DEVELOPMENT OF SHIP REPAIR CLUSTER

- 2.1. Under Maritime India Vision (MIV) 2030, Kochi region in Kerala has been prioritized for setting up India's first ship repair cluster, considering the robust and vibrant existing ship repair eco-system at Cochin shipyard. Additionally, the GoI has entrusted CSL with the responsibility of leading the ship repair cluster development efforts in India.
- 2.2. CSL, a Miniratna public sector undertaking, is a listed Schedule 'A' company located in Kochi, with over 70% (seventy per cent) of the stake held by the GoI. CSL is a leading operator in the overall Indian shipbuilding and ship repair market including defence and commercial vessels. CSL has built more than 150 (one hundred and fifty) vessels and has completed around 2,500 (two thousand and five hundred) ship repair and conversion projects, including that of aircraft carriers and other projects for commercial, defence, domestic and international customers. CSL has also built India's first indigenous aircraft carrier and is currently the largest ship repairer in India.
- 2.3. The main shipyard of CSL is located at Kochi, which includes, *inter alia*, a repair dock of size 270 x 45 x 12 meters that can accommodate vessels upto 1,25,000 (one million twenty five thousand) DWT and building dock of size 255 x 43 x 9 meters that can accommodate ships up to 1,10,000 (one million and ten thousand) DWT ("Kochi Unit") and is the largest such facility in India. CSL also owns the following ship repair and maintenance units across the eastern and western coast of India:
- i. International Ship Repair Facility at Cochin Port, Kochi;

SECTION I: BASIC INFORMATION

- ii. CSL Mumbai ship repair unit at Mumbai Port, Mumbai (“CMSRU”);
- iii. CSL Kolkata ship repair unit at Syama Prasad Mookerjee Port, Kolkata (“CKSRU”); and
- iv. CSL Andaman & Nicobar ship repair unit at Marine Dockyard, Port Blair (“CANSRU”).

(For the purpose of this RFP, CMSRU, CKSRU and CANSRU are individually referred to as “Other CSL Repair Unit” and collectively referred to as “Other CSL Repair Units”).

Further, CSL has also set up two wholly owned subsidiaries, Hooghly Cochin Shipyard Limited, situated at Howrah, West Bengal, (“HCSL”) and Udupi Cochin Shipyard Limited (“UCSL”), situated at Udupi, Karnataka as part of its overall efforts towards increasing the ship building and ship repair infrastructure in India. Additional details with respect to CSL can be accessed at www.cochinshipyard.in.

3. INTERNATIONAL SHIP REPAIR FACILITY, KOCHI

- 3.1. CoPT had invited bids for the development and operation of an international ship repair facility, at Willingdon Island, Kochi bearing reference number CP/T-1589/2012 – C dated May 25, 2012. CSL submitted a response to the same which was accepted by CoPT vide letter of award bearing reference number CP/T-1589/2012 dated September 19, 2012. Thereafter, an agreement dated December 12, 2012 was entered into between CoPT and CSL for the development and operation of an international ship repair facility, having an aggregate land area of 8.12 hectares, at Willingdon Island, Ernakulam District, Kochi (“ISRF”).
- 3.2. The ISRF is presently comprised of (i) Phase-I Facilities, as more particularly described under **Appendix 10 A** of this RFP; (ii) a 6000 tonnage, state-of-the art ship lift and transfer system for hoisting, lifting and moving vessels up to 130 x 25 metres LoA from water onto land or vice versa and/or transfer of such vessels to the Work Stations (“**Ship Lift and Transfer System**”); (iii) a total wet berth of 1350 (one thousand and three hundred and fifty) meters approximately; and (iv) a maritime park (“**Maritime Park**”) and other allied facilities, assets and infrastructure, as may be expanded, augmented, enhanced by CSL, at its sole discretion from time to time. A detailed layout of the ISRF has been set out under **Appendix 10 B** for the ease of reference of Bidders.
- 3.3. The ISRF has been conceptualized by CSL with the dual objectives of decongesting the existing ship repair eco-system at the Cochin shipyard and focusing on further business opportunities both in the private commercial space and the defence space. With rapid growth expected in the ship repair and maintenance market in the upcoming 8-10 years, CSL has initiated development of the ISRF to cater to the existing vessel repair demand as well as service the anticipated growth in the ship repair and maintenance segment.
- 3.4. In defence repairs, CSL has a long-standing relationship with the Indian Coast Guard and Indian Navy. CSL has entered into a MOU with the Southern Naval Command (SNC), Indian Navy to ensure prompt availability of docking facility and emergency docking support to naval vessels. CSL has also entered into several commercial arrangements with various Government Instrumentalities (including Union Territory of Lakshadweep) for providing ship repair and/or maintenance services of vessels owned and/or operated by such Government Instrumentalities. CSL is desirous of leveraging its relationship with various Government Instrumentalities for the rapid growth and augmentation of the ISRF.

SECTION I: BASIC INFORMATION

- 3.5. The ISRF has already received widespread positive response in the global maritime industry and is well positioned to emerge as the hub for ship repair and maintenance services in Asia. Various globally renowned firms in the maritime industry have already partnered with CSL for setting up their units within the Maritime Park and other firms have evinced interest to commence operations in the Maritime Park shortly.

4. PURPOSE OF THE RFP

- 4.1. The ISRF is favourably poised to host India's first ship repair cluster considering its strategic location vis-à-vis the international sea route and proximity to the existing ship repair eco-system in Kochi. For the ISRF to operate in sync with latest technology and attain globally competitive efficiency and TAT, CSL intends to onboard a global ship repair player to be associated with the development and operation of the ISRF. CSL proposes to develop the ISRF in the following 2 phases: Purpose of this RFP is to establish an O & M arrangement for phase I of ISRF as part of Ship Repair cluster development at Kochi.

Phase-I: means collectively: (a) operation and maintenance of the Phase-I Facilities by the O&M Entity; and (b) provision of Ship Repair and/or Maintenance Services by the O&M Entity to CSL (which would be provided to prospective clients pursuant to relevant contracts between CSL and such prospective clients, wherein such Ship Repair and/or Maintenance Services would be undertaken by the O&M Entity in accordance with the O&M Agreement), by way of utilization of the Phase-I Facilities, on revenue sharing basis, as more particularly described under the O&M Agreement.

For the avoidance of doubt, it is clarified that Ship Repair and/or Maintenance Services shall not include operation & maintenance of the Ship Lift and Transfer System situated at the ISRF, which shall be undertaken by CSL.

For the purposes of this RFP:

"Phase-I Facilities" means collectively:

a) Work Stations :

- 6 Nos (04 work stations to accommodate vessels of size up to 130 meters x 25 meters and 02 work stations to accommodate vessels of length 65 meters.

b) Dry Dock:

- 1 No. Size 66 meters x 12.5 meters x 4 meters;

c) Wet Berths (To be allotted based on requirement and availability) :

- Jetty 1- 277meters x 29meters,
- Jetty 2- 537meters x 15meters (Double side berthing)

d) 50 (fifty) Tonne bollards: 51 (fifty one) Nos.

e) 100 (one hundred) Tonne bollard : 1 (one) No

f) Jetty cranes :

- Jetty 1: Travelling tower crane 11.8 Tonne @ 25 meters / 6.7Tonne @ 40 meters.
-1 (one) No

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g) Work Station cranes:

- North work station - Travelling tower crane 11.8 Tonne @ 25meters / 6.7Tonne @ 40 meters - 1 (one) No
- South Work station - Travelling tower crane 11.8 Tonne @ 25meters / 6.7Tonne @ 40 meters - 1 (one) No

h) Dry Dock Tower crane : 5 Tonnes capacity -1 (one) No

i) Service facilities

- Compressed air facility
- CO₂ distribution system
- Oxygen distribution system
- Acetylene distribution system
- Fire protection system
- Fresh water and industrial water distribution system
- Main electrical sub-station – 1(MES 1)
- Main electrical substation - 2 (MES 2)
- Main electrical substation - 3(MES 3)

j) Workshops:

- Main workshop (5 bays)
- Carpentry shed
- Combined structural workshop
- Sawing shed
- Paint store

k) Allied facilities:

- Effluent Treatment Plant (ETP)
- Sewage Treatment Plant (STP)
- Fire station, Medical centre, Southern part of Canteen, High mast lights, Security cabins, Internal roads, Toilet blocks etc.

Note:

(i) Phase I facilities are more particularly described under **Appendix 10 A** of this RFP.

(ii) ‘**6 Work Stations**’ shall refer to the 6 (six) Work Stations situated at ISRF, which have been designed, developed, financed and commissioned by CSL.

(ii) “**Dry Dock**” shall refer to the operational Dry Dock at ISRF.

Bidders are advised to conduct assessment and estimation of the market size and potential prior to submission of their proposal.

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Phase-II: means collectively: (a) proposed design, construction, development, financing, operation and maintenance of Phase-II Facilities; and (b) providing Ship Repair and/or Maintenance Services to prospective clients by CSL itself or through any person by way of utilization of the Phase-II Facilities. Further details with respect to Phase-II have been set out under **Clause 10 of Section I** of this RFP.

For the purposes of this RFP:

"Phase-II Facilities" shall refer to the 10 additional Work Stations situated at the ISRF and other associated assets, infrastructure and facilities.

For the avoidance of doubt, it is expressly clarified that the 10 additional Work Stations to be developed under Phase-II are separate and distinct from the 6 Works Stations developed by CSL as part of the Phase-I Facilities (while such 10 additional work stations under Phase-II Facilities may be located adjacent to the 6 Work Stations under Phase-I Facilities). These additional 10 workstations shall be progressively built up and operated by using the existing Ship Lift & Transfer System).

5. PHASE-I

- 5.1. An experienced party with well-established credentials in the field of ship repair and/or maintenance shall be on-boarded as the O&M Entity for providing Ship Repair and/or Maintenance Services to prospective clients for and on behalf of CSL by way of utilization of the Phase-I Facilities and operating and maintaining the Phase-I Facilities, on revenue sharing basis, subject to and in accordance with the terms of the O&M Agreement.
- 5.2. The selection of the O&M Entity would be carried out through this RFP, which sets out various parameters for selection of the Preferred Bidder including experience, capability and intention to share a long-term association with CSL. Within 45 (forty-five) days of issuance of the LoI, the Preferred Bidder shall execute the O&M Agreement in accordance with **Clause 1.3.6 of Section IV** of the RFP, which shall be valid for a period of 30 (thirty) years, unless extended or terminated as per the terms and conditions of the O&M Agreement.
- 5.3. The Phase-I Facilities shall be used for repair and/or maintenance of vessels up to 130 (one hundred and thirty) meters LoA and up to 6000 (six thousand) tonnes. The Phase-I Facilities shall be handed over to the O&M Entity by CSL, subject to and in accordance with the terms of the O&M Agreement. On and from the date of handover, the O&M Entity shall be exclusively responsible for operating and maintaining the Phase-I Facilities. Further, the O&M Entity shall be responsible for operationalizing the Phase-I Facilities for providing Ship Repair and/or Maintenance Services to clients for and on behalf of CSL. For avoidance of doubt, it is expressly stated that CSL shall not be responsible for undertaking operation and maintenance of the Phase-I Facilities subsequent to the handover of the Phase-I Facilities to the O&M Entity.
- 5.4. Subject to **Clause 5.5 of Section I**, the O&M Entity will be required to undertake end-to-end (E2E) operations of the Phase-I Facilities which shall include but not be limited to setting up of necessary shop facilities, equipment, machinery, systems and processes at the Phase-I Facilities for providing efficient and timely Ship Repair and/or Maintenance Services of global service standards to clients.
- 5.5. The O&M Entity shall be entitled to avail of the Ship Lift and Transfer System for the purposes of providing Ship Repair and/or Maintenance Services to clients for and on behalf of CSL. However, it is to be noted that the Ship Lift and Transfer System would be operated by CSL and shall remain under CSL's control for the entire term of the O&M Agreement. Further, CSL shall be responsible for: (a) block arrangement and lifting of the vessels onto the Ship Lift and Transfer System; (b) transportation and positioning of the ship at the allocated Work Station for repairs; (c)

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transportation and positioning of the vessel back on the Ship Lift and Transfer System post repairs; (d) lowering of the vessel back into water; (e) block arrangement and docking /undocking of vessels in the Dry Dock; and (f) afloat movements of the vessels at ISRF. For avoidance of doubt, it is clarified that the O&M Entity shall not be required to operate the Ship Lift and Transfer System at the ISRF.

- 5.6. The Site along with the Phase-I Facilities shall be licensed to O&M Entity on a non-exclusive, 'as-is-where-is' condition for peaceful occupation and operation of the O&M Entity, as set out in detail under the O&M Agreement. The license so granted by CSL to the O&M Entity shall be effective from, the earlier of: (i) 90 (ninety) days from the date of issuance of the Lol; or (ii) the date of commencement of commercial operations by the O&M Entity.
- 5.7. Any other assets/facilities / infrastructure pre-existing with CSL at the ISRF and/or otherwise, which have not been included within the ambit of Phase-I Facilities shall remain under CSL's control, and shall be operated and maintained by CSL. CSL, may in its sole discretion make available such asset/facility/infrastructure to the O&M Entity for providing Ship Repair and/or Maintenance Services to clients (for on behalf of CSL).
- 5.8. For the avoidance of doubt, it is clarified that selection of the Preferred Bidder pursuant to this RFP shall be only with regard to Phase-I.

6. BUSINESS MODEL IN RESPECT OF SHIP REPAIR OPPORTUNITIES PROCURED BY THE O&M ENTITY FOR PHASE-I

- 6.1. Subject to the provisions of the O&M Agreement, the O&M Entity shall be responsible for identifying emerging business opportunities in the ship repair and/or maintenance space, undertaking business development with prospective clients, developing suitable strategies for client handling, end-to-end (E2E) conceptualization of ship repair and/or maintenance projects (including but not limited to formulation of business strategy, commercial planning, project wise cost estimation, financial modelling, project planning), associate with CSL for allocation of slots at Phase-I Facilities, execution, settlement and closure of ship repair and/or maintenance projects. Based on project-wise cost estimation, the O&M Entity shall be responsible for submitting commercially sound bids/offers (as concurred by CSL) to clients in respect of ship repair and/or maintenance projects, for and on behalf of CSL. For avoidance of doubt, it is expressly clarified that the bids will be submitted by the O&M Entity in the name of CSL and final decision with respect to submission of bids in relation to ship repair and/or maintenance projects shall vest with CSL.
- 6.2. The O&M Entity and CSL shall jointly develop standard templates of contracts to be entered into between CSL and the clients which shall set out in a detailed manner the terms and conditions that shall govern the provision of Ship Repair and/or Maintenance Services to clients by the O&M Entity for and on behalf of CSL (by way of utilisation of Phase-I Facilities) for CSL's review and comments ("Standard Templates"). Any comments provided by CSL in respect of the Standard Templates shall be binding on the O&M Entity and the O&M Entity shall be required to factor the same into the Standard Templates.
- 6.3. The Standard Templates shall serve as the basis of commercial negotiations to be undertaken by the O&M Entity with prospective clients for and on behalf of CSL. Any material deviation from the terms of the Standard Templates proposed to be undertaken by the O&M Entity during the course of commercial negotiations with clients shall mandatorily require prior written approval of CSL.

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- 6.4. The O&M Entity shall ensure that the price point at which the Ship Repair and/or Maintenance Services are required to be made available to the clients by the O&M Entity (for and on behalf of CSL) shall be as per prudent market practice.
- 6.5. The O&M Entity shall be responsible for undertaking all modalities, processes and actions to facilitate execution of the commercial contracts between CSL and the clients. For the purposes of clarity, it is expressly stated that the commercial contracts shall be executed between CSL and the clients and the O&M Entity shall be responsible for executing the work orders that shall be placed by the clients on CSL, as per the terms of such contracts. The terms and conditions that shall govern the manner in which the O&M Entity shall execute such work orders shall be set out in detail in the O&M Agreement.
- 6.6. The O&M Entity shall be committed towards ensuring that the work orders raised by clients on CSL are executed in a time-bound, efficient, seamless and cost-effective manner so as to maximise client satisfaction.
- 6.7. In a scenario where the O&M Entity is not interested in: (a) participating in any bid for a ship repair and/or maintenance project; (b) pursuing any business opportunity / potential enquiry in relation to Ship Repair and/or Maintenance Services, for any reason whatsoever (such as non-availability of slots at the Phase-I Facilities), CSL reserves the right to bid for such ship repair and/or maintenance project, pursue such business opportunities / potential enquiry, as the case maybe, independently in its own name. The necessary work order in respect of these matters shall be executed by CSL on its own (or through any other person) at the Kochi Unit and/or the Other CSL Repair Units.
- 6.8. Notwithstanding anything contained in this RFP or otherwise, the O&M Entity is expressly prohibited from pursuing opportunities falling within the ambit of CSL Exclusive Matters under **Clause 7 of Section I** of this RFP.
- 6.9. **Invoicing / Revenue Sharing Mechanism**
- 6.9.1. In respect of ship repair and/or maintenance opportunities procured by the O&M Entity, clients shall place the work/purchase order on CSL, who shall forward the same to the O&M Entity for the purposes of execution of such work/purchase order at the Phase-I Facilities. Upon completion of the work /purchase order, the O&M Entity shall prepare an invoice and submit the same to CSL along with relevant underlying documentation.
- 6.9.2. Upon receipt of the invoice, CSL shall forward the invoice under its own name to the ship owner / client. Thereafter, the O&M Entity shall be solely responsible for settlement of the invoice and tracking the receivables. Reductions, if any, provided during the settlement shall be limited to 5% of the total invoiced value. Any reduction beyond 5% granted by the O&M entity during invoice settlement shall not be taken into account for calculation of the revenue share to CSL. The ship owner/client shall be required to remit the relevant amount against the invoice, on or before the due date of payment, to the designated account of CSL by way of electronic transfer. The O&M Entity shall not carry out any works directly or raise any direct invoices independently with the Owner. All invoices for work contracted for and/or carried out at the Phase -1 facility shall be routed through CSL only.
- 6.9.3. Within 30 (thirty) days of receipt of payment from the relevant ship owner / client in CSL's account in respect of a relevant invoice, CSL shall pay the O&M Entity a fixed percentage of the actual amount realized in CSL's account, net of Taxes, against such invoice. CSL shall be under no obligation whatsoever, to release any payments to the O&M Entity prior to the receipt of the

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invoiced amount in the designated account of CSL. The aforesaid fixed percentage share (i.e., Revenue Share Percentage) is a bid variable for the purposes of this RFP and shall be discovered through the Bid Process. The Revenue Share Percentage shall be greater than 0% (zero percent) and lesser than or equal to 95% (ninety five percent) of the total amount realized in CSL's account. For the avoidance of doubt, it is clarified that the aforesaid Revenue Share Percentage shall be applicable in respect of each invoice separately, as and when such amounts are received by CSL from the relevant client (and not on fixed periodical basis).

7. BUSINESS MODEL IN RESPECT OF CSL's MOU CONTRACTS / DEFENCE AND OTHER GOVERNMENT VESSELS FOR PHASE-I

7.1. CSL has entered into and may enter into in the future, contracts and/or memoranda of understanding with various organisations/Government Instrumentalities, pursuant to the terms of which CSL is under a continuing obligation to provide ship repair and/or maintenance services to such organizations/ Government Instrumentalities ("**Defence MoU/Contracts**"). In respect of such commitments, CSL shall have the sole and exclusive right to bid for and/or procure such ship repair and/or maintenance projects and finalise the necessary contractual arrangements and modalities with the concerned organizations/Government Instrumentalities.

