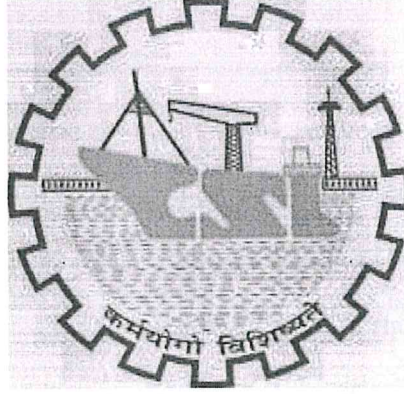


**COCHIN SHIPYARD LIMITED**  
**(A Government of India Enterprise)**



**Request for Proposal (RFP)**

**Slot Management Tool**

**Enquiry no: SRP/SMT/2021/01**

**Last date & time for submission of proposal: 21<sup>st</sup> June 2021 before 1500 Hrs**

PO Bag # 1653, Perumanoor P O

Kochi 682015

Tel: 0484 250 1581/1870/1482

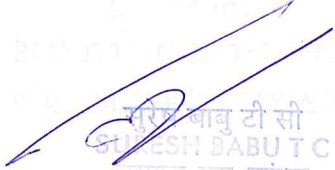
Web: [www.cochinshipyard.in](http://www.cochinshipyard.in)

सुरेश बाबु टी सी  
SURESH BABU T C

सहायक महा प्रबंधक  
Assistant General Manager  
कोचीन शिपयार्ड लिमिटेड  
Cochin Shipyard Ltd.  
कोच्ची / Kochi-682 015

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Cochin Shipyard Ltd.  
कोच्ची / Kochi - 682 016



SRP/SMT/2021/01

07<sup>th</sup> June 2021


**TENDER NOTICE**

Dear Sir,

Tenders by email are invited for **Designing and Development of Slot Management Application Software** so as to reach the undersigned on or before the last date and time given below.

Enquiry no & date	SRP/SMT/2021/01 dated 07 <sup>th</sup> June 2021
Name of work	<b>Designing and Development of Slot Management Application Software</b>
Nature of bid process	Two bid
Earnest money to be deposited (EMD)	Rs. 10,000.00
Validity of Bid	90 days from the last date of submission of tender
Last date & time for submission of quotation	21 <sup>st</sup> June 2021 before 1500 Hrs
Technical bid opening date & time (Cover A)	21 <sup>st</sup> June 2021, 1530 Hrs
Price bid opening date & time (Cover B)	Price bid opening date shall be intimated
Address for submitting Bids	Assistant General Manager (SRP) Ship Repair Department, Cochin Shipyard Limited, Perumanoor, Cochin, Kerala, India- 682 015
Correspondence details for pre-bid queries and any other information	<a href="mailto:sureshbabutc@cochinshipyard.in">sureshbabutc@cochinshipyard.in</a> <a href="mailto:abhilash.v@cochinshipyard.in">abhilash.v@cochinshipyard.in</a> <a href="mailto:sroffice@cochinshipyard.in">sroffice@cochinshipyard.in</a>

Yours faithfully,  
(For Cochin Shipyard Ltd)

  
Suresh Babu T C  
Asst. General Manager (SRP)  
Cochin Shipyard Ltd.

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## 1. Introduction

Cochin Shipyard Limited (CSL) was incorporated in the year 1972 as a fully owned Government of India company. CSL has recently completed a successful IPO process and is currently a listed Company. Over the last three decades, the company has emerged as a forerunner in the Indian Ship Building & Ship Repair industry. CSL has secured ship building orders from internationally renowned companies from Europe & Middle East and is currently building the country's first Indigenous Aircraft Carrier. CSL commenced Ship Repair operations in the year 1982 and has undertaken close to 2000 repair projects of all types of ships including up-gradation of ships of oil exploration industry as well as periodical layup repairs and life extension of ships of Navy, UTL, Coast Guard, Fisheries and Port Trust besides merchant ships of SCI & ONGC. The yard has, over the years, developed adequate capabilities to handle complex and sophisticated repair jobs. CSL's performance has been rated high by the Indian industry over the past few years.