7.2. In addition, all defence vessels belonging to the Indian Navy, Indian Coast Guard *etc.* would only be bid for and/or contracted by CSL, irrespective of the vessel length. For the avoidance of any doubt, it is clarified that CSL reserves the right to enter into binding commitment for ship repair and/or maintenance projects with various Government Instrumentalities (including the defence forces, Indian Coast Guard, island administrations, etc.) for the purposes of providing Ship Repair and/or Maintenance Services, irrespective of the vessel length.

*(Commercial Opportunities/arrangements as identified under Clauses 7.1 and 7.2 above are collectively referred to as "**CSL Exclusive Matters**" for the purposes of this RFP.)*

7.3. In respect of each CSL Exclusive Matter on a case-to-case basis, CSL shall consider on-boarding the O&M Entity for undertaking ship repair and/or maintenance projects of the vessels below 130 (one hundred and thirty) metres LoA, by way of utilization of the Phase-I Facilities, for and on behalf of CSL on mutual agreement. Accordingly, CSL may, from time to time, share proposals in relation to CSL Exclusive Matters, with the O&M Entity which shall set out in detail, *inter alia*, brief background of the relevant ship repair project, scope of work to be executed by the O&M Entity and the timelines within which the O&M Entity will be required to submit its price quote for undertaking such scope of work for and on behalf of CSL at the Phase-I Facilities.

7.4. Upon receipt of such proposal from CSL in accordance with **Clause 7.3 of Section I**, if the O&M Entity is desirous of executing such ship repair and/or maintenance project at the Phase-I Facilities, the O&M Entity shall confirm its willingness to CSL to undertake the requested scope of work and submit its price quote to CSL for executing such scope of work, within the timelines prescribed by CSL under the aforementioned proposal. Upon receipt of the price quote from the O&M Entity, CSL may seek to consult the O&M Entity in respect of the cost quoted by the O&M Entity for its respective scope of work.

7.5. If CSL and the O&M Entity fail to reach an agreement on the scope of work and the price quoted by the O&M Entity, in accordance with **Clause 7.4 of Section I**, within the timelines prescribed under the proposal (by CSL), for any reason whatsoever, then CSL reserves the right to bid for and/or procure such ship repair and/or maintenance project independently. In the event that such ship repair and/or maintenance project is awarded to CSL, CSL shall execute such ship repair and/or maintenance project on its own (or through any person), at the Kochi Unit and/or the Other CSL Repair Units.

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- 7.6. The final price bid/overall quote for any ship repair and/or maintenance project in respect of CSL Exclusive Matters would be determined by CSL in its sole discretion and in case, if CSL chooses to execute such project by utilizing the services of the O&M Entity, CSL shall be entitled to (at its sole discretion) add any margins and/or any other costs/amounts to the final financial quote agreed to between CSL and the O&M Entity, and accordingly, submit its final proposal to the relevant client.
- 7.7. For the avoidance of doubt, it is clarified that in the event that CSL chooses to execute such ship repair and/or maintenance project through utilizing the services of the O&M Entity as set out under this **Clause 7 of Section I**, and such project is awarded to CSL, necessary contractual arrangements would be entered into by CSL directly with the concerned client and the corresponding ship repair and/or maintenance works would need to be carried out at the Phase-I Facilities by the O&M Entity, acting for and on behalf of CSL, strictly in accordance with the price agreed between CSL and the O&M Entity in respect of such works.
- 7.8. In a scenario where CSL is required to provide emergency docking support to vessels which are owned and/or operated by Government Instrumentalities, Indian Navy and/or Indian Coast Guard ("**Vessels of National Importance**"), irrespective of whether such obligation arose pursuant to the terms of the Defence MoUs/ Contracts, any order /instruction issued by a Government Instrumentality or otherwise, CSL reserves the right to offload such obligation to the O&M Entity at all times during the term of the O&M Agreement. The O&M Entity shall be bound to provide emergency docking support by way of utilisation of the Phase-I Facilities to such Vessels of National Importance in accordance with the instructions issued by CSL/Government Instrumentalities in this regard. The price point as well as the detailed terms and conditions that shall govern the manner in which emergency docking support shall be provided by the O&M Entity to such Vessels of National Importance shall be mutually agreed between CSL and the O&M Entity. For the avoidance of doubt, it is expressly stated that the O&M Entity shall not be excused from providing emergency docking support to Vessels of National Importance on account of lack of availability of vacant slots at the Phase-I Facilities.
- 7.9. **Invoicing / Revenue Sharing**
- 7.9.1. Work orders in respect of CSL Exclusive Matters shall be raised directly by the relevant client on CSL and the O&M Entity would be required to execute the works at the Phase-I Facilities as per the agreed scope of work and the mutually agreed rates. Upon completion of the works, the O&M Entity shall raise the invoice in respect of its executed scope of work on CSL as per the mutually agreed rates. CSL shall raise the invoice on the ship owner in its own name. However, the O&M Entity shall participate in settlement of the invoice with the ship owner, if required by CSL. Invoice raised by the O&M Entity on CSL in respect of its executed scope of work would be settled by CSL directly with the O&M Entity.
- 7.9.2. It is further clarified that in case of works offloaded by CSL to the O&M Entity under the CSL Exclusive Matters, the price quote as finalised between CSL and the O&M Entity for such works prior to submission of the bid by CSL shall constitute the sole payment that the O&M Entity shall be entitled to receive in respect of such works. The O&M Entity would not be required to pay the Berthage / Facilitation Charges as set out under **Clause 8.5 of Section I** of this RFP in respect of work orders executed by the O&M Entity in relation to CSL Exclusive Matters.
- 7.9.3. In respect of the works pertaining to the CSL Exclusive Matters that have been offloaded to the O&M Entity by CSL, procurement of major equipment and spares for ship repair and/or maintenance would be undertaken by CSL and other items, e.g.: non-buyer nominated equipment and items such as pipes, valves, steel etc shall be procured by the O&M Entity. The exact division

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of responsibilities between the O&M Entity and CSL with respect to procurement of parts would be mutually decided by the O&M Entity and CSL prior to submission of the relevant bid by CSL. CSL also reserves the right to request the O&M Entity to procure any spares, if required, the costs for which shall be borne by CSL.

8. PAYMENTS REQUIRED TO BE MADE BY THE O&M ENTITY FOR PHASE-I

8.1. Set out below is an overview of the payments required to be made by the O&M Entity to CSL. Please note that this overview has been provided for ease of reference of the Bidders and the same is not exhaustive. All payments would be made in accordance with the O&M Agreement, and accordingly, the Bidders are encouraged to refer to the payment terms (*including the mechanism thereof*) as set out in detail under the draft O&M Agreement as set out under **Appendix 9** of this RFP.

8.2. **Upfront Fee:** The O&M Entity shall be required to pay a one-time, non-refundable fixed fee prior to execution of the O&M Agreement ("**Upfront Fee**"). The Upfront Fee shall be discovered through the Bid Process.

Notes to Bidders:

(a) *The Bidder's Upfront Fee as quoted in the Financial Bid against this RFP shall be greater than the floor price of USD 12,000,000 (United States Dollars twelve million); and*

(b) *Bidders to note that while the Upfront Fee shall be quoted in USD, the Upfront Fee shall be payable in USD or INR equivalent. For the purposes of conversion of the Upfront Fee quoted in the Financial Bid from USD into INR, the O&M Entity shall be required to rely on the reference rate published by RBI (on its website) on such date as may be indicated by CSL in the LoI.*

8.3. **Annual Fees:** The O&M Entity shall be required to pay annual fees to CSL for utilization of the Phase-I Facilities, cranes and Ship Lift and Transfer System on a non-exclusive basis ("**Annual Fees**"), which shall be subject to escalation at the rate of 5% (five percent) per annum. The Annual Fees shall be discovered through this Bid Process.

8.3.1. The Bidder shall quote the value of the Annual Fee, in the Financial Bid, for the complete Financial Year. However, the Annual Fee payable by the O&M Entity to CSL for the first Financial Year of the term of the O&M Agreement shall be calculated on *pro-rata* basis for the period commencing from the earlier of: (i) expiry of 90 (ninety) days from the date of issuance of the LoI; or (ii) the date of commencement of commercial operations by the O&M Entity ("**Annual Fee Start Date**") and concluding with the end of the first Financial Year, and shall be paid by the O&M Entity to CSL, within 30 (thirty) days from the Annual Fee Start Date. Thereafter, the Annual Fee, in respect of each of the succeeding Financial Year, shall be due and payable within 30 (thirty) days of the beginning of each Financial Year during the term of the O&M Agreement.

8.3.2. In the event that the O&M Entity fails to pay the Annual Fees to CSL within the due date of payment of Annual Fees, CSL shall be entitled to levy interest on the O&M Entity at the rate which shall be equivalent to 1% (one percent) over and above the prevailing SBI MCLR on per annum basis, from the due date of payment of Annual Fees till the date of actual payment of Annual Fees by the O&M Entity.

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Note to Bidders:

- (a) *The Bidder's Annual Fees as quoted in the Financial Bid against this RFP shall be greater than the floor price of USD 2,500,000 (United States Dollars two million and five hundred thousand).*
- (b) *Bidders to note that while the Annual Fees shall be quoted in USD in the Financial Bid, the Annual Fees shall be payable in INR equivalent. For the purposes of conversion of the Annual Fee quoted in the Financial Bid from USD into INR, the O&M Entity shall be required to rely on the reference rate published by RBI (on its website) on such date as may be indicated by CSL in the LoI.*

- 8.4. **Revenue Share Percentage:** In respect of every invoice that is realised by CSL from a client (who has availed Ship Repair and/or Maintenance Services from the O&M Entity, acting for and on behalf of CSL, pursuant to the terms of the O&M Agreement) other than in respect of any CSL Exclusive Matter, a pre-determined fixed percentage (as quoted by the Preferred Bidder in its Financial Bid) of the actual amount realised in CSL's accounts, net of taxes, shall be payable by CSL to the O&M Entity against such invoice, subject to and in accordance with the terms of the O&M Agreement ("**Revenue Share Percentage**"). The Revenue Share Percentage shall be discovered through this Bid Process. It is expressly clarified that, notwithstanding anything to the contrary, no Revenue Share Percentage shall be applicable in respect of works pertaining to CSL Exclusive Matters, which shall have been executed by the O&M Entity, for and on behalf of CSL and in respect of such works, CSL shall only pay the price as maybe mutually agreed to between CSL and the O&M Entity, subject to and in accordance with the terms of the O&M Agreement.

(Note to Bidders: The Revenue Share Percentage for Phase-I as quoted in the Financial Bid against this RFP shall be greater than 0% and lesser than or equal to 95% (ninety-five per cent).

8.5. **Berthage / Facilitation Charges(for phase I facilities)**

- a) The O&M Entity shall pay facilitation charges to CSL in respect of the Dry Dock and Work Stations handed over to the O&M Entity by CSL in accordance with the terms of the O&M Agreement, on a per day basis to CSL for the entire duration of the O&M Agreement ("**Berthage / Facilitation Charges**").
- b) For avoidance of doubt, it is expressly clarified that the Facilitation Charges in respect of the Dry Dock and Work Stations handed over to the O&M Entity shall be payable by the O&M Entity to CSL irrespective of the occupancy status of the Dry Dock and Work Stations. This shall be fixed at USD 3000 (United States Dollars Three Thousand) on a per day basis. Berthage / Facilitation Charges in respect of the Wet Berths, limited to 130 meters length, shall be fixed at USD 400 (United States Dollars four hundred) on a per day basis, and shall be chargeable based on actual usage of the wet berth.
- c) Notwithstanding the foregoing, it is expressly stated that in respect of works off-loaded to the O&M Entity by CSL, in relation to CSL Exclusive Matters, the O&M Entity shall not be under any obligation to pay any Berthage/ Facilitation Charges to CSL during the stay of such vessels in the workstation or wet berths. Towards this, an amount of USD 500 (United States Dollar Five Hundred Only) per day per workstation/ dry-dock, shall be deducted from the amount payable by the O&M Entity.
- d) The Berthage /Facilitation Charges in respect of the first Financial Year of the term of the O&M

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agreement shall be payable on and from the date earlier of (i) 90 (ninety) days from the date of issuance of the LoI; or (ii) the date of commencement of commercial operations by the O&M Entity. The Berthage/ Facilitation charges shall be subject to an annual escalation of 5% (five per cent) throughout the term of the O&M Agreement. The Berthage / Facilitation Charges shall be settled by the O&M Entity on a quarterly basis.

Note to Bidders:

- (a) *Annual escalation of the Berthage / Facilitation Charges shall be effected at the beginning of each Financial Year, save and except the first Financial Year of the Term.*
- (b) *Bidders to note that the Berthage / Facilitation Charges shall be payable in INR equivalent. For the purposes of conversion of USD into INR, the O&M Entity shall be required to rely on the reference rate published by RBI (on its website) as on the due date of payment of Berthage and Facilitation Charges, as set out under the O&M Agreement.*
- 8.6. **Performance Security:** The O&M Entity shall be required to submit a performance security in the form of a bank guarantee as per the format set out under the draft O&M Agreement set out under **Appendix 9** of this RFP, within 45 (forty five) days from the date of issuance of the LoI by CSL, for an amount equal to the value of the Annual Fee as quoted in the Financial Bid by the Preferred Bidder, issued by a scheduled commercial bank in India, drawn in favour of CSL and payable at Kochi, as security for due and punctual performance of the obligations of the O&M Entity under the O&M Agreement, and as further described under the terms of the draft O&M Agreement (“**Performance Security**”). Within 30 (thirty) days of the commencement of each Financial Year (save and except the first Financial Year) of the term of the O&M Agreement, the Performance Security shall be subject to annual escalation of 5% (five per cent).
- 8.7. **Operationalizing cost:** All operational costs and expenditure for providing Ship Repair and/or Maintenance Services to clients (for and on behalf of CSL) by way of utilization of the Phase-I Facilities shall be borne by the O&M Entity including but not limited to costs and expenditure pertaining to: (a) compliance with statutory requirements; (b) availing of utilities such as water and electricity (*or any other utilities*); (c) renovation, repair, operation and maintenance of existing shop facilities; (d) procurement of equipment and machinery pursuant to **Clause 6 of Section I** of this RFP (other than for major procurement for vessels falling within the domain of CSL Exclusive Matters); (e) installation, upkeep, operation and maintenance of equipment and machinery; (f) maintenance and upkeep of the Phase-I Facilities (excluding the Ship Lift and the Transfer System); (g) training and deployment etc. of requisite personnel for implementation of the operational methodology of the O&M Entity and setting up of systems and processes for providing efficient and timely ship repair and/or maintenance services to clients in sync with global quality standards.
- 8.8. Miscellaneous operating expenses for undertaking Ship Repair and/or Maintenance Services such as berthing, dry-docking, afloat repairs, tug & pilotage etc., shall also be borne by the O&M Entity.
- 8.9. The O&M Entity shall be entitled to deploy and install equipment, machinery, tools (being movable in nature) at the Site. Further, the O&M Entity shall also be entitled to develop fixed assets such as buildings, plants and other miscellaneous structures at the Site provided prior approval of CSL in writing has been obtained by the O&M Entity in this regard. Subject to the terms of the O&M Agreement, ownership and title in respect of movable and/or immovable assets deployed /developed, as the case maybe by the O&M Entity at the Phase-I Facilities shall continue to vest with the O&M Entity during the term of the O&M Agreement.

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- 8.10. The O&M Entity shall leverage its business understanding to identify the quantum, timing and phasing of necessary investments required to be undertaken by the O&M Entity at the Phase-I Facilities so as to ensure that globally competitive ship repair efficiencies are achieved at the Phase-I Facilities.
- 8.11. In addition to the payments for Phase-I as set out above, the O&M Entity shall pay all other charges/fees/deposits etc. to CSL, as more particularly set out under the O&M Agreement, in accordance therewith.

9. ROLES & RESPONSIBILITY OF CSL & THE O&M ENTITY FOR PHASE-I

- 9.1. The roles and responsibilities of CSL and the O&M Entity in respect of Ship Repair and/or Maintenance Service opportunities procured by the O&M Entity and CSL respectively, are summarized in the table below for clarity.

S. No	Activity	Ship Repair and/or Maintenance Opportunities procured by O&M Entity		CSL Exclusive Matters	
		O&M Entity	CSL	O&M Entity	CSL
1.	Business development	Yes	No (CSL may pursue business development if the O&M Entity is not interested in pursuing a specific business opportunity)	No	Yes
2.	Allotment of slots at the Phase-I Facilities	No (O&M entity shall associate with CSL by providing timely inputs for seamless allocation of slots)	Yes	No	Yes
3.	Preparation and submission of bid	Yes (bid is to be submitted by the O&M Entity in CSL's name, for and on behalf of CSL)	No	No	Yes
4.	Project-wise cost estimation	Yes	No	Yes (for scope that would be undertaken by the O&M Entity by mutual agreement)	Yes
5.	Price negotiation with clients	Yes	No	No	Yes
6.	Finalization of contract with clients	Yes	Yes	No	Yes

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7	Signing of the contract with clients	No (contract is to be executed between CSL and the client)	Yes	No	Yes
8	Project planning and management	Yes	No	Yes	Yes
9	Procurement of major spares and/or equipment	Yes	No	No	Yes (for procurement of major equipment and spares limited to CSL Exclusive Matters).
10	Procurement of steel, paint, consumables etc	Yes	No	Yes	No
11	Project execution including back-to-back support for guarantee/warranty, quality control etc.	Yes	No	Yes	No
12	Preparation of WCC and signature form Owner (on Behalf of CSL)	Yes	No	Yes (for respective scope)	Yes (for respective scope)
13	Preparation of invoice and submission to CSL	Yes	No	No	Yes
14	Submission of invoice to the client	No	Yes	No	Yes
15	Invoice Settlement (on behalf of CSL)	Yes	CSL will participate if required by the O&M Entity	The O&M Entity will participate if required by CSL	Yes
16	Invoicing to CSL for the fixed share of the settled invoice for respective projects	Yes	CSL to release the requisite payment to the O&M Entity upon receipt of the actual amount in CSL's accounts	Invoicing to the extent of mutually agreed rates and scope of work	CSL to make payment to O&M entity based on the mutually agreed rates and scope of work

Note: Guarantee/warranty obligations in respect of any equipment, back-to-back support post repairs (if any) and as well as any other obligation in respect of execution of Phase-I shall be met by the O&M Entity. Any items not explicitly indicated in the above, including the detailing of operating procedures shall be as set out in detail in the O&M Agreement.

10. PHASE-II

- 10.1. CSL may decide to undertake Phase-II either independently or in collaboration with a third-party partner in the form of a joint venture company ("JVC") to be formed between CSL and the third-

SECTION I: BASIC INFORMATION

party partner (“**JV Route**”). In case of JV, CSL shall have a stake greater than or equal to 26% but less than 49% in the JV entity.

10.2. In case CSL decides to proceed with Phase-II under the JV Route, the O&M Entity selected through this RFP process for the purposes of undertaking Phase-I shall have a right of first refusal for entering into the joint venture arrangement with CSL. Notwithstanding anything to the contrary contained in this RFP, further details and modalities for exercise of the aforesaid right of first refusal by the O&M Entity shall be finalized and set out in detail by CSL at a subsequent stage if and when CSL decides to proceed with Phase-II under the JV Route.

10.3. In case CSL decides to proceed with Phase-II expansion independently, then the O&M Entity shall confirm willingness to take over operations of the 10 additional Work Stations on a progressive basis, on such terms and conditions as may be prescribed by CSL at a later point of time.

10.4. **Conditions for Initiation of Planning of Phase-II:**

10.4.1. CSL reserves the right to commence preparation of the DPR and processing of environmental clearance for Phase-II when either of the following conditions is met, whichever is earlier:

- (i) utilization of the 6 Work Stations and the Dry Dock is at 60% (sixty percent) or higher for the immediately preceding 4 (four) consecutive financial quarters; or
- (ii) expiry of 3 (three) years from the date of the execution of the O&M Agreement.

10.4.2. CSL shall, in its sole discretion, evaluate and finalise the operational modalities for the construction, development and operation of Phase-II.

11. **NON-COMPETE**

11.1. Pursuant to the O&M Agreement, the O&M Entity, its Subsidiaries and/or any of its Associates, shall not, during the entire term of the O&M Agreement, directly or indirectly: (a) enter into any arrangement or collaborate with any other yard or contractor to carry out ship repair/ conversion business in Indian territory; (b) provide ship repair and/or maintenance services to any client in India other than pursuant to the O&M Agreement; and/or (c) submit a bid for a ship repair and/or conversion project located in India in respect of which CSL or its Subsidiaries have submitted a bid. Notwithstanding the foregoing, it is expressly clarified that the O&M Entity shall be entitled to enter into any joint venture or agreement with CSL and/or its Subsidiaries.


सुरेश बाबु टी सी
SURESH BABU TC
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

1. INSTRUCTION TO BIDDERS

1.1 General Terms of Bidding

CSL will receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents provided by CSL as may be modified, altered, amended and clarified from time to time during the Bid Process by CSL, in its sole discretion (collectively, the “**Bid Documents**”).

1.2 Bid Submission Method

1.2.1 The Bids must be submitted in sealed envelopes as follows:

- (a) Bidders shall provide all the information required as per this RFP and in the formats specified herein. CSL reserves the right to reject any Bid that is not in accordance with the specified formats.
- (b) The Bidder shall submit 1 (one) original Technical Bid clearly marked as ‘**ORIGINAL**’. In addition, the Bidder shall submit 2 (two) additional hard copies of the Technical Bid clearly marked as ‘**COPY**’. 1 (one) soft copy of the Technical Bid shall also be submitted in a pen drive. In the event of any discrepancy between the original Technical Bid and copies of the Technical Bid, the contents of the Technical Bid marked as ‘**ORIGINAL**’ shall prevail.
- (c) The Bid shall be typed or printed or prepared in indelible ink and the Bidder shall initial/sign each page. The authorization to sign the document must be confirmed by a written power of attorney accompanying the proposal (duly notarised and stamped) as per **Appendix 3** or by a certified true copy of the resolution of its board of directors in the format set forth in **Appendix 4**.
- (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 initialled by the Authorized Signatory signing the Bid.
- (e) Pre-Qualification Information, Technical Bid and Financial Bid, shall be complete in all respects, and must be delivered on or before the time and Bid Due Date as stated in the RFP.
- (f) Each Bidder shall submit only 1 (one) Bid. The Bid shall consist of the following:
 - (i) a sealed envelope marked as “**Envelope I – PART A – Pre-Qualification Information**” consisting of the Pre-Qualification Information in accordance with **Clause 5.1.4 (a) of Section II** read with **Clause 1 and 2 of Section III** of this RFP;
 - (ii) a sealed envelope marked as “**Envelope II – PART B – Technical Bid**” consisting of documents in accordance with **Clause 5.1.4 (b) of Section II** read with **Clause 3 of Section III** of this RFP. As provided in **sub-clause (b) of Clause 1.2.1 of Section II of RFP**, the Technical Bid shall be marked as ‘Original’ and shall be accompanied by 2 (two) copies of the Technical Bid marked as ‘Copy’; and

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- (iii) a sealed envelope marked as “**Envelope III – PART C – Financial Bid**” in accordance with **Clause 5.1.4 (c) of Section II** read with **Clause 4 of Section III** of this RFP.

Each of these envelopes shall then be placed in an outer envelope, which shall also be sealed.

- (g) Each envelope shall indicate the name and address of the Bidder.
- (h) Each envelope shall clearly bear the following identification: “**Title - Request for Proposals For O&M Arrangement for Phase-I of ISRF as Part of the Ship Repair Cluster Development at Kochi (RFP Number CSL/SRP/126/2024)**”.
- (i) Each envelope shall be addressed to:

Assistant General Manager (Ship Repair Planning)
Ship Repair Office,
Cochin Shipyard Limited
Perumanoor PO, Kochi 682015
State of Kerala, India
Tel - 0484 2501581/1482

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.

- (j) Sealed Bids should reach the address indicated under the ‘Notice’ in this RFP on or before the Bid Due Date and time. Bids submitted by email will not be considered valid and shall be rejected. CSL will not be responsible for postal delay, non-delivery/non receipt or delivery of the Bid in any address other than the address specified under the ‘Notice’ in this RFP. It will be the sole responsibility of the Bidder to ensure that the Bid is delivered before the Bid Due Date and time to the specified address.
- (k) If the Financial Bid is enclosed along with the Pre-Qualification Information or Technical Bid, rather than being placed in a separate envelope as specified under **Clause 1.2.1 (f) of Section II** of this RFP, the Bid shall be rejected, out rightly.

1.2.2 Opening & evaluation of Bids

- (a) Bid Bond submitted by the unsuccessful Bidders shall be returned within 30 (thirty) days after signing of the O&M Agreement with the Preferred Bidder. Bid Bond submitted by the Preferred Bidder shall be returned within 30 (thirty) days of receipt of the Performance Security.
- (b) Only Bids received up to the Bid Due Date (*and time*) as per this RFP, shall be considered for further processing. Any Bids received later than the time specified on the Bid Due Date shall not be considered under any circumstances.
- (c) Opening of Part I (Pre-Qualification Information) shall be done as per the date and time specified in the RFP or corrigendum to the RFP. Any change in date and time of opening

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

of Part I of the Bid shall be communicated to the Bidders via e-mail or phone or by way of an amendments / corrigenda to this RFP.

- (d) Bids submitted by firms who do not qualify in the evaluation of **Part I (Pre-Qualification Information)** of Section III shall be returned by CSL.
 - (e) **Part II (Technical Bid)** of ONLY qualified and eligible Bidders (as per evaluation of **Part I Pre-Qualification Information**) shall be opened on a later date, which shall be informed to the qualified eligible Bidders by CSL through email or phone or by way of an amendments / corrigenda to this RFP.
 - (f) **Part III (Financial Bid)** of ONLY qualified eligible Bidders (as per evaluation of **Part II Technical Bid**) will be opened on a later date, which will be informed to the qualified eligible Bidders by CSL through email or phone or by way of an amendments / corrigenda to this RFP. The Bidders or his authorized representative may attend this Financial Bid opening and shall sign in a register maintained by CSL as a proof of attendance.
 - (g) Evaluation of the Bids, accepted by CSL, will be done by a competent authority within CSL.
 - (h) The fee quote submitted by the Bidder in **Part III (Financial Bid)** shall be final and subject to the terms of O&M Agreement, remain firm during the entire term of the O&M Agreement. The highest Financial Bid among the Bids submitted by the technically qualified Bidder, that meets each of the terms and conditions set forth in this RFP, shall be considered as the H1 bid ("**H1 Bid**"). Such Bidder who has submitted H1 Bid shall be referred to as the highest Bidder ("**H1 Bidder**").
 - (i) Technical Bid evaluation criteria – A Bidder shall score equal to or more than 75 (seventy-five) marks to successfully qualify in the technical evaluation.
 - (j) CSL reserves the right to cancel this RFP at any point of time without assigning any reasons whatsoever.
- 1.2.3 The statements and explanations contained in the RFP are intended to provide an understanding to Bidders about Phase-I and the Bid Process and, shall not be construed or interpreted as limiting in any way or manner:
- (a) the scope of work and obligations of the O&M Entity, as set out in this RFP, in relation to Phase-I; and
 - (b) CSL's rights to amend, alter, change, supplement or clarify the RFP or its terms.

Consequently, any omissions, conflicts or contradictions in the RFP, are to be noted, interpreted and applied appropriately to give effect to this intent and, no claims on that account will be entertained by CSL.

1.3 Language

- 1.3.1 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

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

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.

1.4 Transferability

- 1.4.1 This RFP, and any documents associated therewith, are non-transferable. The Bid Documents including this RFP and all attached documents, are and shall remain the property of CSL, and are transmitted to the Bidder(s) solely for the purpose of preparation and submission of their Bid(s) for Phase-I, in accordance with the terms hereof. The provisions of this **Clause 1.4 of Section II** shall apply, *mutatis mutandis*, to all Bids and other documents submitted by the Bidders, and CSL shall not be liable to return any Bid, or any document or information submitted by the Bidders to CSL except in the condition mentioned at **Clause 1.2.2(d) Section II** of the RFP.

1.5 Description of the Bid Process

- 1.5.1 Prospective Bidders, who believe that they are capable of fulfilling the Pre-Qualification Criteria as provided in **Part I of SECTION III** of this RFP, are being called upon to submit their details ("**Pre-Qualification Information**"), along with the technical documents mentioned in **Part II of SECTION III** of this RFP ("**Technical Bid**"), and financial proposal, as per the requirements and format specified in **Part III of SECTION III** ("**Financial Bid**"). The valid, final and binding offer as submitted by the Bidder in response to the RFP, including the Pre-Qualification Information, Technical Bid and Financial Bid shall collectively constitute the 'Bid', in accordance with the terms specified in this RFP.
- 1.5.2 It is hereby clarified that each Bidder shall be required to submit only 1 (one) Financial Bid, and 1 (one) set of Technical Bid marked as 'Original' (along with 2 (two) hardcopies of the Technical Bid marked as 'COPY' along with 1 (one) soft copy in the pen drive), as provided in **Clause 1.2.1 of Section II** of this RFP above. Each Bidder shall be required to submit only 1 (one) set of Pre-Qualification Information, which shall be evaluated by CSL.
- 1.5.3 The Bids shall be evaluated by CSL in accordance with the provisions of **SECTION IV** of this RFP.

1.6 Schedule of the Bid Process

- 1.6.1 CSL will endeavour to adhere to the following schedule. However, CSL may, at any time, in its sole discretion, revise or extend any of the timelines set out below.

Event Description	Timeline (Indian Standard Time)
Publication of the RFP	05.09.2024
Last date for conducting site visit	27.09.2024
Last date for submission of pre-bid queries by bidders to CSL	04.10.2024

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Pre-Bid Conference	15.10.2024
Issue of responses to clarifications / pre-bid queries by CSL	22.10.2024
Last date of Bid submission (" Bid Due Date ")	05.11.2024; 15:00 hours (IST)
Date & time of opening of Part I of the Bid (Pre-Qualification Information)	07.11.2024
Opening of Technical Bids	21.11.2024
Presentation by the Bidders	28.11.2024
Opening of the Financial Bids	12.12.2024
Selection of the Preferred Bidder/Issuance of the LoI	26.12.2024
Execution of the O&M Agreement	10.02.2025

1.7 Nature of Bidder

- 1.7.1. Each Bidder shall be a singular entity. For avoidance of any doubt, it is clarified that entering into a consortium by the Bidders for the purpose of submitting a Bid under this RFP is not allowed for the purposes of this RFP.
- 1.7.2. [Only applicable to foreign Bidders] In the event, the Preferred Bidder is incorporated outside the territory of India, it shall, within 30 (thirty) days of the date of issuance of the LoI, incorporate and promote a special purpose vehicle to act as the O&M Entity, in accordance with the terms of the O&M Agreement.
- 1.7.3. [Only applicable to foreign Bidders] The Preferred Bidder shall furnish a guarantee as per the format set out under the O&M Agreement, wherein the Preferred Bidder shall guarantee the obligations of the O&M Entity under the O&M Agreement which guarantee shall remain in full force and effect throughout the term of the O&M Agreement.

2. BID CONDITIONS

2.1 Bid Validity Period

- 2.1.1. 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 at the outset. Any Bid which has a validity period lesser than that specified above shall be rejected by CSL as being non-responsive to the requirements of this RFP.
- 2.1.2. CSL may request one or more Bidders to extend the validity of their respective Bids, to a period specified in writing by CSL. A written notice of assent to the same, if issued by the Bidder, shall correspondingly extend the period of validity of the relevant Bid by the period sought by CSL. Only such Bidders shall be considered to have an extended validity who conform to the following:
- (a) the Bidder was requested to extend the Bid's validity by CSL;

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

- (b) the Bidder confirmed in writing, through its authorized representative, to an extension not less than the revised validity period prescribed by CSL;
- (c) such written confirmation was received by CSL before the expiry of the existing validity of the Bid, or within a specific date requested for by CSL; and
- (d) along with such written confirmation, the Bidder has also submitted an instrument extending the Bid Bond validity to not less than 90 (ninety) days after the revised validity period prescribed by CSL.

2.2 Intellectual Property and Copyright

- 2.2.1. The Bidders hereby understand, agree and concur with the understanding that CSL owns, and shall retain, the intellectual property rights to all the information it provides to such Bidders. This RFP may not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any other third party without the prior written consent of CSL, except in connection with the preparation of a Bid. All documentation supplied by CSL in relation to this RFP is and shall remain the property of CSL, and must be returned on demand, without any copies being retained by the Person(s) concerned.

2.3 Conformity to Regulations

- 2.3.1. The Bidder shall obtain independent advice regarding, and ensure complete compliance with, and adherence to, the Applicable Laws and regulations in relation to participation in this Bid Process and, in the event of being selected as the Preferred Bidder, to fulfil the requirements specified herein.
- 2.3.2. The Bidder shall conform to the security requirements and other requirements as set out by GoI and/or the RBI for investments and for undertaking the operation, management, maintenance and transfer of Phase-I, and in relation to the participation in the Bid Process pursuant to this RFP. The Bidder where applicable, comply with the requirements of the foreign direct investment and foreign exchange management policies / regulations applicable in India, as well as all customs regulations and clearances/approvals applicable in connection with the operation and management of Phase-I.
- 2.3.3. The Bidder shall make preparations for seeking and obtaining all necessary security clearances from agencies, as may be applicable.

2.4 Waiver of Immunity

Each Bidder shall:

- (a) certify that they do not have any special privilege or immunity from any judicial process or judicial / Government, or if they have any such special privilege or immunity, the Bidder shall certify that such privilege or immunity has been waived; and
- (b) submit an irrevocable undertaking to the effect that it is subject to judicial processes as provided in this RFP, and does not possess any special privileges or immunity, in accordance with the format prescribed in **Appendix 1**.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

2.5 Site Visit

- 2.5.1 Bidders seeking to submit Bids for Phase-I are invited to inspect and evaluate the Site, and the scope of Phase-I in greater detail, and conduct, at their own costs, such technical, financial and legal studies as may be required for the submission of their Bids, and obtain, for themselves and at their own responsibility and cost, all information that may be necessary for preparing their Bid and undertaking Phase-I.
- 2.5.2 Any failure on part of a Bidder to fully investigate the Site and satisfy itself of the sustainability and adequacy of the Site for undertaking Phase-I, the conditions relating to the supply of labour and any other matters whatsoever (including, but not limited to, soil conditions, climate, weather patterns etc.), shall not be a valid ground for a Bidder to alter its proposal after the submission of the Bid, nor shall it relieve the Bidder from its responsibility for estimating properly the scope of work or the cost of successfully executing the scope of work detailed under this RFP.
- 2.5.3 By submitting its Bid, a Bidder shall be deemed to have undertaken a visit to the Site, and being aware of the conditions of the Site, prior to it having submitted its Bids. It shall be deemed that, by submission of the Bid, the Bidder agrees and releases CSL, its officers, directors, employees, agents, representatives, advisers etc., irrevocably, unconditionally, fully and finally from any and all liability, damages, indemnification etc. for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the Site, the condition thereof, the sustainability and adequacy of the Site for undertaking Phase-I, the conditions relating to the supply of labour, and any other matters whatsoever (including, but not limited to, soil conditions, climate, weather patterns etc.).
- 2.5.4 In the event the Bidder wishes to undertake a visit to the Site, such Bidder shall inform CSL by way of such email:
- (a) propose at least 3 (three) dates on which it would prefer to undertake the Site visit during ordinary business hours, provided that none of such dates shall be any later than the date set out for Site visit under **Clause 1.6 of SECTION II** of this RFP; and
 - (b) the name(s) of the person(s) authorized to visit the Site on behalf of the Bidder.
- 2.5.5 On receipt of the notice to be issued under **Clause 2.5.4 of Section II**, CSL would select one of the dates suggested by the relevant Bidder and provide suitable authorizations to the persons designated by the Bidder for the same (subject to Applicable Law).

2.6 Changes within Bidders following Qualification

- 2.6.1. In the event there is any change in structure (including Control, equity or management) of the Bidder, and the requirements associated with the Financial Bid and Technical Bid stage, after the Bid Due Date and the announcement of the Preferred Bidder(s) for Phase-I, it is mandatory for the same to be communicated with CSL without any delay. CSL shall, at its absolute discretion, decide if these changes exclude the Bidder from further participation in the Bid Process.
- 2.6.2. In the event CSL discovers, at any point of time, that a Bidder has failed to disclose such changes, CSL may, at their absolute discretion, disqualify the Bidder from participation in the Bid Process.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

2.7 Familiarity with works

- 2.7.1 It shall be the responsibility of the Bidder to familiarize themselves with all aspects, conditions and requirements of Phase-I and to interpret rules and regulations made by or on behalf of CSL, and all Applicable Laws, that may, in any manner, affect or apply to the operations and activities of construction and system implementation under Phase-I or in connection therewith. No claim shall be considered at any time for reimbursement of any expense incurred as a result of any misunderstanding in relation to: (a) the conditions imposed under any Bid Documents and the O&M Agreement (*as the case may be*); and (b) conditions prevailing at the Site.

2.8 Expenses

- 2.8.1 The Bidder shall be responsible for all the costs, expenses or fees associated with the preparation of the Bid, participation in discussions and Site visits etc. CSL shall not be responsible in any way for such costs, expenses or fees, regardless of the conduct or outcome of the Bid Process.

2.9 Due diligence by Bidders

- 2.9.1. The Bidders are required to undertake their own due diligence in relation to Phase-I, at their own cost and expense, prior to submission of their respective Bids.
- 2.9.2. By submitting its Bid, a Bidder shall be deemed to have:
- (a) made a complete and careful examination of the RFP and the Bid Documents.
 - (b) received all relevant information requested from CSL, as may be duly available with CSL and shared with respective Bidders to ensure fair Bid Process.
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP and, that such inadequacy, error or mistake will not be the basis for any claim for compensation, damages, loss of profits or extension of time for performance of its obligations, etc. from CSL.
 - (d) undertaken requisite investigation and analysis, and accounted for all relevant factors, including technical data, Applicable Law, requirements for manpower and materials, etc., required for submitting an informed Bid, execution of Phase-I, and performance of all of its obligations under and in accordance with the RFP; and
 - (e) agreed to be bound by the undertakings provided by it under and in terms of the RFP.
- 2.9.3. CSL shall not be liable for any omission, mistake or error in the RFP, or on account of any matter or thing arising out of or relating to the RFP, or the Bid Process, including any error or mistake in any information or data given by CSL, or for any latent defect or liability in relation to the Site that a Bidder may discover after the award of the Bid.

2.10 Non-Disclosure and Confidentiality

- 2.10.1. The Bid Documents, including this RFP and all attached documents provided by CSL, are and shall remain or become the property of CSL and are transmitted to Bidder solely for the purpose of preparation and the submission of Bids in accordance herewith. Bidders are required to treat all information as strictly confidential and shall not use it for any purpose other than for preparation

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

and submission of their Bids. The provisions of this **Clause 2.10 of Section II** shall also apply *mutatis mutandis* to Bids and all other documents submitted by Bidder, and CSL shall not be obligated to return to Bidder any Bid, or document or any information submitted by the Bidder along therewith, other than those mentioned at **Clause 1.2.2 (d) of Section II**.