As a part of digital transformation effort, CSL is looking to digitize the management of allocation of ships in their Dry dock. Each ship is given a 'slot' in the Dry dock, which tells the position of the ship and docking-undocking dates for the dry dock. The overall process to allocate slots to all outstanding ships considering optimum utilization of dock, and keep a historical record of past slots is called as slot management.

## 2. Objective

- a) CSL invites tenders from the eligible vendors for designing and developing a **slot management tool** for use of CSL personnel for the identified major objectives as below:
  - i. To provide a User Interface to allocate outstanding ships in Dry dock, Q1 & Q2 at CSL, and similarly for other facilities as well. Also display data like major works of ships, dimension of vessels, revenue from vessels etc. so as to help in making decisions regarding slot allocation.
  - ii. Create 'Vessel Location' diagram of SR Dry dock, Q1 & Q2 (& other facility Dry docks)
  - iii. Provide historical slot data as required to CSL personnel
  - iv. Accessing historical allocation (in the form of charts as needed Eg: Gantt chart) and sharing (as PDF, Excel file)

v. Conducting planned vs. Actual analysis )

b) CSL is looking for implementation of tool/software as a web based application which meets the CSL functional requirements. Basic **scope of work** is as listed below .The finalization of the the actual requirements will be subjected to discussions happening in the further stages of project once the development cycle starts.

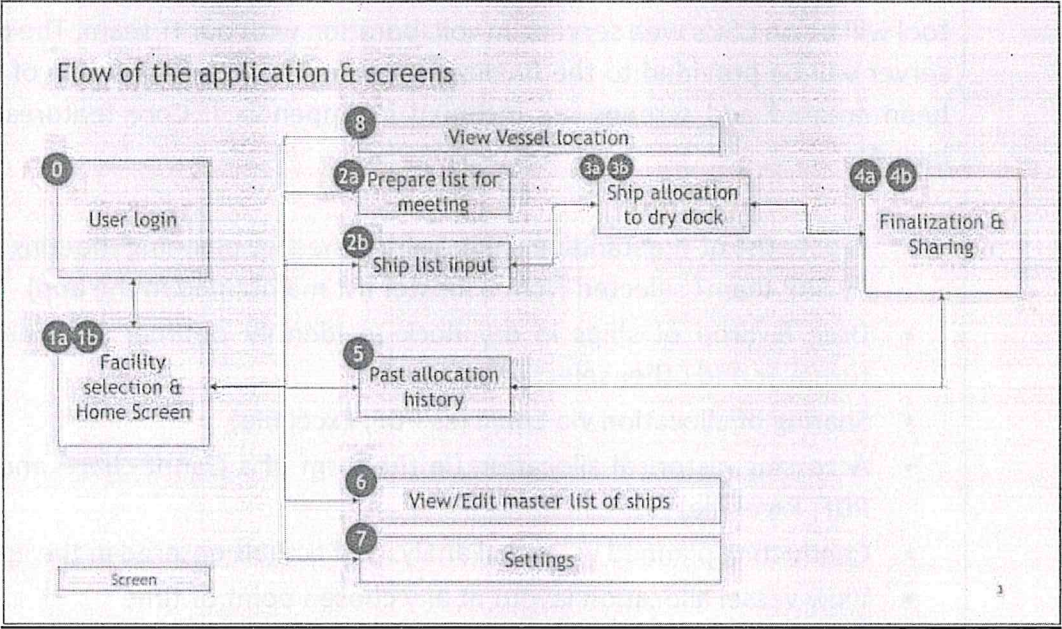
### 3. Scope of work

SL No	Description
3.1	<b><u>Technical specification</u></b>
	<p>The selected Service Provider (SP) / Implementation Partner (IP) may also be referred as Selected vendor (SV) in the subsequent sections.</p> <p>The broad scope of work shall have the following stages:- The proposed System should be a centralized, automated &amp; integrated system with well-defined workflows. The complete web based system as per the requirement should Go-live within 60 days at CSL Ship Repair division from the award of work to Selected Vendor. Selected implementation agency will be responsible for the end to end system study, design &amp; development, existing data migration if any, implementation, training and documentation and post live support as applicable.</p>
	<p>On the basis of tool guidelines &amp; Reference UIs provided in this document (Annexure I), the <b>Selected bidder/vendor</b> should undertake a detailed study and create a technical document, with exhaustive list of features that the vendor will finally develop, and a sample set of screens as per the final design that will be created. The vendor must undertake this study and submit the <b>finalized design to CSL in no more than 2 weeks</b> from the date of PO being placed on the vendor. The document provided by the vendor shall include all features of the tool mentioned in this document, and CSL will check the validity for those only. CSL reserves the right to add/ delete any features in the tool, hence modifying the scope of work, within a reasonable limit.</p>