- 2.10.2. Information related to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of Phase-I shall not be disclosed to any Bidders or other persons not officially involved in such process, until the award of such Phase-I to the Preferred Bidder has been announced. CSL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. Any effort by any Bidder to influence CSL in relation to Bid Process, specifically, processing of the decision of the award of Phase-I, may result in the rejection of its Bid.
- 2.10.3. The Bidder will need to submit a signed and duly stamped copy of the non-disclosure undertaking in this regard as per the format prescribed in **Appendix 8** of this RFP ("**Non-Disclosure Undertaking**"), along with the Pre-Qualification Information.
- 2.10.4. The Bids submitted by the Bidders, and the contents thereof, shall become the property of CSL, and the Bidders shall enjoy no proprietary, intellectual property or other rights, title and interest thereto after submission of the Bid. CSL shall have no obligation to return the Bids, or the contents thereof, to the respective Bidders, except as provided in this RFP, specifically **Clause 1.2.2 (d) of Section II**.
- 2.10.5. The Bidder shall be responsible for indemnifying CSL, in the event of any claims or actions which may arise against CSL, on account of breach of any obligation by the Bidder, as set out in the RFP.
- 2.10.6. While the RFP has been prepared in good faith, neither CSL nor its respective consultants, agents, officers, advisors or employees, representatives etc. make any representation or warranty or shall have any responsibility or liability whatsoever, whether in contract, tort, principles of restitution or unjust enrichment or otherwise, for any direct, indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs or in respect of any statements or omissions under the RFP, or any subsequent information provided by CSL, during the Bid Process. The Bidder hereby agrees and releases CSL, and its respective advisors, consultants, officers, agents and employees, representatives etc., irrevocably, unconditionally, fully and finally, from any and all liability arising out of claims, losses, damages, costs, expenses or liabilities, in any way related to or arising from the exercise of any rights or performance of any obligations set out under this RFP, or in connection with the Bid Process and waives any and all rights or claims the Bidder may have in this respect, whether actual or contingent, whether present or in future.
- 2.10.7. Save and except as provided in this RFP, CSL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- 2.10.8. The decision of CSL in relation to the contents and terms and conditions of this RFP and the Bid Process shall be final and binding on the Bidder and the Bidder shall accept such decision of CSL without any demur or protest.
- 2.10.9. The Bidder acknowledges that CSL reserves the right to conduct further due diligence on such Bidder(s) with the assistance of external agencies at any stage of the Bid Process. The scope of the due diligence shall include but not be limited to the following parameters:

- (a) compliance with Applicable Laws;

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

- (b) review of the financial capability of the Bidder; and
- (c) any other matter, which CSL may deem fit or necessary, in its sole discretion.

2.11 Contractual arrangements

- 2.11.1. All subcontractor arrangements of the O&M Entity shall be subject to prior written approval of CSL. *Provided that*, CSL may, in its discretion, accord a general approval in this regard for subcontracts for any non-core activities.

3. PROVISIONS GOVERNING THE RFP AND THIS BID PROCESS

3.1. Right to accept and to reject any or all Bids

- 3.1.1. CSL reserves the right to verify all statements, information and documents submitted by a Bidder in response to the RFP. The Bidder shall, when so required by CSL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of it, by CSL will not relieve the Bidder of its obligations or liabilities under the RFP nor will it affect any rights of CSL thereunder.
- 3.1.2. Notwithstanding anything to the contrary contained in this RFP, CSL reserves the right to accept or reject any Bid for Phase-I, and to annul the Bid Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.
- 3.1.3. CSL reserves the right to reject any Bid and appropriate the Bid Bond, if:
- (a) at any time, a material misrepresentation is made or uncovered or a Bid contains incorrect / inaccurate / incomplete / misleading information, which, in the sole opinion of CSL, is material information; or
 - (b) any Bidder is rendered ineligible due to any of the practices referred to in **SECTION V** of this RFP; or
 - (c) the Bid is not submitted within prescribed timelines, is not accompanied by any supporting documents or elements required to be submitted in accordance with the RFP, or is not responsive to any of the requirements of the RFP, including not being suitably signed, etc.; or
 - (d) any Bidder has a Conflict of Interest, as determined in the sole discretion of CSL, in accordance with **Clause 3.2 of this SECTION II**;
 - (e) any Bidder submits more than 1 (one) Bid or is part of more than 1 (one) Bidder; or
 - (f) the Bidder owes any sums to CSL which have not been paid to CSL; or
 - (g) the Bidder does not provide, within 5 (five) days (or any longer period specifically provided by CSL), on CSL's request, the supplemental information sought by CSL for evaluation of the Bid; or
 - (h) the Bidder has been, or is liable to be, disqualified from the Bid Process under any of the provisions of this RFP.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

- 3.1.4. CSL reserves the right to reject any Bid, and appropriate the Bid Bond, if the relevant Bidder seeks to withdraw after the Bid Due Date, the Bid that has been submitted by it in connection with Phase-I.
- 3.1.5. If any Bidder, including the Preferred Bidder, is disqualified or rejected in accordance with **Clause 3.1.3 of Section II**, CSL reserves the right to take any other measure, as may be deemed fit by it in its sole discretion, including annulment of the Bid Process.
- 3.1.6. In case it is found during the Bid Process or at any time before the signing of the O&M Agreement, or after its execution, that one or more of the Pre-Qualification Criteria have not been met by the concerned Preferred Bidder, or if it has made a material misrepresentation or has given any materially incorrect or false information, the Preferred Bidder may be:
- disqualified forthwith through a notice in writing; and
 - if the O&M Agreement has already been entered into, the same will, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by CSL to the O&M Entity *[and the Preferred Bidder]* (applicable only in the case the Preferred Bidder is a foreign Bidder), without CSL being liable in any manner whatsoever to the O&M Entity *[and the Preferred Bidder]* (applicable only in case the Preferred Bidder is a foreign Bidder).

In such an event, CSL shall have the right to forfeit and appropriate the Bid Bond /the Performance Security, as the case may be, without prejudice to any other right or remedy that may be available to CSL.

3.2. Conflict of Interest

- 3.2.1. 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:
- it Controls, is Controlled by or is under common Control with any other Bidders (or their Associates); or
 - 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
 - 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;
 - a Bidder submits more than 1 (one) Bid in this Bid Process; or
 - a Bidder or any of its Associates participated as a consultant in the preparation of the structure, design or technical specifications of either Phase-I or the RFP.
- 3.2.2. A Bidder shall be prohibited from participating in the Bid Process if:
- the Bidder has been subjected to any sanctions (imposed under any regulations, decrees,

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

ordinances, orders), international boycotts, export controls, and any similar trade restrictions enforced by India, the United States, the European Union, the United Kingdom, the United Nations, or any other relevant Government;

- b) as a matter of law or official regulation, the GoI prohibits commercial relations with the country of the Bidder;
 - c) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the GoI prohibits any import of goods or contracting of works or services from the Bidder's country or any payments to Persons or entities of that country; or
 - d) the Bidder is unable to provide confirmation that it would not require approval from any Government for undertaking Phase-I; or
 - e) it engages in any "corrupt practices", "coercive practices", "fraudulent practices", "undesirable practices" or "restrictive practices", in connection with the Bid Process, as envisaged under **SECTION V** of this RFP.
- 3.2.3. If a Bidder or any of its Associates has, been barred, blacklisted or has had any contract terminated for breach of contract, by any Government or Government Instrumentality in India or in any other jurisdiction in which such Bidder or its Associates have been incorporated or conduct their business, in the 3 (three) years immediately preceding the Bid Due Date from participating in Phase-I and the bar subsists on the Bid Due Date, such Bidder will not be eligible to submit a Bid.
- 3.2.4. If a Bidder is determined to be ineligible by CSL in accordance with the provisions of this Clause herein above, at the Bid Due Date or subsequently, such Bidder will be disqualified (and any LoI or any of the agreements, if any awarded in pursuance thereof to such Bidder, shall be terminated). *Provided that*, if a Bidder is liable for disqualification arising on account of any cause or event specified in **Clause 3.2.1 of Section II**, such Bidder may make a representation to CSL for seeking a waiver from such disqualification, and CSL may, in its sole discretion, grant such waiver if it is satisfied that such waiver is not in any manner likely to cause a material adverse impact on the implementation of Phase-I.
- 3.2.5. Bidders shall provide such evidence of their continued eligibility as CSL may request, from time to time, during the Bid Process.
- 3.3. Contents of the RFP**
- 3.3.1. The RFP includes the Disclaimer set forth hereinabove and all sections indicated herein below and should be read in conjunction with any amendments / corrigenda to this RFP or clarification that may be issued by CSL in accordance with the terms hereof.

Appendix 1	Draft of the Cover Letter
Appendix 2	Format of the Bid Bond
Appendix 3	Format of the Power of Attorney for appointing an Authorized Signatory
Appendix 4	Format of the board resolution for appointing an Authorized Signatory
Appendix 5	Formats for certification of Pre-Qualification Criteria

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

Appendix 6A	Formats to be used for submitting Technical Bid for Phase-I
Appendix 6B	Requirements of financial model to be submitted as part of Technical Bids
Appendix 7	Formats to be used for submitting Financial Bid for Phase-I
Appendix 8	Format for Non-Disclosure Undertaking
Appendix 9	Draft O&M Agreement
Appendix 10 A	Phase-I Facilities
Appendix 10 B	ISRF Layout
Appendix 11	Format of Undertaking for Bidders
Appendix 12	Format of pre contract integrity pact

3.3.2. Bidders are expected to review all instructions, forms, terms and specifications in the RFP. Failure to furnish all information or documentation required under the RFP may result in rejection of their Bids on account of being non-responsive.

3.3.3. Wherever any information/ document has been sought in specified formats in this RFP, the Bidders shall provide such information/ document in the such formats (in accordance with the terms of the RFP) or in any other format (which substantially conforms to the requirements of the RFP) subject to satisfaction of CSL, and CSL shall, in its sole discretion, be entitled to decide whether or not such other format substantially conforms to the requirements of the RFP and CSL's decision in this regard shall be final and binding on the Bidders.

3.4. Clarifications

3.4.1. Any queries or requests for additional information relating to the RFP should be submitted in writing by emailing to sureshbabutc@cochinshipyard.in and sroffice@cochinshipyard.in in the same in accordance with the timelines specified in **Clause 1.6 of this SECTION II**. It is clarified that CSL shall not entertain queries and requests for additional information if not submitted in the prescribed form. Further the following officials of CSL may be contacted for any assistance.

Shri. Devendran Jayaraj
DGM (SRC & BD),
E mail: devendran.j@cochinshipyard.in
Mob No: 9895705086

Shri. Suresh Babu T C
AGM (SRP),
E mail: sureshbabutc@cochinshipyard.in
Mob No: 9895705184

3.4.2. CSL will endeavour to respond to the queries within the period specified in **Clause 1.6 of SECTION II**, but no later than 10 (ten) days prior to the Bid Due Date. CSL will forward all queries and its responses thereto, to all Bidders without identifying the source of such queries, by email on the registered email addresses of the Bidders, or by any other manner of making the information available to all Bidders. Provided that, CSL reserves the right to not respond to any question or provide any clarification or information, in its sole discretion, and nothing in this RFP

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

shall be read or construed as compelling or requiring CSL to respond to any question/query or to provide any clarification or information.

- 3.4.3. CSL may on its own motion, if deemed necessary by it (in its sole discretion), issue interpretations and/or clarifications (in writing) to all Bidders. All interpretations and/or clarifications issued by CSL, shall be deemed to form part of the RFP. Verbal clarifications and information given by RFP or its directors, employees, officers, consultants, advisors, contractors, agents, representatives etc. shall not in any way or manner be binding on CSL.

3.5. Amendment of the RFP

- 3.5.1. CSL may, at any time and for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP, by the issuance of an amendments / corrigenda to this RFP.
- 3.5.2. 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 "CPMP" (<https://eprocure.gov.in>). Bidder 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
- 3.5.3. To allow Bidders reasonable time for taking an amendments / corrigenda into account while preparing their Bids, or for any other reason, CSL may, in its sole discretion, extend the Bid Due Date, with prior notice to the Bidders.
- 3.5.4. Notwithstanding anything to the contrary contained in this RFP, CSL may any time, in its sole discretion, extend or amend the Bid Due Date or any other timeline by issuing an amendments / corrigenda uniformly accessible to all Bidders.

3.6. Governing law and jurisdiction

- 3.6.1. The Bid Process and execution of the O&M Agreement shall be governed by, and construed in accordance with, the laws of India and the courts in Ernakulam, Kerala, shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bid Process.

3.7. Exclusion Of GoI's Liability

- 3.7.1. Bidder understands and agrees that CSL has floated this RFP solely on its own behalf and not on behalf of any other person or entity. In particular, the Bidder understands and agrees that the GoI is not party to any contract and will have no liabilities, obligation or right whatsoever hereunder. It is expressly understood and agreed that CSL is an independent legal entity with power and authority to enter into agreements solely undertake on its own behalf under the applicable laws of India. Bidder expressly agrees, acknowledges and understands that CSL is not an agent, representative or delegate of the GoI and that of the GoI is not and shall not be liable for any act, omission, commission breach or other wrong arising out of this RFP. Bidder expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the GoI arising out of any resultant agreement and covenant not to sue the GoI for any manner of claim, cause of action or thing whatsoever arising out of or under this RFP.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

3.8. Tenure of O&M agreement

- 3.8.1. The O&M Agreement shall continue in full force and effect for a period of 25 (twenty five) years unless terminated earlier as per the conditions set out in the O&M Agreement.

4. PRE-BID CONFERENCE AND DESIGNATION OF SINGLE POINT OF CONTACT

- 4.1 CSL may hold a pre-bid conference with the Bidders (either separately or as a common conference), which shall be held as meetings over any suitable telecommunication or digital media, as determined in the sole discretion of CSL, and which shall be convened during the period specified in **Clause 1.6 of SECTION II ("Pre-Bid Conference")** or on revised date published by CSL as an amendments / corrigenda to the RFP.
- 4.2 During the course of Pre-Bid Conference, the Bidders will be free to seek clarifications and make suggestions for consideration of CSL. CSL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bid Process.
- 4.3 Prior to initiate proceedings for participation in the pre-bid meeting bidders shall make sure that they comply with all the prequalification requirements as specified in **clause 2 of section III** of the RFP. Each Bidder shall be required to nominate, for the purpose of any and all communication between the Bidder and CSL in connection with the Bid Process, a single point of contact, by way of provision of details regarding the individual appointed as the single point of contact, as well details of all persons authorized to attend the Pre-Bid Conference on behalf of the Bidder. Such details shall include the following details, with respect to the aforesaid single point of contact, as well as each individual attending the Pre-Bid Conference:
- (a) Name of person;
 - (b) Designation of person;
 - (c) Name of the concerned organization;
 - (d) Phone number; and
 - (e) Email ID.

The pre-bid queries and the details requested above at **Clause 4.3 of Section II** shall be provided at least 7 (seven) days before the Pre-Bid Conference, by way of an email sent to sureshabutc@cochinshipyard.in and sroffice@cochinshipyard.in.

- 4.4 For the purposes of this RFP, the email addresses of the Bidders, from which the information pertaining to the Pre-Bid Conference, or any other communication is received with regard to the RFP, such as the request for a Site visit, is sent to CSL, shall be deemed to be the registered email address of the Bidders for any future correspondence by CSL, during the Bid Process.

5. PREPARATION AND SUBMISSION OF BIDS

5.1 Format and Signing of Bid

- 5.1.1. Bidders shall provide all the information required under the RFP. CSL shall evaluate only those Bids which are received as per the format specified under this RFP and are complete in all respects.
- 5.1.2. The documents submitted by the Bidder including the Pre-Qualification Information, Technical Bid and Financial Bid (*and any supporting documents*) shall be typed and signed on each page by the Authorized Signatory of the Bidder. Any alterations, omissions, additions or any other amendments made to such documents shall be signed by the Authorized Signatory of the Bidder.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

- 5.1.3. The Bidder shall submit as part of its Pre-Qualification Information, a power of attorney in the format as set forth in **Appendix 3**, or a certified true copy of the resolution of its board of directors in the format set forth in **Appendix 4**, in each case, authorizing the signatory of the Bid to commit the Bidder ("**Authorized Signatory**").
- 5.1.4. The Bid submitted in response to the RFP shall be in physical form, and shall be couriered by each Bidder, in accordance with the instructions provided by CSL as part of the Bid Process, which shall reach CSL within the specified Bid Due Date. Please note that all dates and time mentioned in the RFP represent IST.
- (a) the first sealed envelope marked as "**Envelope I – PART A – Pre-Qualification Information**" shall contain a file consisting of the Pre-Qualification Information (including the Bid Bond), as required under this RFP, which shall be comprised of the following elements:

Appendix 1	Cover Letter
Appendix 2	Bid Bond
Appendix 3 or Appendix 4	Power of Attorney for appointing Authorized Signatory / Board resolution for appointing Authorized Signatory
Appendix 5	Formats for certification of Pre-Qualification Criteria
	Appendix 5.1: Certificate regarding Net Worth
	Appendix 5.2: Certificate regarding Turnover
	Appendix 5.3: Certificate regarding Technical Eligibility
Appendix 8	Non-Disclosure Undertaking to be signed by the Bidder
Appendix 11	Format of Undertaking for Bidders
Appendix 12	Pre Contract Integrity Pact
Other items	(a) Copies of the certificates of incorporation / suitable constitutional documents of the Bidder
	(b) Other supporting documents as prescribed under Clause 2 of Section III (Pre-Qualification Criteria)

- (b) the second sealed envelope marked as "**Envelope II – PART B – Technical Bid**" shall contain a file consisting of the Technical Bid for Phase-I, as envisaged under this RFP, which shall be comprised of the elements detailed in the table herein below. The Bidders shall prepare the aforesaid file while referring to **Appendix 6** for guidance on details which CSL expects the Bidders to provide as part of the Technical Bid. In the event any Bidder wishes to submit information in greater detail on any items forming part of their Technical Bid, they would be required to submit a list of such items, as part of the aforesaid file.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

Appendix 6	Formats to be used for provision of Technical Bid for Phase-I
	Appendix 6A.1: Credentials of the Bidder
	Appendix 6A.2: Business Plan
	Appendix 6A.3: Operation model
	Appendix 6B: Financial model for Phase-I

- iii. the third sealed envelope marked as “Envelope III – PART C– Financial Bid” which shall contain the Financial Bid for Phase-I, as envisaged under this RFP, comprised of the following element:

Appendix 7	Format to be used for submission of the Financial Bid for Phase-I
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The Bidders shall ensure that their Bids are submitted in the formats and sequencing as mentioned above.

- 5.1.5. CSL has designed the formats prescribed in this RFP to capture the information relevant for the evaluation of the Bids. Therefore, the Bidders are required to provide information in the enclosed formats to aid the process of evaluation, to the extent provided under this RFP.

- 5.1.6. The Bidder shall conform to all terms, conditions and the detailed Pre-Qualification Information, Technical Bid and Financial Bid requirements as laid down in this RFP. Failure of the Bidder to furnish all the information as specified in this RFP, or the submission of any proposal not compliant with the conditions specified in the RFP, shall result in the rejection of the Bidder as non-compliant.

5.2 Bid Due Date and time

- 5.2.1. Bids must be submitted in any case before 15:00 hours (IST) on the Bid Due Date (as provided under **Clause 1.6 of SECTION II** of this RFP), in the manner and form as detailed in this RFP.

- 5.2.2. CSL may, in its sole discretion, extend the Bid Due Date and/or the time specified under **Clause 5.2 of Section II** of above by issuing an amendments / corrigenda in accordance with this RFP, uniformly for all. In such case, all rights and obligations of CSL and the Bidders previously subject to the original Bid Due Date and/or time will thereafter be subject to such extended time as specified by the amendments / corrigenda.

5.3 Late Bids

- 5.3.1 Bids received by CSL beyond the time specified in **Clause 5.2 of Section II** above on the Bid Due Date shall be summarily rejected by CSL. CSL will not be responsible for any delay in receipt of Bids.