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कोच्चा / Kochi - 682 015

3.2	<b><u>Definition of the tool</u></b>
	<p>A web based tool accessible on any PC connected to the Network. The hosting of the tool will be on CSL's web servers, in collaboration with our IT team. The details of the server will be provided to the finalized vendor. The detailed design of the tool has been created and screens are included in Appendix I. Core features of the tool include:</p> <ul style="list-style-type: none"> <li>• Create list of outstanding ships before the slot planning meeting (to be input by SRP team/ selected from a master list maintained in the app)</li> <li>• Drag &amp; drop of ships in dry dock to identify optimal allocation based on turnover and other selected parameters</li> <li>• Sharing of allocation via Email (as PDF, Excel file)</li> <li>• Accessing historical allocation (in the form of a Gantt chart) and sharing (as PDF, Excel file)</li> <li>• Conducting planned vs. actual analysis (if actuals entered in the app manually)</li> <li>• View vessel allocation layout at any chosen point of time</li> </ul>

  
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3.3	<b><u>Flow of screens</u></b>
	<p>All screens required for the tool is as shown below (Reference Purpose alone). Below is the flow of screens from one to another:</p>  <p>The flowchart, titled 'Flow of the application &amp; screens', illustrates the sequence of screens in the tool. It starts with 'User login' (0) leading to 'Facility selection &amp; Home Screen' (1a, 1b). From the Home Screen, users can access 'View Vessel location' (8), 'Prepare list for meeting' (2a), 'Ship list input' (2b), 'View/Edit master list of ships' (6), and 'Settings' (7). 'Ship list input' (2b) leads to 'Ship allocation to dry dock' (3a, 3b), which then leads to 'Finalization &amp; Sharing' (4a, 4b). 'Finalization &amp; Sharing' (4a, 4b) leads to 'Past allocation history' (5), which in turn leads back to the 'Facility selection &amp; Home Screen' (1a, 1b). A legend at the bottom left of the diagram indicates that a box represents a 'Screen'.</p>
3.4	<b><u>Functionalities of each button and features on each screen</u></b>
	Refer to Annexure I for detailed features of all screens
3.5	<b><u>Historical data population in the tool</u></b>
	Bidder shall set up the tool with historical data (slots/ details etc.) provided by CSL. The data shall be shared upon final selection of bidder and post beta version development. The format of data sharing rests with CSL, and the bidder must customize it basis their underlying tool development data structure.
3.6	<b><u>Generation of reports. As required and finalised in discussions</u></b>
3.7	<b><u>Testing of application</u></b>
	Bidder to conduct security testing of the web application before deploying the tool at CSL. Bidder to provide a detailed testing report and certificate to CSL before the installation of the application to ensure that no security loop holes exist in the application and application is a secure application.

	<p>It is the total responsibility of the selected vendor to analyze in details the complete functional requirements &amp; list of reports/returns that should be generated as required by CSL. These are to be finalized during system study phase &amp; documented in detail by the system partner/selected vendor. The minimum indicative functional requirements have been indicatively listed in the section 5. Annexure I of this document but needn't be confined those indicated alone.</p> <p>The web based application should provide seamless and efficient interaction for its users during SLOT meetings or at any point of time when the data is required or planning is to be done.</p>
	<p>After successful award, the selected vendor shall prepare &amp; submit an Integrated Project Plan for the entire project that covers detailed tasks which are intended to be performed as part of the project along with the scope and duration of each of the activity.</p> <p>The minimum indicative functional requirements for the proposed schemes system in terms of various user levels have been indicatively listed. However, SV(selected vendor) shall perform its own individual assessment by consulting with the CSL, to obtain more details on the current business processes, functions and activities performed as per the project requirements.</p> <p>The SV shall ensure to conduct a detailed Functional Requirements gathering and prepare a Functional document the same, which shall then be approved by the department.</p> <p>The SV shall be entirely responsible for the architecture of the system implemented to satisfy all features, functions, performance and security of the application software for schemes &amp; shall ensure that the Systems design documents should adhere to the industry wide best practices.</p> <p>The SV shall ensure solution compatibility with latest browsers and that the system would also require the use of unique user IDs and passwords for authentication purposes as applicable for transaction authentication and authorizations.</p> <p>Audit, trail logs shall also need to be maintained at server level.</p>
	<p>Deployment and implementation:</p> <p>On the successful testing of the solution, SV shall have to deploy the solution at the hosting environment provided by CSL for operationalization of web application. This includes installation/ configuration of required system software, application software, relevant database, OS, integration tools and other requisite software's as per the requirement.</p> <p>The SV shall ensure the complete system testing internally and performing necessary security audits before making the application Go-Live.</p>