5.4 Modifications / Substitution / Withdrawal of Bids

- 5.4.1. A Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by CSL prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by a Bidder on or after the Bid Due Date other than in accordance with the provisions of this RFP.

SECTION II: BID ELIGIBILITY REQUIREMENTS AND INSTRUCTIONS

- 5.4.2. The modification, substitution or withdrawal notice (along with the modified/substituted Bid, in case of modification/substitution) will be delivered to CSL in the same manner as the Bid is to be submitted, clearly marked as a modification.
- 5.4.3. Any alteration or modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by CSL, shall be disregarded by CSL.

SECTION III: QUALIFICATION CRITERIA

SECTION III: QUALIFICATION CRITERIA

PART I: PRE-QUALIFICATION INFORMATION

1. COMMON CRITERIA

1.1 Documentation

Each Bidder shall submit the following documentation as part of its Pre-Qualification Information:

- (a) the covering letter indicating the desire of the Bidder to submit a Bid, in accordance with the requirements of this RFP, and the contents of the Bid submitted, as per the format set forth in **Appendix 1**;
- (b) the Bid Bond, as detailed under **Clause 1.2 of this Part I of SECTION III** of the RFP, as per the format set forth in **Appendix 2**;
- (c) copies of the certificates of incorporation / suitable constitutional documents of the Bidder;
- (d) an executed copy of the power of attorney appointing the Authorized Signatory or a certified copy of the resolution of the Board of Directors of the Bidder appointing the Authorized Signatory, as required under **Clause 5.1.3 of SECTION II** of this RFP, as per the format set forth in **Appendix 3** or **Appendix 4**, as the case may be;
- (e) copies of the certificates issued for certifying Net Worth and Turnover under **Appendix 5.1** and **5.2**;
- (f) documentation specifically required under **Clause 2 of this Part I of SECTION III** of the RFP as per **Appendix 5.3**; and
- (g) signed Non-Disclosure Undertaking as per the format set out in **Appendix 8** of this RFP.

It is hereby clarified that all documentation enumerated herein above in **Clause 1.1 of this Part I of SECTION III** shall be submitted and be placed in a single envelope titled as “**Envelope I – PART A – Pre-Qualification Information**” as specified under **Clause 1.2.1 of Section II** of this RFP.

1.2 Bid Bond

Each Bidder shall be required to furnish, as part of its Bid, Bid Bond, having the following attributes:

- (a) a Bid Bond for the “**Request for Proposals for O&M Arrangement for Phase-I of ISRF as Part of Ship Repair Cluster Development at Kochi** bearing reference number **CSL/SRP/126/2024**” of value USD 600,000 (United States Dollars six hundred thousand);
- (b) Bid Bond being in the form of an unconditional and irrevocable bank guarantee in favour of CSL from a reputed bank acceptable to CSL;
- (c) Bid Bond being valid for 90 (ninety) days after the Bid Validity Period (*including the*

SECTION III: QUALIFICATION CRITERIA

extended Bid Validity Period, if any); and

- (d) Bid Bond shall be submitted in original by the Bid Due Date and time, and shall be part of the envelope titled **“Envelope I – PART A – Pre-Qualification Information”**.

1.3 Pre Contract Integrity pact

Bidder shall submit pre contract integrity pact signed by authorised signatory as per format attached at **Appendix 12**. The pre contract integrity pact should be submitted along with **envelope titled “Envelope I – PART A – Pre-Qualification Information”**.

2. PRE-QUALIFICATION REQUIREMENTS

The Bidder should also meet the following criteria:

S. No	Criteria	Supporting documents to be submitted
1.	A positive Net Worth of at least USD 75,000,000 (United States Dollars seventy five million) at the end of the immediately preceding Financial Year.	Certificate from the statutory auditor of the Bidder in case the Bidder is a company or certificate from a practicing chartered accountant in case the Bidder is any other entity, substantially in the format specified in Appendix 5.1 , certifying the Net Worth of the Bidder, to demonstrate its financial capacity, and certifying and confirming that the methodology adopted for calculating such Net Worth is in accordance with the definition of “Net Worth” as provided in this RFP.
2.	Average Turnover of USD 25,000,000 (United States Dollars twenty five million) for the immediately preceding three completed Financial Years i.e., FY 2023-24, 2022-2023 and 2021-2022.	i. Certificate from the statutory auditor of the Bidder in case the Bidder is a company or certificate from a practicing chartered accountant in case the Bidder is any other entity substantially in the format specified in Appendix 5.2 , certifying the Turnover of the Bidder. ii. Audited financial statements of the Bidder for the immediately preceding 3 (three) completed Financial Years.
3.	The Bidder or any of its Associates must not have been blacklisted/suspended/ debarred by any Government or Government Instrumentality in India or in any other jurisdiction in which such entities are incorporated or conduct their business from	Self-declaration as detailed in Appendix 1 in this regard by the Authorized Signatory of the Bidder. <i>(Note to Bidders: No additional supporting documents are required in this regard.)</i>

SECTION III: QUALIFICATION CRITERIA

S. No	Criteria	Supporting documents to be submitted
	participating in any project in the 3 (three) years immediately preceding the Bid Due Date.	
4.	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 Government.	Self-declaration as detailed in Appendix 1 by the Bidder of not being bankrupt or in the process of bankruptcy. <i>(Note to Bidders: No additional supporting documents are required in this regard.)</i>
5.	The Bidder shall have cumulative experience of 5 (five) years in owning, leasing and/or operating (in any combination of these) a docking facility for docking of vessels not less than 6000 (six thousand) tonnes. <i>Note to Bidders: Docking facilities may include ship lift/ dry dock/ Floating Dry Dock.</i>	Bidder shall submit details of the relevant docking facility (ship-lifts, dry docks, Floating Dry Docks) along with the registration certificate, layouts diagrams, substantially in the format specified in Appendix 5.3 . <i>(Note to Bidders: Please note that CSL reserves the right to seek additional information from the Bidder for assessing eligibility of the Bidder under this criterion.)</i>
6.	Credit rating (long term/issuer rating) for the Bidder should be minimum “BBB” (stable) as per the Indian investment grade for the Indian Bidders from SEBI certified reputed credit rating agencies or global equivalent of “BBB” (stable) by recognised international credit rating agency for the 3 (three) immediately preceding Financial Years (i.e., FY 23-24, 22-23 and 21-22).	Self-declaration as detailed in Appendix 5.3 , along with relevant documents evidencing the credit rating of the Bidder as issued by SEBI certified reputed credit rating agencies or global equivalents for the 3 (three) immediately preceding Financial Years.
7.	Bidders who are from countries which share land border with India and intend to participate in this Bid Process shall be in compliance with Rule 144 (XI) of the General Financial Rules, 2017 read with Order dated February 23, 2023, bearing reference number F.7/10/2021 PPD (1), issued by the Department of Expenditure, Ministry of Finance, GoI (as may be amended/modified/clarified/substantiated/replaced from time to time) (“DoE Order”).	Bidders shall submit an undertaking confirm compliance with the DoE Order, substantially in the format specified in Appendix 11 .

SECTION III: QUALIFICATION CRITERIA

PART II: TECHNICAL BID

3. TECHNICAL CRITERIA

3.1 Contents of Technical Bid for the Phase-I

As specified in **Clause 5.1.4 of SECTION II** of this RFP, the Bidder would be required to submit a Technical Bid for Phase-I. The Technical Bid shall comprise of the following elements, with the Bidder ensuring that the information specified herein below is provided therein. Further, certain specific questions which the Bidders are to address in their Bids are set out in **Appendix 6**. It may be noted that as part of the evaluation of the Technical Bids, the Bidders shall be asked to make a presentation to CSL, which would cover the criteria set out below. The date and time of the presentation shall be intimated to the Bidders by CSL at a later date.

Sr. No.	Category	Details	Scoring
1.	Credentials of the Bidder	<p>Ship repair and/or maintenance projects each valued above USD 02 Million (United States Dollars two million), which shall have been successfully completed by the Bidder in the immediately preceding 05 (five) Financial Years (<i>i.e.</i>, FY 23-24, 22-23, 21-22, 20-21 and 19-20).</p> <p>(i) Completion of 200+ (two hundred plus) ship repair and/or maintenance projects for ships with minimum LoA of 130 meters: 20 marks.</p> <p>(ii) Completion of 150-200 ship repair and/or maintenance projects for ships with minimum LoA of 130 meters: 15 marks.</p> <p>(iii) Completion of 100-149 ship repair and/or maintenance projects for ships with minimum LoA of 130 meters: 10 marks.</p> <p>A brief description of each project must be included in the Technical Bid, in the format specified in Appendix 6.A.1.</p> <p><i>Note to Bidders: CSL reserves the right to seek further information about the submission.</i></p>	Max: 20 marks
2.	Credentials of the Bidder (number of employees at executive level of the Bidder)	<p>Number of permanent employees at the executive level of the Bidder (including both shipbuilding, ship repair and other units):</p> <p>(i) More than 50 permanent employees at the executive level: 10 marks.</p> <p>(ii) 31 to 50 permanent employees at the executive level: 08 marks.</p> <p>(iii) 11 to 30 permanent employees at the executive level: 06 marks.</p>	Max: 10 marks

SECTION III: QUALIFICATION CRITERIA

Sr. No.	Category	Details	Scoring
		<p>(iv) Less than 11 permanent employees at the executive level: 02 marks.</p> <p>Bidders must furnish a profile-wise headcount of executive-level employees, as specified under Appendix 6.A.1, certified by the Authorized Signatory.</p>	
3.	Credentials of the Bidder (Financial Strength)	<p>A positive Net Worth of at least USD 150,000, 000 (United States Dollars one hundred fifty million) at the end of immediately preceding Financial Year: 20 marks</p> <p>A positive Net Worth of at least USD 75,000,000 (United States Dollars seventy-five million) at the end of immediately preceding Financial Year: 10 marks</p>	Max: 20 marks
4.	Business Plan	<p>Bidders must submit a detailed business plan for the entire term of the O&M Agreement, including but not limited to the proposed:</p> <p>(i) business development and marketing model indicating the types of vessels/ projects envisaged to be taken up as part of Phase-I</p> <p>(ii) organisation structure indicating the team and management hierarchy of O&M Entity to be positioned in ISRF for undertaking Phase-I</p> <p>Bidder shall provide the business plan, in the format specified in Appendix 6.A.2.</p> <p><i>Note to Bidders: CSL reserves the right to discuss the business plan as part of the proposal presentation and discussion with the Bidder.</i></p>	Max: 25 Marks
5.	Operation model	<p>Bidders must submit details of the following:</p> <p>(a) operation and execution model of the Bidder in respect of Phase-I, including plans for operation and management of the Phase-I Facilities and development of service and support eco system for providing Ship Repair and/or Maintenance Services as part of Phase-I;</p> <p>(b) relevant details which the Bidder finds appropriate;</p> <p>(c) process innovations proposed in order to drive</p>	Max: 25 Marks

SECTION III: QUALIFICATION CRITERIA

Sr. No.	Category	Details	Scoring
		<p>globally efficient ship repair and/or maintenance operations at the Phase-I Facilities;</p> <p>(d) a specified, tier-wise, list of international standards that will be adhered to during the term of the O&M Agreement and the action plan to achieve the same; and</p> <p>(e) Action plan for achieving the standards listed out as per the above.</p> <p>Bidder shall provide such details, in the format specified in Appendix 6.A.3.</p>	

- 3.2 Bidders that score equal to or more than 75 marks or more (*out of the maximum 100*) in the evaluation process pertaining to the Technical Bid shall be eligible to be further considered in the Bid Process. Financial Bids of only such Bidders, (who have qualified the technical criteria by scoring equal to or more than 75 marks or above in the evaluation process pertaining to the Technical Bids), shall be opened for further evaluation. Bidders who score less than 75 marks in the technical evaluation shall be disqualified.

PART III: FINANCIAL BID

4. FINANCIAL BID FOR PHASE-I

4.1 Elements of Financial Bid:

Each Bidder shall submit its Financial Bid under the following heads in the specified format (**Appendix 7**) enclosed with this RFP:

Item	Details
Upfront Fee for Phase-I (A)	<p>Upfront Fee (in USD) payable, by the Preferred Bidder to CSL, for Phase-I, as a bullet payment in cash, within 30 (thirty) days of the issuance of LoI, by CSL to the Preferred Bidder.</p> <p><u>Mandatory Conditions</u></p> <ul style="list-style-type: none"> Upfront Fee to be quoted by the Bidder shall be greater than the floor price of USD 12,000,000 (United States Dollars twelve million). Bidders shall submit quotes for the Upfront Fee in minimum increments of USD 100,000 (United States Dollars one hundred thousand) above the stated floor price.

SECTION III: QUALIFICATION CRITERIA

<p>Annual Fees for Phase-I (B)</p>	<p>Annual Fee (in USD) to be quoted by the Bidder for a complete Financial Year. However, the Annual Fee for the first financial Year will be calculated on a <i>pro-rata</i> basis, and shall be paid within 30 (thirty) days of the Annual Fee Start Date. Thereafter, for each of the succeeding Financial Year of the term of the O&M Agreement, Annual Fee shall be due and payable within 30 (thirty) days of the beginning of each Financial Year.</p> <p><u>Mandatory Conditions</u></p> <ul style="list-style-type: none"> ▪ Annual Fees to be quoted by the Bidder shall be greater than the floor price of USD 2,500,000 (United States Dollars two million and five hundred thousand). ▪ Bidder should quote for the Annual Fees in minimum increments of 100,000 USD (United States Dollars one hundred thousand) above the stated floor price.
<p>Revenue Share Percentage for Phase-I (C)</p>	<p>In respect of each invoice realised by CSL from a client who has availed of Ship Repair and/or Maintenance Services from the O&M Entity, for and on behalf of CSL, Revenue Share Percentage shall be applicable to the actual amount realised in CSL's account, net of taxes.</p> <p><u>Mandatory Conditions</u></p> <ul style="list-style-type: none"> ▪ The Revenue Share Percentage for Phase-I to be quoted by Bidders in their Financial Bid shall be greater than 0% (zero percent) and lesser than or equal to 95% (ninety five percent). ▪ The Bidders can quote for the Revenue Share Percentage in minimum increments of 1% (one percent). <p><i>For avoidance of doubt, it is expressly clarified that no Revenue Share Percentage shall be applicable in respect of works pertaining to CSL Exclusive Matters which shall have been executed by the O&M Entity, for and on behalf of CSL. CSL shall pay to the O&M Entity, in relation to CSL Exclusive Matter, the price as maybe mutually agreed to between CSL and the O&M Entity, subject to and in accordance with the Clause 7.9 of Section I and terms of the O&M Agreement.</i></p>

Note to Bidders:

Applicable Goods and Service Tax (GST) rate will be collected by CSL along with Upfront Fee and Annual Fees. Please note that the current GST rate is 18%.


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 कोचीन शिपयार्ड लिमिटेड
 Cochin Shipyard Ltd.

SECTION III: QUALIFICATION CRITERIA

For evaluation of Financial Bid, the Bid Value shall be calculated as per the below formula:

$$\text{"Bid Value"} = A + (11 \times B) + [1500 \times (100\% - C\%)]$$

Where:

A = Upfront Fee, in million USD

B = Annual Fees, in million USD

C = Revenue Share Percentage

4.2 Format for Bid

The Financial Bid in relation to Phase-I must be submitted by the Bidder in the format provided in **Appendix 7**.

In addition to the foregoing, the O&M Entity shall pay all other charges/fees/deposits etc. to CSL as particularly set out under the O&M Agreement, in accordance therewith.


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Cochin Shipyard Ltd.

SECTION IV: EVALUATION OF BIDS

SECTION IV: EVALUATION OF BIDS

1. EVALUATION METRICS

The O&M Agreement, will be awarded to the Bidder who submits having met the requirements set out in the RFP, and is adjudged to be the most advantageous to CSL by reference to the evaluation criteria defined as set out below. CSL will evaluate Bids received according to the process described below. CSL reserves the right to seek further details of the responses submitted towards technical evaluation criteria, in case felt necessary.

1.1 Stage 1 - Assessment of Pre-Qualification Criteria

1.1.1 In the first stage, each Bidder shall be evaluated to determine compliance with **Part I of Section III** (Pre-Qualification Information). Only the Technical & Financial Bids of the Bidder, who passes the Pre-Qualification Criteria would be evaluated further for deciding the Preferred Bidder. The Technical Bid & Financial Bid submitted by Bidders who do not qualify for **Part I of Section III** evaluation shall not be opened and the same shall be returned to the Bidder.

1.1.2 If a Bidder fails to comply in any respect with the requirements set out in this RFP, CSL may in its absolute discretion, take any of the following actions:

- (a) reject the relevant Bid as non-compliant;
- (b) without prejudice to CSL's right to reject the Bid, meet with, raise issues and/or seek clarification from the Bidder in respect of the relevant Bid;
- (c) without prejudice to CSL's right to reject the Bid, request the Bidder to provide CSL with information or items which have not been provided or have been provided in an incorrect form;
- (d) without prejudice to CSL's right to reject the Bid, negotiate an amendment and/or change to the relevant Bid with the Bidder;
- (e) without prejudice to CSL's right to reject the Bid, waive a requirement which, in the opinion of CSL, is minor, procedural or non-material; and
- (f) without prejudice to CSL's right to reject the Bid, amend the relevant requirement of the RFP and invite the other Bidders to adjust their respective Bids on the basis of such revised requirement, *provided however* that no amendment and/or change to CSL's requirements will be permitted if, in the opinion of CSL, the amendment and/or change, if accepted, would constitute a material amendment and/or change to CSL's requirements.

1.1.3 The Bid must include all applicable elements required under **SECTION II** and **SECTION III** of this RFP.

1.2 Stage 2 – Evaluation of Technical and Financial Bid

Post evaluation and qualification of **Part-I of Section III**, further evaluation of the offers will be done by competent authority within CSL, as follows -

1.2.1. The **Part II of Section III** i.e., the Technical Bid of Bidders will be evaluated for technical

SECTION IV: EVALUATION OF BIDS

suitability. For successfully qualifying in the technical evaluation, the Bidder should score equal to or more than 75 marks in the technical part. Financial Bid of only those Bidders who qualify in the **Part II of Section III** evaluation, will be opened and evaluated.

- 1.2.2. The Financial Bid quoted by the Bidder should be final and subject to terms of the O&M Agreement, remain firm during the term of the O&M Agreement.
- 1.2.3. For evaluation of the Financial Bid, the Bid Value will be calculated as per the below formula:

$$\text{"Bid Value"} = A + (11 \times B) + [1500 \times (100\% - C\%)]$$

Where,

A= Upfront Fee, in million USD

B= Annual Fees, in million USD

C= Revenue Share Percentage

The highest Bid amongst the Bids submitted by the technically qualified Bidders will be considered as the H1 Bid provided all the terms and conditions as stipulated under this RFP are met by the highest Bid, and shall be considered as the winning bid, for entering into the O&M Agreement.

In case, two Bidders who have submitted Financial Bid with the same Bid Value, then the Bidder with higher technical score as evaluated under this **Clause 1.2 of Section IV** shall be adjudged as the H1 Bidder for entering into the O&M Agreement.

1.3 Award of Contract/ Execution of O&M Agreement

- 1.3.1 CSL will conduct the selection process in a fair and non-discriminatory manner. CSL, however, reserves the right to, unilaterally and at its sole discretion, change the selection process, certain elements of the RFP, or to annul the entire Bid Process at any time without assigning any reason and without incurring any liability towards the affected Bidder(s). CSL reserves the right to change some elements of the foreseen set up and operation of the Phase-I, as it may deem fit at its sole discretion. It is hereby clarified that CSL may, in its absolute discretion, choose not to award Phase-I to any of the Bidders at all.
- 1.3.2 The information contained in this RFP and its appendices is to instruct and guide the Bidders in submission of their proposal for the required services. The Bidder shall comply with all the terms and conditions, set out in the Bid Documents, in the submission of its Bid. Failure to comply with or breach of any of the terms and conditions set out in these Bid Documents may result in the Bidder being disqualified in this Bid as well as in future bids or tenders conducted by CSL.
- 1.3.3 After completion of the Bid evaluation process in accordance with the provisions herein above, CSL shall notify the Preferred Bidder, that its Bid has been accepted. Such notification shall be done in writing *via* courier, email, or facsimile.
- 1.3.4 Bidders not preferred will be informed, however, no scores or further breakdown of the evaluation shall be communicated or made available to any Bidder.
- 1.3.5 At any time prior to signing of the O&M Agreement, CSL reserves the right to accept or reject any Bid, and/or to annul the Bid Process, without incurring any liability to the Bidders or any obligation to inform the Bidder(s) of the grounds for CSL's action. The Bidder(s) shall not be entitled to make any claim against CSL on account of such rejection or annulment.

SECTION IV: EVALUATION OF BIDS

1.3.6 Upon completion of the selection process of the relevant Preferred Bidder in relation to Phase-I, CSL shall issue LoI to the Preferred Bidder. Upon issuance of the LoI, the Preferred Bidder shall undertake the following actions within the timelines stipulated below:

- (a) within 7 (seven) days of the date of issuance of the LoI for Phase-I, the Preferred Bidder shall submit its acceptance and acknowledgement of the LoI to CSL;
- (b) [applicable on foreign Bidders] if the Preferred Bidder is incorporated outside the territory of India, within 30 (thirty) days of the date of issuance of LoI the Preferred Bidder shall incorporate and promote a special purpose vehicle, for acting as the O&M Entity, in accordance with the terms of the Bid Documents;
- (c) within 30 (thirty) days of the date of issuance of the LoI, the Preferred Bidder shall submit the Upfront Fee as per the RFP; [applicable on foreign Bidders]. In case if the O&M Entity is not able to incorporate a special purpose vehicle within the timeline specified at clause **1.3.6 (b) of section IV above**, they shall remit an amount equivalent to the amount of upfront fee as non-interest bearing security deposit. The security deposit shall be adjusted against upfront fee once the special purpose vehicle is constituted by the O&M Entity.
- (d) shall execute or cause to be executed, as the case maybe, the detailed O&M Agreement with CSL within 45 (forty-five) days from the date of issuance of LoI.
- (e) within 45 (forty five) days of the date of issuance of LoI, cause submission of the requisite Performance Security in the form of a bank guarantee for a sum equal to the Annual Fee as required under the O&M Agreement.
- (f) [applicable on foreign Bidders] within 45 (forty five) days of the date of issuance of LoI, cause submission of the requisite guarantee as per the format set out under the O&M Agreement, wherein the Preferred Bidder shall guarantee the obligations of the O&M Entity under the O&M Agreement.
- (g) within 30 (thirty) days of Annual Fee Start Date, the O&M Entity cause submission of the requisite Annual Fee payable (calculated on a pro-rata basis) for the first Financial Year, in accordance with the terms of O&M Agreement.


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SECTION V: ANTI-BRIBERY AND CORRUPTION PROVISIONS

SECTION V: ANTI-BRIBERY AND CORRUPTION PROVISIONS

1. FRAUD AND CORRUPT PRACTICES

1.1 The Bidders and their respective officers, employees, agents and other representatives shall observe the highest standard of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFP, CSL shall reject any Bid, without being liable in any manner whatsoever to the Bidder, if CSL determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practices, fraudulent practices, coercive practices, undesirable practices or restrictive practice in the Bid Process. In such an event, CSL shall invoke the Bid Bond, without prejudice to any other right or remedy that may be available to CSL under this RFP or Applicable Law.

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

- (a) “**coercive practice**” shall mean impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bid Process;
- (b) “**corrupt practice**” shall mean (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bid Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CSL, who is or has been associated or dealt in any manner, directly or indirectly with the Bid Process and/or the execution of any of the agreements or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of CSL, shall be deemed to constitute influencing the actions of a person connected with the Bid Process); or (ii) engaging in any manner whatsoever, whether during the Bid Process or after the execution of the, as the case may be, who at any time has been or is a legal, financial or technical adviser of CSL in relation to any matter concerning the Bid;
- (c) “**fraudulent practice**” shall mean a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bid Process; and
- (d) “**undesirable practice**” shall mean (i) establishing contact with any person connected with or employed or engaged by CSL, with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bid Process; or (ii) having a conflict of interest; and
- (e) “**restrictive practice**” shall mean forming a cartel or arriving at any understanding or arrangement among the Bidder(s) with the objective of restricting or manipulating a full and fair competition in the Bid Process.

1.3 Without prejudice to any other right or remedy that may be available to CSL under this RFP or otherwise:

- (a) the Bidder, its Associate(s) (or any constituent thereof) should not have common controlling shareholders or other ownership interest in any other Bidder, its Associate(s)

SECTION V: ANTI-BRIBERY AND CORRUPTION PROVISIONS

(or any constituent thereof). However, such disqualification shall not apply in cases where:

- (i) the direct or indirect shareholding of a Bidder, its Associate(s) (or any constituent thereof) in any other Bidder, is less than 25% (twenty-five per cent) of the subscribed and paid-up equity share capital thereof; and
 - (ii) the ownership is by a bank, insurance company, pension fund or a public financial institution as defined under Section 2 (72) of the Companies Act, 2013 or a foreign portfolio investor or a public sector undertaking, of similar nature.
- (b) the Bidder, its Associate(s) or group company member (or any constituent thereof) should not, receive or have received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Associate(s) or group company member (or any constituent thereof), or have provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Associate(s) or group company member (or any constituent thereof); or
- (c) the Bidder, its Associate(s) (or any other constituent thereof) should not have a relationship with another Bidder, its Associate(s) thereof, directly or through common third party / parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bidder of either or each other. This shall not apply to the Bidders, their Associates etc. that are central or state government public sector undertakings.



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Cochin Shipyard Ltd

APPENDIX 1: DRAFT OF COVER LETTER

APPENDIX 1: DRAFT OF COVER LETTER

[To be executed on the letter head of the Bidder]

Date: [insert]

To,

Cochin Shipyard Limited

(Govt. of India Enterprise)

PO Bag No. 1653, PERUMANOOR PO,
Kochi - 682 015

Subject: Bids for Phase-I in response to the Request for Proposals for O&M Arrangement for Phase-I of ISRF as part of the Ship Repair Cluster Development at Kochi bearing reference number CSL/SRP/126/2024 dated 05.09.2024 issued by Cochin Shipyard Ltd. ("CSL") ("RFP").

1. With reference to the RFP, we, [insert name of Bidder], having examined the RFP including all amendments/corrigendum thereof and all associated documentation in connection therewith made available by CSL, and having understood the contents thereof, hereby submit [my/our] Bid for the aforesaid Phase-I. These Bids are unconditional and unqualified, made for the express purpose of evaluation thereof in connection with the aforesaid Phase-I, and are being made in accordance with the provisions of the RFP.
2. All information provided in the Bid and in the documentation provided therewith is true and correct. We shall make available any information required by CSL, the Government and/or such relevant authority for authentication or supplementation of the Bids.
3. We hereby state, confirm and declare that:
 - (i) we have examined to our satisfaction, and have no reservations to or with regard to, the RFP or any information provided by CSL in connection therewith, including any amendments / corrigenda to this RFP issued by CSL;
 - (ii) we do not have any Conflict of Interest in accordance with Clause 3.2 of Section II of the RFP;
 - (iii) we do not have any special privilege or immunity from any judicial process or judicial authorities, and if we have any such special privilege or immunity, we hereby waive any such privilege or immunity;
 - (iv) we irrevocably undertake that we are subject to judicial processes as provided in the RFP, and do not possess any special privileges or immunity from ordinary judicial proceedings;
 - (v) we agree that CSL has and reserves the right to reject our Bids and disqualify us for Phase-I in accordance with the provisions thereof, and/or take any other action or exercise any other right available to it under the provisions of the RFP and/or Applicable Law;
 - (vi) we have not directly, or indirectly, or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice,


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APPENDIX 1: DRAFT OF COVER LETTER

as defined in **SECTION V** of the RFP, in accordance with the provisions thereof;

- (vii) we have taken steps to ensure conformity with the provisions of **SECTION V** of the RFP, and no person or entity acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, or in any manner violate any provision of **SECTION V** of the RFP;
 - (viii) we agree that CSL owns, and shall retain, the intellectual property rights to all the information it provided to us in the Bid Documents; and
 - (ix) we acknowledge nothing contained in the RFP shall be considered an assurance, representation or guarantee of any amount of business or prospect of business.
4. We acknowledge the right of CSL to reject our Bids without assigning any reason, or otherwise, and hereby waive our right to challenge the same on any account whatsoever.
 5. We understand that CSL may cancel the Bid Process at any time, and that CSL is neither bound to accept any Bid that it may receive, nor required to invite the Bidders to Bid for Phase-I, without incurring any liability to the Bidders.
 6. We certify that the projects utilized to demonstrate our experience as part of the Technical Bid are compliant with Applicable Law and regulations.
 7. We certify that we have not been convicted by any Government, including a court of law, or indicted or had adverse orders passed by a Government which could cast a doubt on our ability to undertake Phase-I, or which relates to a grave offence that outrages the moral sense of the community.
 8. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Government or convicted by a court of law for any offence committed by us or by any of our Associates.
 9. We further certify that no investigation by a Government (including any regulatory authority) is pending either against us or against our Associates or against any officers / directors / key managerial personnel.
 10. We undertake that in case due to any change in facts or circumstances during the Bid Process or thereafter, we are attracted by the provisions of disqualification in terms of the guidelines referred to above or as per terms contained in the RFP, we shall intimate CSL of the same immediately.
 11. We hereby irrevocably waive any right which we may have at any stage, at law or howsoever otherwise, arising to challenge or question any decision taken by CSL in connection with the determination of the Preferred Bidder, or in connection with the Bid Process itself, in respect of Phase-I and the terms and implementation thereof.
 12. We hereby confirm that we have not utilized the same legal, technical, or financial consultant as another Bidder for the purposes of submission of our Bid.
 13. We understand that CSL is not liable for (a) any errors or inaccuracies in any data, projections and other details set out in the RFP; (b) any conclusion drawn from such data, projections and

APPENDIX I: DRAFT OF COVER LETTER

other details set out in the RFP; (c) any reliance placed on such data, projections and other details set out in the RFP; or (d) the effect of current or future events on such data, projections and other details set out in the RFP.

14. In the event of our being declared as the Preferred Bidder, we agree to enter into the O&M Agreement, within 45 (forty five) days of the issuance of the LoI. We understand that we have no right to require or demand any modifications to the draft O&M Agreement, and hereby agree to abide by the same.
15. We have studied the RFP and all associated documentation in connection therewith made available by CSL carefully, and also surveyed the Site (as defined in the RFP). We understand that, except to the extent as expressly set forth in the O&M Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by CSL or in respect of any matter arising out of it.
16. The Upfront Fee, the Annual Fees and the Revenue Share Percentage for Phase-I have been quoted by us after taking into consideration: (a) all the terms and conditions stated in the RFP; (b) the O&M Agreement; (c) our own estimates of costs and volumes (d) after assessment of the Site; and (e) all other conditions that may affect the Bid.
17. We agree to pay the Upfront Fee/security deposit as per **clause 1.3.6 (c) of section IV** within 30 (thirty) days of issuance of the LoI, in cash in accordance with the terms of the RFP.
18. We offer Bid Bond of USD 600,000 (United States Dollars six hundred thousand) in accordance with the provisions of **Clause 1.2 of Part I of SECTION III** of the RFP. We understand that if the obligations of the Bidder are not paid in accordance with the terms of the RFP, CSL may, without prejudice to its other rights under the RFP or at law or equity, appropriate the Bid Bond as the mutually agreed genuine pre-estimate loss and damage suffered by CSL.
19. We agree to pay to CSL the Berthage / Facilitation Charges and/or all other charges, costs, levies as set out under the O&M Agreement.
20. The Bid Bond is in the form of a bank guarantee, in accordance with the format specified in the RFP.
21. *[Only applicable to Indian Bidders]*: We hereby confirm that our credit rating for the past 3 (three) Financial Years (FY 2023-24, 2022-23 and 2021-22), meets or exceeds the minimum requirement of 'BBB (stable)' as per the Indian investment grade, issued by a SEBI-certified reputed credit rating agency.

[Only applicable to foreign Bidders]: We hereby confirm that our credit rating for the past 3 (three) Financial Years (FY 2023-24, 2022-23 and 2021-22), meets or exceeds the global equivalent of 'BBB (stable)' rating under the India investment grade, as certified by a recognised international credit rating agency.
22. We agree and understand that CSL shall firstly evaluate our compliance with the Pre-Qualification criteria, and only open and evaluate the Technical Bid if the former have been successfully adhered to. In addition, we agree and understand that our Financial Bid for Phase-I shall not be opened in the event we do not obtain the requisite average technical score equal to or more than 75 marks with regard to the Technical Bid for Phase-I, as provided for under the RFP.

APPENDIX 1: DRAFT OF COVER LETTER

23. We have appointed [insert name] as our Authorized Signatory in accordance with the terms of the RFP, and have provided suitable documentation thereof, as required under the RFP.
24. We have engaged the following planning, environmental, technical, legal, financial advisors and/or any other external consultant/advisor in connection with the preparation of our Bid:

Sl. No.	Name of the advisor	Address of the advisor
1.		
2.		
3.		
4.		

25. We agree and understand that our Bids are subject to, and governed by, the provisions of the RFP, as may be amended or modified by CSL, as well as any other information provided by CSL in connection with the RFP. In no case shall we have any claim or right of whatsoever nature if Phase-I is not awarded to us, or our Bid is not opened or is rejected / disqualified.
26. We hereby confirm that we and our Associates have not been barred or blacklisted or suspended or debarred or had any contract terminated for breach of contract, by any Government or Government Instrumentality in India or in any other jurisdiction in which such entities are incorporated or conduct their business, from participating in any project, in the 3 (three) years immediately preceding the Bid Due Date.
27. We hereby confirm that we have not been declared insolvent/ bankrupt nor have we filed for insolvency/ bankruptcy nor are we in the process of being declared bankrupt before any Government.
28. [Only applicable to foreign Bidders] In the event, we are selected as the Preferred Bidder, we shall, within [30 (thirty)] days of issue of LoI, incorporate a special purpose vehicle, as a company under the (Indian) Companies Act, 2013, to act as the O&M Entity, subject to and in accordance with the terms of this RFP, prior to execution of the O&M Agreement.
29. We agree to keep this Bid valid until the expiry of 180 (one hundred and eighty) days from the Bid Due Date.
30. We agree and undertake to abide by all the terms and conditions of the RFP.
31. In the event of our being declared the Preferred Bidder, we shall not on our own or through Subsidiaries and/or any of Associates, during the entire term of the O&M Agreement, directly or indirectly: (a) engage in the construction, development, operation, management, maintenance or ownership of any ship repair and/or maintenance facility/asset in India other than pursuant to the O&M Agreement; (b) provide ship repair and/or maintenance services to any client in India other than pursuant to the O&M Agreement; and/or (c) submit a bid for a ship repair and/or maintenance project located in India in respect of which CSL or its Subsidiaries have submitted a bid.

APPENDIX 1: DRAFT OF COVER LETTER

32. In the event that we are selected as the Preferred Bidder, we agree and acknowledge that we are in compliance with the terms of **Appendix 11** of the RFP.
33. *[Only applicable to foreign Bidders]* We agree, in the event we are selected as the Preferred Bidder, we shall furnish a guarantee as per the format set out under the O&M Agreement, wherein, we shall guarantee the obligations of the O&M Entity under the O&M Agreement which guarantee shall remain in full force and effect throughout the term of the O&M Agreement.
34. We hereby confirm, in the event, we are selected as the Preferred Bidder, we shall furnish a performance security, in the form of a bank guarantee as per the format set out under the draft O&M Agreement, within 45 (forty five) days from the date of issuance of the LoI by CSL.
35. We have not incurred any prohibition in accordance with **Clause 3.2 of Section II** of the RFP.
36. In witness thereof, we submit this Bid under and in accordance with the terms of the RFP.
37. The capitalized terms used and not defined in this letter shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

Yours faithfully,

(Signature of the Authorized Signatory)

(Name and designation of the of the Authorized Signatory).

[Name and seal of Bidder]

Date: *[insert]*

Place: *[insert]*


सुरेश बाबु टी सी
SURESH BABU TC
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd

APPENDIX 2: FORMAT OF BID BOND

APPENDIX 2: FORMAT OF BID BOND

[To be executed on stamp paper of appropriate value. The Bidder is required to submit original copy of the Bid Bond.]

B.G. No. [insert] dated [insert]:

To

Cochin Shipyard Limited

(Govt. of India Enterprise)


PO Bag No. 1653, PERUMANOOR PO,
Kochi - 682 015

1. In consideration of Cochin Shipyard Limited ("CSL", which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns), having agreed to receive the Bid of [insert name of relevant entity], [a company incorporated under applicable law of incorporation], and having its registered office at [insert address], (hereinafter referred to as the "Bidder", which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for Phase-I pursuant to the request for proposal titled "**Request for Proposals for O&M Arrangement for Phase-I of ISRF as part of the Ship Repair Cluster Development at Kochi**", bearing reference number **CSL/SRP/126/2024**, issued by CSL, dated 05.09.2024 ("RFP") and other documentation in connection therewith provided by CSL, we [insert name of the Bank] ("Bank"), having our registered office at [insert], at the request of the Bidder, guarantee the due and faithful fulfilment of, and compliance with, the terms and conditions of the Bid Documents (as defined in the RFP) by the said Bidder, and unconditionally and irrevocably undertake to pay forthwith to CSL an amount of [USD 600,000 (United States Dollars six hundred thousand)] ("**Guarantee Amount**") as bid security ("**Bid Security**" or "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, in the event the Bidder fails to fulfil, or comply with, all or any of the terms and conditions contained in the said Bid Documents.
1. Any such written demand made by CSL, stating that the Bidder is in default of the requirement to ensure its due and faithful fulfilment of, and compliance with, the terms and conditions contained in the Bid Documents shall be final, conclusive and binding on the Bank.
2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of CSL is disputed by the Bidder or not, merely on the first demand from CSL stating that the amount claimed is due to CSL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including any failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the RFP for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
3. This Guarantee shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date, or for such extended Bid Validity Period as may be mutually agreed between CSL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.


सुरेश बाबु टी सी
SURESH BABU TC
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लि.
Cochin Shipyard

APPENDIX 2: FORMAT OF BID BOND

4. We, the Bank, further agree that CSL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bid Documents, and the decision of CSL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between CSL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
5. This Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
6. In order to give full effect to this Guarantee, CSL shall be entitled to treat the Bank as the principal debtor. CSL shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, to vary any of the terms and conditions contained in the said Bid Documents from time to time, or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of the LoI by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bid Documents by the said Bidder, or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bid Documents or the securities available to CSL, and the Bank shall not be released from its liability under these presents by any exercise by CSL of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CSL or any indulgence by CSL to the said Bidder or by any change in the constitution of CSL or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Bank from its such liability.
7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
8. We undertake to make the payment on receipt of CSL's notice of claim on us addressed to [insert name of Bank along with branch address] and delivered at the branch specified herein, which shall be deemed to have been duly authorized to receive the said notice of claim.
9. It shall not be necessary for CSL to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which CSL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of CSL in writing.
11. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS GUARANTEE, OUR LIABILITY UNDER THIS GUARANTEE SHALL BE RESTRICTED TO AN AMOUNT NOT EXCEEDING THE GUARANTEE AMOUNT ONLY.
12. All terms used herein but not defined shall have the meaning assigned to such term in the RFP



सुरेश बाबु टी सी
SURESH BABU TC
सहायक महा प्रबन्धक

Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.