**4. Eligibility/Pre-qualification Criteria (to be duly filled and submitted along with technical offer – Part I)**

The prospective bidder should satisfy the following criteria.

**4.1.**

The bidder should be having its registered office in India since last three years from the date of issue of RFP. Relevant documents of registration should be submitted as part of the proposal.

**4.2**

The bidder should not have been blacklisted by any State/Central Government organizations/ Firms/ Institutions/Central PSU/PSE for which the statement stating that the bidder has not been blacklisted by any institution of the Central/state Government in past three years may please be submitted.

**4.3**

The bidder should have a positive net worth during the last three years (to be supported by relevant documents).


**4.4**

The bidder should have an average turnover of Rs.50 lakhs for the last three financial years (operations in India). The last three financial years audited Balance Sheets and Profit & Loss account or certificate from the statutory auditor shall be submitted.

**4.5**

The bidder organization should have good Experience in Design, Development & Implementation of Websites/ Portals & Web Applications Development in Govt Sector/ PSU/Cooperatives. The bidder organization should be specialized in same at least for the last three years from the date of issue of RFP.

The bidder should have successfully deployed web applications for at least three **MNC/Public sector institutions/GOI departments** or Government firms/Cooperatives during the last three years. Related documents such as Purchase Order copies, reference letters with contact details of customer in-Charge should be submitted as part of the proposal.

  
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4.6

The details of three recently developed web application for **MNC/Govt Sector/PSU/Cooperatives** which is active and in use may be provided in prescribed format. Website URL, Client, Technology Used, Date of Deployment, Duration of Project A brief outline of the application also may be included.

4.7

The bidder should have minimum 20 regular IT professional employees on its payroll as on 31.04.2021.


Proof of Head count – Self certificate from company head on company letter head.

4.8

Attach documentary proof of list of Team deputed exclusively for CSL project along with their qualification and experience (Attach CV).

A suitable resource to be allotted with the role of a project manager and should serve as the single point of contact for the team / Project and shall attend all meetings related to the project. Project Manager need to have proven project management experience and shall have minimum 5 years domain experience, knowledge and skill to communicate to CSL Management as required. Any change/addition of consultants at a later stage would require prior written approval from CSL. The bidder must comply with the above mentioned criteria. Noncompliance of the criteria will entail rejection of the offer. Relevant documents /recent certificates should be submitted as proof in support of the claims made for the above mentioned criteria. CSL reserves the right to verify the claims made by the vendor independently. Any misrepresentation will entail rejection of the offer without any explanation. Weekly review of project for timely completion of the Project should also be done as required.

Sr. No.	Criteria	Compliance by the bidder (Yes/No)
1	The bidder should be having its registered office in India since last three years from the date of issue of RFP. Relevant documents of registration should be submitted as part of the proposal.	

  
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2	The bidder should not have been blacklisted by any State/Central Government organizations/ Firms/ Institutions/Central PSU/PSE for which the statement stating that the bidder has not been blacklisted by any institution of the Central/state Government in past three years may please be submitted.	
3	The bidder should have a positive net worth during the last three years. (Supported with the certificate from the statutory auditor as per the format at Form A4).	
4	The bidder should have an average turnover of Rs. 50 lakhs for the last three financial years (operations in India). The last three financial years audited Balance Sheets and Profit & Loss account or certificate from the statutory auditor shall be submitted	
5	The Bidder must have necessary licenses, permissions, consents, NOCs and approvals for carrying out the business. The Bidder must have valid GST No. and Pan No	
6	The details of three recently developed web application for <b>MNC/Govt Sector/PSU/Cooperatives</b> which is active and in use may be provided in prescribed format. Website URL, Client, Technology Used, Date of Deployment, Duration of Project A brief outline of the application also may be included.	
7	The bidder should have minimum 20 regular IT professional employees on its payroll as on 31.04.2021 Proof of Head count – Self certificate from company head on company letter head	
8	Attach documentary proof of list of Team deputed exclusively for CSL project along with their qualification and Experience (Attach CV). A suitable resource to be allotted with the role of a project manager and should serve as the single point of contact for the team / Project and shall attend all meetings related to the project. Project Manager need to have proven project management experience and shall have minimum 5 years domain experience, knowledge and skill to communicate to CSL Management as required.	

	<p>Any change/addition of team members at a later stage would require prior written approval from CSL. The bidder must comply with the above mentioned criteria. Noncompliance of the criteria will entail rejection of the offer. Relevant documents /recent certificates should be submitted as proof in support of the claims made for the above mentioned criteria</p>	
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**Other Terms**

The ownership of all deliverables including Source Code and artifacts resulting from such engagements including any intellectual property shall vest solely with the CSL. The proprietorship of the application/software component developed should be of Cochin Shipyard Limited and the selected bidder should not use the same developed software for any other purpose / department / state/country.

**5. Execution plan and Methodology**

- a) CSL proposes to execute the programs in **three sprints**:
  - i. Finalized technical document development, as mentioned at para 3.1.
  - ii. Beta version development and testing with complete historical data population and testing by SV and user testing by CSL.
  - iii. Updating the tool with additional features if requested by CSL

**Note:**

Bidders shall submit the proposal including fixed cost of **Sprint 1, 2** and variable cost of **Sprint 3**, as a function of additional hours required for **additional features (if requested)** in **Sprint 3**.

Bidder understand that CSL is not liable to pay for debugging of features which are already a part of this document in Annexure I, and that this needs to be delivered in the Beta version itself. Issues and deviation from the requirement finalized at **Sprint 1** found at **Sprint 2** may be fixed without any additional cost in a timely manner.

- b) With the above definition of sprints, bidders shall describe in detail the proposed approach to the scope of work, methodologies and strategies to be adopted,

management of project risk and methods of communication with CSL. Proposal should include a description of how the project will be executed throughout all its stages.

The desired project timeline is shown below.

SL No	Name of Phase/Activity	Desired Timelines Days For completion
1	<b>Sprint-1</b> - Detailed Functional Requirement study, System Requirements Study, System Design and approvals. Finalized technical document development,	15 days from the Kick start of the project
2 a)	<b>Sprint 2</b> – Security Testing and implementation of web application- Beta version of Product launch, Testing By SV followed by CSL and Go Live	60 days from the Kick start of the project
3	<b>Sprint-3</b> – Additional Feature development as requested CSL and issue fixing found in Sprint 2	As per requirement.

The indicative list of activities to be performed by selected vendor in each of the above phase mentioned but shall not be treated as an exhaustive list of activities. It is the entire responsibility of the System Partner to perform all the requisite activities required for successful implementation.

c) Technology

- a. Application should be developed in **java web application development platform**.
- b. A Suitable Database Microsoft **SQL/MySQL** may also be used along.

d) Maintenance support

Bidder to provide maintenance support for up to 12 months for the developed application and is responsible for the timely resolutions of the issues reported or bugs found in the application. Additionally, bidder to provide a variable rate (as for Sprint 3), which will be applicable in case CSL decides to add any features in the tool. The rate should be valid for the entire maintenance support duration of 12 months. The support

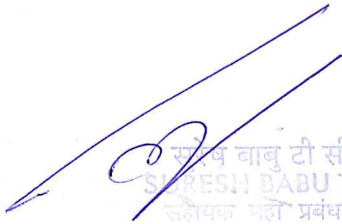
period should begin from the date of Sprint 3 completion and final tool commissioning on CSL servers.