APPENDIX 2: FORMAT OF BID BOND

The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by [insert name of bank].

By the hand of Mr./Ms. [insert name],
the [insert designation] and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

Note to Bidders: The Bidder would be required to utilize this format for the Bid Bond to be issued by the Bank under the RFP.



सुरेश बाबु टी सी
SURESH BABU TC
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.

**APPENDIX 3: FORMAT OF POWER OF ATTORNEY FOR APPOINTING
THE AUTHORIZED SIGNATORY**

APPENDIX 3:

FORMAT OF POWER OF ATTORNEY FOR APPOINTING THE AUTHORIZED SIGNATORY

[To be executed on stamp paper of appropriate value and notarised as required.]

- A. Whereas, Cochin Shipyard Limited (“**CSL**”) has invited bids from Bidders (*as defined in the RFP*) for Phase-I (*as defined in the RFP*), pursuant to the Request for Proposals for O&M Arrangement for Phase-I of ISRF as part of Ship Repair Cluster Development at Kochi, bearing reference number CSL/SRP/126/2024 issued by CSL dated 05.09.2024 (“**RFP**”);
- B. Whereas, we, [*insert name of the Bidder*], having decided to submit a Bid (*as defined in the RFP*), are required to designate one individual for representing us in connection with the submission of the Bid and taking all necessary actions in connection therewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

1. We, [*insert name of the organization*] (“**Bidder**”), having our registered office at [*insert address*] do hereby irrevocably constitute, nominate, appoint and authorize [*insert name*], son / daughter / wife of [*insert name*] and presently residing at [*insert address*], who is presently employed with us and holds the position of [*insert designation*], as our true and lawful attorney (hereinafter referred to as the “**Attorney**”) to do in our name and on our behalf /, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for appointment as O&M Entity for Phase-I (*as defined in the RFP*), pursuant to the RFP issued by CSL, including but not limited to:
- (a) the signing and submission of all documentation and applications, the Bid, any undertakings in connection therewith, and other documents and writings;
 - (b) participating in meetings involving the Bidder, and other conferences;
 - (c) responding to queries;
 - (d) submitting information / documents;
 - (e) signing and executing contracts and undertakings consequent to acceptance of the Bid of the Bidder, including the Lol; and
 - (f) generally, to represent the Bidder in all its dealings with CSL; and/or any other agency appointed by CSL or any other person or CSL, in all matters in connection with or relating to or arising out of the Bids to be made by the Bidder for the Phase-I and/or upon award thereof till the O&M Agreement is executed with CSL.

AND

2. We hereby agree to ratify and confirm, and do hereby ratify and confirm, all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney, and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us, the Bidder, and shall be binding on us, the Bidder.
3. All terms used herein but not defined shall have the meaning assigned to such term in the RFP.

**APPENDIX 3: FORMAT OF POWER OF ATTORNEY FOR APPOINTING
THE AUTHORIZED SIGNATORY**

**IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS [insert] DAY OF [insert month], [insert year].**

For:

(Signature) (Name & Title)

Accepted by:

[Insert name of the member in whose favour power of attorney is issued.]

(Signature)
(Name & Title)

Witnesses:

1. [insert name]
2. [insert name]

Person identified by me / personally appeared before me / signed before me / Attested / Authenticated*
(*Notary to specify as applicable.)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary Date: [insert]

Note to Bidders:

1. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by Applicable Law and the charter documents of the executant(s).
2. The executant shall submit for verification, the relevant extract of the charter documents and/or documents such as a resolution of the board of the executant, for demonstrating that the person executing this Power of Attorney for and on behalf of the executant has been validly authorized by executant in this regard.
3. In the event that the power of attorney is executed in India, the power of attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution.
4. For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by members from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.


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SURESH BABU TC
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.

**APPENDIX 4: FORMAT OF BOARD RESOLUTION FOR APPOINTING
THE AUTHORIZED SIGNATORY**

**APPENDIX 4:
FORMAT OF BOARD RESOLUTION FOR APPOINTING THE AUTHORIZED SIGNATORY**

“RESOLVED THAT the Company may, submit Bids for being appointed as the O&M Entity for Phase-I.”

“RESOLVED THAT the following person, namely, *[insert name and designation of the relevant person]* (hereinafter referred to as the **“Authorized Signatory”**), be and are hereby severally and irrevocably authorized:

1. to do for and on behalf of the Company, conduct all business, all such acts, deeds and things as are necessary or required in connection with or incidental the Request for Proposals for O&M Arrangement of Phase-I of ISRF as part of the Ship Repair Cluster Development at Kochi, bearing reference number CSL/SRP/126/2024 issued by CSL dated 05.09.2024 (**“RFP”**), including but not limited to:
 - (a) the signing and submission of all documentation and applications, the bid, any undertakings in connection therewith, and other documents and writings;
 - (b) participating in meetings involving the Company as a Bidder for the aforesaid projects, and other conferences;
 - (c) responding to queries;
 - (d) submitting information / documents; and
 - (e) signing and executing contracts and undertakings consequent to acceptance of the bid of the Company.”

“RESOLVED FURTHER THAT a copy of the aforesaid resolution, duly certified to be true by the aforesaid Authorized Signatory, be furnished to CSL.”

APPENDIX 5: REQUIRED CERTIFICATION

APPENDIX 5: REQUIRED CERTIFICATION

APPENDIX 5.1: Certification of Net Worth

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

Date: [insert]

To,

Cochin Shipyard Limited
(Govt. of India Enterprise)
PO Bag No. 1653, PERUMANOOR PO,
Kochi - 682 015

Subject: Certification of financial Pre-Qualification Criteria for Bid in response to the Request for Proposals for O&M Arrangement for Phase-I of ISRF as part of the Ship Repair Cluster Development at Kochi, bearing reference number CSL/SRP/126/2024, issued by Cochin Shipyard Limited ("CSL") dated 05.09.2024 ("RFP").

[Respected Sir / Ma'am],

1. This is to certify that [insert name of relevant entity] possessed the following financial capacity at the end of the Financial Year (as defined in the RFP).

Attribute	Particulars (in USD in Million):
Net Worth	

2. We hereby confirm that, for the purpose of the aforesaid determination, Net Worth has been defined as the aggregate value of the subscribed and paid-up share capital, on a fully diluted basis, of a Bidder, and its free reserves and securities premium account, excluding the revaluation reserves, less accumulated losses, intangible assets and miscellaneous expenditure not written off.

[In case of a limited liability partnership (as defined under the (Indian) Limited Liability Partnership Act, 2008) or partnerships] We hereby confirm that for the purpose of the aforesaid determination **Net Worth** has been defined as the paid-up capital of such entity, and its free reserves and securities premium account excluding revaluation reserves, *minus* the following: (i) accumulated losses, (ii) intangible assets, and (iii) miscellaneous expenditure not written off.

3. We hereby certify and confirm the reference rate as specified below.

Relevant Date for Conversion	Reference Rate (Value of 1 USD in Local Currency)	Local Currency	Source of Publication
05.09.2024 (Date of publication of RFP)			

APPENDIX 5: REQUIRED CERTIFICATION

Note to Bidders: Please note that the table set out below is for illustrative purposes only.

Relevant Date for Conversion	Reference Rate (Value of 1 USD in Local Currency)	Local Currency	Source of Publication
[insert]	3.6725	UAE Dirham	Central Bank of the UAE accessible at: https://www.centralbank.ae/en/forex/ibor/exchange-rates/
[insert]	83.83	INR	Reserve Bank of India accessible at: https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx

4. In addition, we hereby certify and confirm that, the aforesaid Net Worth has been calculated in accordance with the parameters specified for such calculations in the RFP.

Sincerely,

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

Designation of Authorized Signatory: [insert]

Registration / membership number of Authorized Signatory: [insert]

Place: [insert]

Name and Seal of the Firm: [insert]

Acknowledged by: [insert]

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

(Signature of the Authorized Signatory)

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

Note to Bidders:

- (a) For the purposes of conversion of INR into USD in respect of computation of the Net worth of Bidder, the Bidder shall be required to rely on the reference rate published by RBI (on its website) as on (05.09.2024).
- (b) For the purposes of conversion of any currency (other than INR) into USD in respect of computation of the Net Worth of the Bidder, Bidders shall select reference rate published by Apex bank relevant to the jurisdiction of their incorporation as published on 05.09.2024. Bidders shall be required to specify details of the relevant reference rate relied upon by the Bidders for computation of the Net Worth of the Bidder.

APPENDIX 5: REQUIRED CERTIFICATION

APPENDIX 5.2: Certification of Turnover

CERTIFICATE REGARDING TURNOVER

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

Date: [insert]

To,

Cochin Shipyard Limited
(Govt. of India Enterprise)
PO Bag No. 1653, PERUMANOOR PO,
Kochi - 682 015

Subject: Certification of Financial Pre-Qualification Criteria for Bid for Phase-I in response to the Request for Proposals for Operation & Maintenance Arrangement of Phase-I of ISRF as part of Ship Repair Cluster Development at Kochi, bearing reference number CSL/SRP/126/2024 issued by Cochin Shipyard Limited ("CSL") dated 05.09.2024 ("RFP")

[Respected Sir / Ma'am],

1. This is to certify that [insert name of relevant entity] has had the average Turnover for 3 (three) immediately preceding completed Financial Years as specified herein below:

Financial Year	Sum (in USD in Million)
FY 2023- 2024	
FY 2022 - 2023	
FY 2021 - 2022	
Average Turnover	

2. We hereby confirm that, for the purpose of the aforesaid determination, Turnover has been defined as all income and revenue from all operations of [insert name of relevant entity], including without limitation, through sale, supply, distribution of goods, provision of services, in each case, before any taxes or expenses, and in each case determined consistently with generally applicable accounting principles in India or the place but shall not include any security deposits
3. We hereby certify and confirm the reference rate as specified below:

Relevant Date for Conversion	Reference Rate (Value of 1 USD in Local Currency)	Local Currency	Source of Publication
(05.09.2024 Date of publication of RFP)			

APPENDIX 5: REQUIRED CERTIFICATION

*Note to Bidders: Please note that the table set out below is for **illustrative purposes only**.*

Relevant Date for Conversion	Reference Rate (Value of 1 USD in Local Currency)	Local Currency	Source of Publication
[insert]	3.6725	UAE Dirham	Central Bank of the UAE accessible at: https://www.centralbank.ae/en/forex/ibor/exchange-rates/
[insert]	83.83	INR	Reserve Bank of India accessible at: https://www.rbi.org.in/scripts/ReferenceRateArchive.aspx

4. In addition, we hereby certify and confirm that, the aforesaid Turnover has been calculated in accordance with the parameters specified for such calculations in the RFP.

Sincerely,

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

Designation of Authorized Signatory: [insert]

Registration / membership number of Authorized Signatory: [insert]

Place: [insert]

Name and Seal of the Firm: [insert]

Acknowledged by: [insert]

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

(Signature of the Authorized Signatory)

Name: [insert] Designation: [insert]

Date: [insert]

Note to Bidders:

- (a) For the purposes of conversion of INR into USD in respect of computation of the Turnover of Bidder, the Bidder shall be required to rely on the reference rate published by RBI (on its website) as on 05.09.2024.
- (c) For the purposes of conversion of any currency (other than INR) into USD in respect of computation of the Net Worth of the Bidder, Bidders shall select reference rate published by Apex bank relevant to the jurisdiction of their incorporation, as published on 05.09.2024. Bidders shall be required to specify details of the relevant reference rate relied upon by the Bidders for computation of the Turnover of the Bidder.

APPENDIX 5: REQUIRED CERTIFICATION

APPENDIX 5.3: Certificate Regarding Technical Eligibility

Description	Details
Name of the Company	
Registration Certificate Number	
Address and Contact Details	
Contact person/account manager for CSL	
Number of years of experience in ship repair	
Places of Operation	
Credit rating from SEBI certified reputed credit rating agencies or global equivalents	
Technical details to be provided: a) Details of docking facility owned, leased and/or operated by the Bidder including ship lift/ dry dock/ Floating Dry Dock) for docking ships/vessels not less than 6000 Tonnes for a cumulative period of not less than 5 (five) years • Minimum and maximum LoA permissible • Serviceable vessel categories, e.g.: containers, tankers, bulkers, dredgers, passenger vessels, naval vessels, etc. b) Approx market share in the key geographies of operations c) Percentage utilization of the ship repair facilities d) Installed infrastructure for ship repair operations (ship lifts, drydocks, Floating Dry Docks) along with layouts diagrams	

(Signature of Authorized Signatory)

Name of Authorized Signatory: *[insert]*

Designation of Authorized Signatory: *[insert]*

Registration / membership number of Authorized Signatory: *[insert]*

Place: *[insert]*

Name and Seal of the Firm: *[insert]*


सुरेश बाबु टी सी
SURESH BABU TC
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.

**APPENDIX 6A: FORMATS TO BE USED FOR SUBMISSION OF
TECHNICAL BID PERTAINING TO PHASE – I**

**APPENDIX 6A: FORMATS TO BE USED FOR SUBMISSION OF TECHNICAL BID
PERTAINING TO PHASE – I**

(to be provided on the letter head of the Bidder.)

APPENDIX 6 A.1: Credentials of the Bidder

**Table 1: Experience in Ship Repair and/or Maintenance Projects (in the ascending order of
period of execution of the project)**

Name	Period of execution of the project	Type of vessels (including vessel LoA)	Revenue range (in USD)	Brief Description of the Project

Note to Bidders: Bidders are required to submit details of ship repair and/or maintenance project, each valued above USD 02 million (United States Dollars two million), which the Bidder shall have successfully completed in the immediately preceding 05 (five) Financial Years (i.e., FY 23-24, 22-23, 21-22, 20-21 and 19-20).

Table 2

Sl. No.	Representative list of sections to be included
1.	Details of Net Worth at the end of immediately preceding Financial Year (in USD in million).
2.	Employee head count at permanent executive level in ship repair/ship building/other units.

1. The document shall not be more than 20 pages of a word document with standard A4 size pages.
2. The font shall be 'Times New Roman' and size should not be less than 11.

(Signature of Authorized Signatory)

Name of Authorized Signatory: [insert]

Designation of Authorized Signatory: [insert]

Registration / membership number of Authorized Signatory: [insert]

Place: [insert]

Name and Seal of the Firm: [insert]


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**APPENDIX 6A: FORMATS TO BE USED FOR SUBMISSION OF
TECHNICAL BID PERTAINING TO PHASE – I**

APPENDIX 6 A.2: Business Plan

Sl. No.	Representative list of sections to be included
1.	Service offerings
2.	Year-wise volume projection for the entire duration of the O&M Agreement (split by domestic and international)
3.	Expected pricing for services
4.	Business development, marketing, branding and go-to-market approach to lock in demand and targeted market share year on year
5.	Estimated capital expenditure (if any), operating costs and funding plan
6.	Operating team to be appointed indicating the team and management hierarchy of O&M Entity to be positioned in ISRF
7.	Key risks and mitigations for the same
8.	Plan for continued engagement with regulators
9.	Detailed financial model (as specified in Appendix 6B)
10.	Supporting assumptions and rationale
11.	organisation structure

1. The Bidder should submit a report providing details for business plan with a clear table of contents (not limited to above sections) hyper-linked to the appropriate pages within the document. Any other items added by the Bidder herein should be self-explanatory.
2. The document shall not be more than 40 pages of a Word document with standard A4 size pages.
3. The font size should not be less than 11.

(Signature of Authorized Signatory)

Name of Authorized Signatory: *[insert]*

Designation of Authorized Signatory: *[insert]*

Registration / membership number of Authorized Signatory: *[insert]*

Place: *[insert]*

Name and Seal of the Firm: *[insert]*


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**APPENDIX 6A: FORMATS TO BE USED FOR SUBMISSION OF
TECHNICAL BID PERTAINING TO PHASE – I**

APPENDIX 6.A.3 - Operation model

Sl. No.	Representative list of sections to be included
1.	Operation and execution model, including plans for operation and management of the Phase-I Facilities and development of service and support eco system for providing Ship Repair and/or Maintenance Service as part of Phase-I
2.	Service level agreements (SLAs), key responsibility areas (KRAs)/key performance indicators (KPIs (in addition to those mentioned by CSL in the O&M Agreement)
3.	Proposed processes, to match / exceed baseline SLAs, KRAs, KPIs mentioned
4.	Target date by when SLAs will be met / target SLAs
5.	Specified, tier-wise list of international standards that will be adhered to during the term of the O&M Agreement
6.	Action plan for achieving the standards listed out specifically in Clause 3.1 of Section III of the RFP.
7.	Detailed plan for potential integration and creation of synergies between Phase-I and Phase-II
8.	Process innovations proposed in order to drive globally efficient ship repair and/or maintenance operations at the Phase-I Facilities

Note to Bidders:

- Bidder should submit report providing details for operations with a clear table of contents (not limited to above sections) hyper-linked to the appropriate pages within the document. Any other items added by the Bidder herein should be self-explanatory.
- The document shall not be more than 20 pages of a Word document with standard A4 size pages.
- The font size should not be less than 11.
- With respect to line item 7 above, it is expressly clarified that this RFP is limited to selection of Preferred Bidder for Phase-I only and execution of Phase-II shall be undertaken by CSL in its sole discretion, subject to and in accordance to **Clause 10 of section I** this RFP.

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

Designation of Authorized Signatory: [insert]

Registration / membership number of Authorized Signatory: [insert]

Place: [insert]

Name and Seal of the Firm: [insert]


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**APPENDIX 6B: REQUIREMENTS OF FINANCIAL MODEL TO BE
SUBMITTED AS PART OF TECHNICAL BIDS**

**APPENDIX 6B: REQUIREMENTS OF FINANCIAL MODEL TO BE SUBMITTED AS PART
OF TECHNICAL BID**

(to be provided on the letter head of the Bidder.)

Sr. No.	Phase-I
1.	Utilization (year on year)
2.	Operational expenditure (year on year) including a detailed breakdown by line-item
3.	Pricing (year on year): 1. Avg. revenue/ Repair
4.	Detailed P&L (year on year) with minimum coverage of: Revenue All operational and overhead costs
5.	Cash flow statement (year on year)
6.	Financial Metrics: 1. NPV 2. FCFE 3. Payback period 4. Phase-I IRR

(Signature of Authorized Signatory)

Name of Authorized Signatory: *[insert]*

Designation of Authorized Signatory: *[insert]*

Registration / membership number of Authorized Signatory: *[insert]*

Place: *[insert]*

Name and Seal of the Firm: *[insert]*


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APPENDIX 7: FORMATS FOR FINANCIAL BID FOR PHASE – I

APPENDIX 7: FORMATS FOR FINANCIAL BID FOR PHASE – I

(to be provided on the letter head of the Bidder)


Timeline	Upfront Fee for Phase-I (A)	
	In Figures (In Million USD)	In Words (In Million USD)
Payable to CSL by the Preferred Bidder within 30 (thirty) days of the issuance of LoI		

Timeline	Annual Fees for Phase-I(B) <i>(for the complete Financial Year)</i>	
	In Figures (In Million USD)	In Words (In Million USD)
Annual Fee for the first financial Year shall be paid within 30 (thirty) days of the Annual Fee Start Date.		
For each of the succeeding Financial Year of the term of the O&M Agreement, Annual Fee shall be due and payable within 30 (thirty) days of the beginning of each Financial Year.		

Timeline	Revenue Share Percentage to be claimed by the O&M Entity for Phase-I <i>(for ship repair and/or maintenance opportunities procured by the O&M Entity)</i>
	In percentage (%) (C)
In respect of each invoice recovered by CSL from a client, within 30 (thirty) days of realisation of the actual amount in CSL's account.	