- e) With this context, the execution plan and methodology from the bidder should include the following:
- i. Plan of Action
  - ii. Organization of team & project management
  - iii. Methodology to be adopted
  - iv. Write-up about how the proposed solution meets the scope of work
  - v. Milestones for CSL review and hold points
- f) The successful bidder shall execute the assigned work to the satisfaction of CSL.
- g) Main deliverables

- i. Detailed Project Execution plan with Milestones, Design, Development, implementation and testing of web portal/application so as to deliver a complete and secure solution as required by CSL.
- ii. System Software requirement specifications Document including detailed functional and non- functional requirements
  - SDD (System Design Document)
  - User manual
  - Project Plan
  - Latest and updated complete code base used for the PRODUCTION Release
  - Detailed Technical Document of the Solution before go live
  - Deployment of the application in PRODUCTION and making the application Go-Live.
  - Completion and launch of all the proposed applications.
  - Operations and maintenance for contract support period.

h) Software Vendor's Responsibilities

- i. Nominate a senior person in the capacity of a Project manager, who will serve as the single point of contact for the CSL and shall attend all meetings related to the project.
- ii. Plan and execute the project through a suitably qualified technical team. As part of this requirement, submit a project plan and keep it updated at all times.
- iii. Finalize the detailed requirements and suggest any improvements to the proposed IT/SYSTEM application.
- iv. Design, Develop, Test, Baseline and Release the software solution consistent with applicable guidelines.
- v. Carry out necessary acceptance tests including certifications (if applicable) and report the test results including satisfactory conformance to requirements.
- vi. Provide suggestions including hosting requirements to CSL required for the designing, development, deployment and operations of the proposed solution. Provide Comprehensive Technical Documents and User Manuals.
- vii. Provide implementation and other support services, as proposed and mutually agreed upon, to ensure that the solution is rolled out to all the participating stakeholders and is smoothly operational as per the work (project) plan that is agreed upon.
- viii. Provide the end to end operations maintenance and support as per contract. Such maintenance support period shall commence from the date the system is **Go-Live**.
- ix. During the maintenance and support period, successful bidder shall provide IT operations and administration of the installed solution in conformity with the CSL IT policies, fix software defects, enhance the software as per an agreed plan and provide such other technical support and hand-holding necessary for the smooth functioning of the overall solution covered under the scope of the project in conformity with the agreed performance criteria.
- x. The selected bidder agrees to make good any defects and shortcomings in the software that is part of the agreed requirements.
- xi. Facilitate audit and assessments, as and when required.
- xii. At the end of Maintenance and Support period, assist in smooth transition of the operations to the Department.

  
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i) Performance Requirements (SLAs) (Time will be the essence of the contract)

- i. Implementation of Application System should happen as per the planned timeline. Timelines for completion of sprint should happen as per approved project plan during entire implementation period.
- ii. Resolution Time (For Bug/defects fixing) taken by the SV to fix the problem & release the same into the production system may strictly adhere to the SLA. Errors or bugs may be classified into Severity Level 1, 2, 3.

Severity Level 1: is expected to be resolved within 24 hours.

Severity Level 2: Within a maximum of 2 days.

Severity Level 3: Within a maximum of 4 days.

- iii. Inability to resolve as per severity level 1-2-3 on more than two occasions shall attract a penalty of one per cent (on the particular quarter payment) for each 24 hours delay beyond permissible limit

j) Software Defect Categorization

Severity level 1: Critical business functionality is impacted which hampers the routine work.

Severity level 2: Problems which affects the normal execution of the work, but work around is available for the work to be completed in the existing functionality.

Severity level 3: Problems which have minimal impact on the operation or system and are trivial in nature and need some changes in requirement

**6. Technical Bid Evaluation Criteria**

- a) CSL will technically evaluate the bids as per the prevailing practices followed.
- b) The Part-I i.e. the techno-commercial bid of bidders will be evaluated for the technical suitability and the price bids of only those bidders who qualify in the Part-I evaluation will be considered for opening and evaluation.
- c) The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence. It will be the sole discretion of CSL to decide the lowest bidder (L1) by evaluating various aspects.