Mandatory Conditions:

- The Upfront Fee for Phase-I to be quoted by the Bidders in their Financial Bid shall be greater than USD 12,000,000 (United States Dollar twelve million). Bidder should quote for the Upfront Fee in minimum increments of USD 100,000 (United States Dollars one hundred thousand) above the stated floor price.
- Annual Fees for Phase-I to be quoted by the Bidders in their Financial Bid shall be greater than USD 2,500,000 (United States Dollars two million and five hundred thousand). Bidder should quote for the Annual Fees in minimum increments of USD 100,000 (United States Dollars one hundred thousand) above the stated floor price.


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APPENDIX 7: FORMATS FOR FINANCIAL BID FOR PHASE – I

- (iii) *In respect of each invoice recovered by CSL from a client who has availed of Ship Repair and/or Maintenance Services from the O&M Entity, for and on behalf of CSL, Revenue Share Percentage shall be applicable to the actual amount realised in CSL's account, net of taxes. Revenue Share Percentage greater than 0% (zero percent) and lesser than or equal to 95% (ninety five percent). It is expressly clarified that no Revenue Share Percentage shall be applicable in respect of works pertaining to CSL Exclusive Matters which shall have been executed by the O&M Entity, for and on behalf of CSL and in respect of such works.*
- (iv) *Bids that do not satisfy the above mandatory conditions shall be summarily rejected and not considered for the purposes of evaluation.*

(Note to Bidders: *In the event that there is a discrepancy in the figures and words, the amount quoted in words shall be considered for the purposes of evaluation.*)

(Signature of Authorized Signatory)

Name of Authorized Signatory: [insert]

Designation of Authorized Signatory: [insert]

Registration / membership number of Authorized Signatory: [insert]

Place: [insert]

Name and Seal of the Firm: [insert]


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Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
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APPENDIX 8: FORMAT OF NON DISCLOSURE UNDERTAKING

APPENDIX 8: FORMAT OF NON-DISCLOSURE UNDERTAKING

(To be submitted on stamp paper of appropriate value by the Bidder)

Date: [Insert]

To,

Cochin Shipyard Limited
(Govt. of India Enterprise)
PO Bag No. 1653, PERUMANOOR PO,
Kochi - 682 015

Sub: Non-Disclosure Undertaking ("**Undertaking**") from Bidder ("**Receiving Party**")

Dear Sir/ Madam,

1. We refer to Request For Proposals for O&M Arrangement for Phase-I of ISRF as part of Kochi Ship Repair Cluster, bearing reference no RFP No. CSL/SRP/126/2024) issued by Cochin Shipyard Limited ("**Disclosing Party**") dated 05.09.2024 ("**RFP**"), inviting bids for Phase-I (*as defined in the RFP*). In terms of the RFP, we are interested in participating in the tender and wish to receive confidential and proprietary information in relation to Phase-I.
2. This Undertaking is being furnished by us in consideration of the premise as set forth above. Vide this Undertaking, we, the Receiving Party, hereby agree, undertake, acknowledge and confirm that:
 - (a) The Receiving Party would be receiving Confidential Information (*defined below*) in relation to Phase-I;
 - (b) "**Confidential Information**" means information disclosed by the Disclosing Party to the Receiving Party either directly or indirectly, in writing, orally, by inspection of tangible objects, including, without limitation:
 - (i) All information, discussions, progress and status with respect to Phase-I;
 - (ii) All information, data, reports, analyses, advices, interpretations, studies, forecasts, records, documents and/or materials, whether made available in writing or electronically to the Receiving Party by the Disclosing Parties in relation to Phase-I, becoming available to the Representatives (*as defined below*) of the Receiving Party;
 - (iii) any financial, technical, business, operational, assets and liabilities related information, any analysis that integrally incorporates and/or discloses any Confidential Information; and any information exchanged between parties with respect to Phase-I, or documents reflecting or generated from such information, and any information or document that the Disclosing Party considers confidential, but excluding information that: (A) has become or is generally available to the public without breach of this undertaking or is otherwise lawfully known to the Receiving Party; (B) becomes lawfully available to the Receiving Party or its Representatives

APPENDIX 8: FORMAT OF NON DISCLOSURE UNDERTAKING

from a third party who to the best of the Receiving Party's knowledge does not owe any party an obligation of confidence in relation to such information; (C) is independently developed by the Receiving Party or its Representatives without any reference to the Confidential Information, and without violating any obligations hereunder; or (D) is approved for disclosure in writing by the Disclosing Parties or a Disclosing Party.

- (c) the Confidential Information received by the Receiving Party, shall be shared only with affiliates or partners who shall be potentially participating in equity or debt funding and the directors, partners, officers, agents, employees or advisors (*such as financial advisors, attorneys, bankers, consultants and accountants*) of the Receiving Party/their affiliates/partners (*collectively referred to as the "Representatives"*), on a strictly "need to know" basis; provided, such Representatives are also similarly restricted by the confidential obligations and the conditions set forth in this Undertaking. The Receiving Party agrees that the Receiving Party will be responsible for any breach of the confidentiality and other terms of this Undertaking by any of the Receiving Party's Representatives;
 - (d) the Receiving Party shall maintain a digital database of Representatives including the names of the individuals and entities with whom Confidential Information has been shared, and the Receiving Party undertakes to submit the digital database upon receipt of a written request from the Disclosing Party.
3. The Receiving Party agrees and undertakes that it shall, and it shall ensure that its Representatives shall:
- (a) keep confidential all Confidential Information provided to the Receiving Party, unless disclosure is required to satisfy the requirements of any law, legal process, court of competent jurisdiction or any Government having the authority to regulate any aspect of the Receiving Party's business. Provided that the Receiving Party may disclose only such Confidential Information that is strictly required to be disclosed to comply with a regulatory requirement, and to the extent legally permissible, the Receiving Party shall notify the Disclosing Parties of such requirements promptly, in advance of the disclosure, so that the Disclosing Parties may seek protective order(s) or other appropriate remedy to protect the secrecy of the Confidential Information;
 - (b) use Confidential Information solely for the purpose of evaluating, negotiating if selected as the 'Preferred Bidder', and ensure compliance with Applicable Law while dealing with the Confidential Information;
 - (c) not use the Confidential Information to cause an undue gain or undue loss to itself or any other person and without prejudice to anything that is stated herein, ensure that intellectual property rights of the Disclosing Party in any of the data furnished is protected and not misused;
 - (d) not engage with or solicit or attempt to solicit, in any manner whatsoever, any client or vendor of Disclosing Parties;
4. Further, the Receiving Party acknowledges and agrees that:
- (a) the Confidential Information disclosed under this Undertaking is delivered "as is" and the


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APPENDIX 8: FORMAT OF NON DISCLOSURE UNDERTAKING

Disclosing Parties do not make any representation or warranty as to the accuracy, timeliness or completeness of the Confidential Information or its suitability for any particular purpose. The Disclosing Party shall not have any liability to the Receiving Party or its Representatives relating to or resulting from the use of the Confidential Information or any omissions or errors therein;

- (b) the opportunity to participate in the subject RFP or grant of access to Confidential Information cannot be construed to grant any rights over Disclosing Party or the Confidential Information to the Receiving Party or any person;
5. The Receiving Party acknowledges and confirms that:
- (a) the Confidential Information is the property of the Disclosing Party;
 - (b) in case of any actual or suspected loss, theft, unauthorized disclosure, use or access of Confidential Information in breach hereof or other non-compliance with this Undertaking, to notify the Disclosing Party in writing (*including electronically*) (*along with relevant details*), and shall provide all reasonable assistance to the Disclosing Party in connection with any proceedings which the Disclosing Party may institute to protect such Confidential Information;
 - (c) in the event the Disclosing Party decides not to proceed with Phase-I either with the Receiving Party or at all, the Receiving Party shall promptly return (*if requested by the Disclosing Party*) or destroy (*if no such request is made*) all physical copies of Confidential Information (*and delete or make inaccessible all electronic copies thereof*). Provided, that the Receiving Party may retain Confidential Information that is required to be retained by: (i) law, regulation, legal or judicial process or any Government or document retention policy; and /or (ii) tax, audit or compliance purposes with a prior intimation to the Disclosing Party. The Receiving Party agrees that any Confidential Information retained in accordance with this sub-clause (c) will continue to be subject to the confidentiality restrictions set out in this Undertaking.
6. The Receiving Party understands and agrees that monetary damages would not be sufficient remedy for any actual or threatened breach of this Undertaking by the Receiving Party or any of its Representatives and that, in addition to all other remedies available at law and/or in equity, the Disclosing Parties shall be entitled to seek equitable relief, including both preliminary and permanent injunctions and specific performance, as a remedy for any such actual or threatened breach of this Undertaking by the Receiving Party or any of its Representatives.
7. The Receiving Party shall at all times hereafter indemnify and keep each Disclosing Party fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs, charges, expenses, interests and disbursements of any nature whatsoever which such Disclosing Party may pay or incur or suffer or sustain or be liable to pay or incur or suffer or sustain as a result or consequence, direct or indirect, of any breach of the provisions of this Undertaking by the Receiving Party.
8. The Receiving Party hereby irrevocably agrees and warrants that it and its Representatives shall not, directly or indirectly, interfere with, circumvent, attempt to circumvent, avoid or bypass the Disclosing Party or contact any other party with respect to Phase-I, or obviate or interfere with the relationship of the Disclosing Party and its contacts for the purpose of gaining any benefit, whether such benefit is monetary or otherwise.

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APPENDIX 8: FORMAT OF NON DISCLOSURE UNDERTAKING

9. This Undertaking is governed by and construed in accordance with the laws of India. Any dispute, difference, controversy or claim arising out of or in connection with this Undertaking, including (*but not limited to*) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the courts of the Ernakulam.
10. This Undertaking comes into effect upon its execution and the obligations set forth herein shall remain irrevocable and binding upon the Receiving Party until superseded by the O&M Agreement executed between CSL and the Receiving Party or till the expiry of **24 (twenty-four) months** from the date of signing/execution of this Undertaking, whichever is later.
11. In the event that any provision(s) of this Undertaking is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.
12. Any notices and other communications provided for in this Undertaking shall be in writing, in English, and shall be first transmitted by e-mail and then confirmed by prepaid registered post or by a recognized courier service to the addresses provided by each of the parties.
13. This Undertaking is executed for the benefit of the Disclosing Parties. Any failure or delay in enforcing any provision of this Undertaking shall not constitute a waiver thereof or of any other provision, by a Disclosing Party.
14. Words or terms used and not defined shall have the meaning assigned to such term in the RFP.

Thanking you,

(Signature of Authorized Signatory)

Name of Authorized Signatory: *[insert]*

Designation of Authorized Signatory: *[insert]*

Registration / membership number of Authorized Signatory: *[insert]*

Place: *[insert]*

Name and Seal of the Firm: *[insert]*

Note to Bidders:

In the event Non-Disclosure Undertaking is executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarised in the jurisdiction where such Non-Disclosure Undertaking has been issued.


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APPENDIX 9: DRAFT O&M AGREEMENT

(To be released by CSL at a subsequent point of time)



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Cochin Shipyard Ltd

APPENDIX 10

APPENDIX 10 A: PHASE-I FACILITIES

a) Work Stations :

- 6 (six) Nos (04 work stations to accommodate vessels of size 130 meters x 25 meters and 02 work stations to accommodate vessels of length 65 meters).

b) Dry Dock:

- Size 66 meters x 12.5 meters x 4 meters; - 1(one) No.

c) Wet Berths (To be allotted based on requirement and availability):

- Jetty 1- 277meters x 29meters,
- Jetty 2- 537meters x 15meters (Double side berthing)

d) 50 (fifty) Tonne bollards: 51 (fifty one) Nos.

e) 100 (one hundred) Tonne bollard : 1 (one) No

f) Jetty cranes :

- Jetty 1: Travelling tower crane 11.8 Tonne @ 25meters / 6.7Tonne @ 40meters – 1 (one)No.

g) Work Station cranes:

- North work station - Travelling tower crane 11.8 Tonne @ 25meters / 6.7Tonne @ 40meters – 1 (One) No.
- South Work station - Travelling tower crane 11.8 Tonne @ 25meters / 6.7Tonne @ 40meters – 1 (one) No.

h) Dry Dock Tower crane : 5 Tonnes capacity 1(one) No

i) Service facilities

- Compressed air facility :

Dedicated compressor house with 4 (four) compressors each of 1100 cfm. The Compressed air facility is available at wet berths and workstations.

- CO₂ distribution system:

2 Nos Dedicated CO₂ Tank each of 20 (twenty) Kilolitre Capacity. The CO₂ facility is available at wet berths and workstations.

- Oxygen distribution system:


2 Nos Dedicated O₂ Tank each of 20 (twenty) Kilolitre Capacity. The O₂ facility is available at wet berths and workstations.

- Acetylene distribution system:

Dedicated acetylene station for 110 (one hundred and ten) number of cylinders each of 5 (five) cubic meter capacity. The acetylene facility is available at wet berths and workstations.

- Fire protection system:

Dedicated pump house with the following pumps. The fire protection facility is


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APPENDIX 10

available at wet berths and workstations.

(i) Main Electric pump - 2 Nos each of 273 cum/hr

(ii) Diesel pump (stand by) - 1 No each of 273 cum/hr

(iii) Electric Jockey pump - 2 Nos each of 17 cum/hr

- Fresh water and industrial water:

Capacity: 4000 (four thousand) Kilolitre. The Fresh water and industrial water are available at wet berths and workstations.

- Main electrical sub-station - 1 (MES1)

2815 KVA, capable of feeding power at 415V, 50 Hz; 380V, 50Hz and 440V, 60Hz.

- Main electrical substation

2 (MES2) - 3000 KVA capable of feeding power at 415V, 50 Hz; 380V, 50Hz and 440V, 60Hz.

- Main electrical substation - 3 (MES3)

2000 KVA, capable of feeding power at 415V, 50 Hz; 380V, 50Hz.

j) Workshops and Dimensions thereof:

- Main workshop (5 bays)- 76 meters x 50 meters
- Carpentry shed- 400 square meter
- Combined structural workshop- 566 square meter
- Sawing shed- 215 square meter
- Paint store- 20 meter x 22 meter.

k) Allied facilities:

- Effluent Treatment Plant (ETP) 100 KLD.
- Sewage Treatment Plant (STP) 25KLD.
- Fire station, Medical centre, Southern part of canteen, High mast lights, Security cabins, internal roads, Toilet blocks etc

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जिन शिपयार्ड लिमिटेड
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APPENDIX 10

**APPENDIX 10-B:
ISRF LAYOUT**

(Attached separately)



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Cochin Shipyard Ltd.

APPENDIX 11: FORMAT OF UNDERTAKING FOR BIDDERS

(to be submitted by a Bidder who is from a country that shares land border with India.)

To,

Cochin Shipyard Limited
(Govt. of India Enterprise)
PO Bag No. 1653, Perumanoor PO,
Kochi - 682 015

Subject: Undertaking to be submitted by a Bidder who is from a country that shares land border with India as Pre-Qualification Criteria for Bid for Phase-I in response to the Request for Proposals for O&M Arrangement of Phase-I of ISRF as part of the Ship Repair Cluster Development at Kochi, bearing reference no. **CSL/SRP/126/2024**, issued by Cochin Shipyard Limited ("**CSL**") dated 05.09.2024 ("**RFP**").

[Respected Sir / Ma'am],

1. We *[insert name of relevant entity]* hereby confirm that we are in compliance with the provisions of Applicable Law in relation to restrictions on procurement from a bidder of a country which shares land border with India, including Rule 144 (XI) of the General Financial Rules, 2017 read with Order dated February 23, 2023, bearing reference number No.F.7/10/2021 PPD (1), issued by the Department of Expenditure, Ministry of Finance, Government of India (as may be amended/modified/clarified/substantiated/replaced from time to time) ("**DOE Order**").
2. [We hereby confirm that we are not required to undertake registration with the competent authority in accordance with the DOE Order / we hereby confirm that we have successfully completed the registration process in accordance with the DOE Order, and copies of the relevant documents evidencing such registration are enclosed herewith.]¹

Sincerely,

(Signature of Authorized Signatory) Name of Authorized Signatory: *[insert]*
Designation of Authorized Signatory: *[insert]*

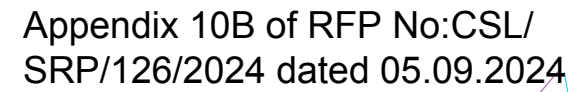
Acknowledged by: *[insert]*
For and on behalf of *[insert name of the aforesaid entity]*

(Signature of the Authorized Signatory)
Name: *[insert]* Designation: *[insert]* Date: *[insert]*

¹ **Note to Bidders:** Please retain whichever portion is applicable. In case the Bidder is registered with the competent authority, please enclose copies of the relevant documents.

APPENDIX 12: PRE CONTRACT INTEGRITY PACT: To be filled and signed by authorised signatory and submitted along with Prequalification Information
(Attached separately)


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कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.



INTERNATIONAL SHIP REPAIR FACILITY - SITE LAYOUT

SRP/126/2024 dated 05.09.2024

The site layout for the International Ship Repair Facility is shown, detailing various workstations, transfer areas, and infrastructure. Key features include:

- Workstations:** WORKSTATION NORTH (140 M X 90 M), WORKSTATION SOUTH (140 M X 90 M), WORKSTATION 1, 2, 3, 4, 5, and 6.
- Transfer Areas:** TRANSFER AREA A and TRANSFER AREA B.
- Other Facilities:** SHIPLIFT PLATFORM (135M X 27M), DRY DOCK (66M X 13M X 4.7M), MARITIME PARK, and GREEN AREA.
- Infrastructure:** JETTY-1 (277 M), JETTY-2 (537 M), PARKING STATION, and various roads including INDIRA GANDHI ROAD OF COPA and NATIONAL HIGHWAY.
- Crane Specifications:**
 - FLAT TOP TRAVELLING TOWER CRANE: HEIGHT OF CRANE FROM MSL 45M, 11.5 T @ 25M / 6.7 T @ 40M.
 - SINGLE JIB LEVEL TRAVELLING CRANE: LIFTING HEIGHT, 45M-5M; HEIGHT OF CRANE FROM MSL 78M @ 15M JIB RADIUS & 55M @ 45M JIB RADIUS; 10 T @ 30M / 6 T @ 45M.

Project	
Development of International Ship Repair Facility at Cochin Port Trust	
Cochin Shipyard Limited	
Phase	
DETAIL DESIGN	
Title	
ISR SITE LAYOUT	

Drawn	06.02.2018/00C
Designed	06.02.2018/00C
Approved	CRI
Sheet Size	09x61
Scale	1:1500
Drawing No.	2013-0296
Rev. No.	

Project			
Development of International Ship Repair Facility at Cochin Port Trust			
Cochin Shipyard Limited			
Phase		Drawn:	08.02.2019/BRK
DETAIL DESIGN		Designed:	08.02.2019/BRK
		Approved:	CRJ
		Drawn Date:	2013-0296
Title:		Project No.:	
ISRf SITE LAYOUT		Scale:	Sheet No.:
		1 : 1500	
		DD-07-MPL-A-101	R6

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

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

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

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

- 6.2** The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3** The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7 Fall Clause

- 7.1** The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or 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 Monitor

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

Shri. Jagadip Narayan Singh, IAS (Retd.),
C-54, Bharatendu Harischandra Marg,
Anand Vihar, Delhi – 110092.
Mobile: 9978405930
Email: jagadipsingh@yahoo.com

- 8.2** The task of the Monitor shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
- 8.3** The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4** Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.

- 8.6** The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7** The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

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

10 Law and Place of Jurisdiction

- 10.1** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
- 10.2** A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

11 Other Legal Actions

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

12 Validity

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

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

13 The parties hereby sign this Integrity Pact aton

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

For & on behalf of BIDDER
(Office Seal)

Witness

Witness

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

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

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