  
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## 7. Payment terms


Sl.NO	Payment item	Payment schedule
1	Application Development & Implementation charges	30% after Sprint 2 70% after Go-Live
2	Additional Features development charges	

## 8. EMD

- a) Earnest Money Deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand Only) shall be remitted in the form of Demand Draft from Scheduled Banks in favour of "Cochin Shipyard Limited" payable at Kochi. Cash, Cheque, Bank Guarantee, Postal orders etc., are not acceptable. No interest will be payable to EMD. EMD's of unsuccessful bidders will be returned only after awarding the work to the successful bidder. The EMD of the successful bidder shall be returned one month after completion of entire scope of work.
- b) The EMD may be forfeited in case:-
- Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions in any respect within the period of validity of his offer.
  - Non-acceptance of work order.
  - Bidder after accepting the work order fails to provide services.

## 9. Security Deposit/Performance Bank Guarantee (PBG)

- a) The successful bidder should furnish Security Deposit (as per annexure III) equivalent to 10% of the total order value in Indian rupees excluding tax and duties, issued by a scheduled bank, in the form of Bank guarantee valid till the successful completion of the project plus 90 days. In case the contract is extended further, the validity of the Security Deposit shall also be extended. Security Deposit must be submitted within 07 days from the date of issue of PO and in the form provided in Annexure - III.
- b) Failure of the successful bidder to comply with these requirements shall constitute sufficient grounds for the annulment of the contract and forfeiture of the EMD.

  
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- c) No interest is payable on Security Deposit. The Security Deposit shall be returned within one months after the expiry of contract and on fulfilment of all contractual obligations and liabilities if any, in the matter.
- d) Bidders with valid registration under NSIC/MSME category are also entitled for all privileges, concessions, relaxations etc. stipulated by relevant Govt. orders in this regard.

#### **10. General Terms & Conditions**

##### **a) Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of its bid, and CSL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

##### **b) Validity of the proposal**

The proposal submitted shall indicate that it is a firm and irrevocable offer and shall remain valid for a period of not less than 90 days from the date of opening of the Price bid.

##### **c) Confidentiality**

This request for proposal and all materials submitted by CSL for this purpose, must be considered confidential, and may not be distributed or used for any purpose other than the preparation of a response for submission to CSL. The Bid documents shall remain the exclusive property of the CSL without any right to the Bidder to use them for any purpose other than the preparation of a response for submission to CSL.

Non-disclosure agreement (NDA) as per Annexure II shall be signed by the successful bidder. Disclosure of any part of the information contained therein to parties not directly involved in providing the services/products requested, could result in disqualification and/or legal action. When submitting confidential material to CSL, the bidder must clearly mark it as such.

##### **d) Risk Purchase**

If the supplier fails to provide the service/project phase ordered within the delivery period as per Project plan or violate any of the terms and conditions of the contract, CSL shall have the following rights:

- To terminate the contract with 15 days' notice and forfeiting the security deposit.
- To award the work to any third party at the risk and cost of the successful bidder.

e) Liquidated Damage for Delays

If the bidder fails in the due performance of the contract within the time fixed by the contract or any extension thereof, bidder shall be liable to pay liquidated damages to the extent of a sum of 0.5% of the contract value per week, subject to a maximum of 10% of the contract value excluding tax. Once the maximum is reached, CSL may consider termination of the contract. In assessing such delays, CSL 's decision is final and binding on the bidder. The penalty for late delivery will be deducted from the bill amount.

f) Arbitration

It is clarified that the firm cannot go for arbitration for any disputes arising out of the agreement related to this contract work. Cochin Shipyard Ltd. has a grievance redressal cell and all un-resolved disputes after hearing by Chief General Manager (SR) shall be referred to the nodal officer Shri. Syamkamal N, Company Secretary, Cochin Shipyard Limited in the specified format. All questions, disputes difference or differences arising under, out of, or in connection with the contract after hearing by Cochin Shipyard Ltd Grievance Redressal committee shall be subject to Indian Laws in force and at the exclusive jurisdiction of the courts at Kochi. All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Ernakulam, Kerala, India.

g) Force Majeure

In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Consultant), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible. CSL may allow additional time as is mutually

agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.

- h) Amendment if any will be notified on CSL/Govt. Website. The bidders are requested to keep themselves informed of the development by visiting CSL website [www.cochinshipyard.com](http://www.cochinshipyard.com) and the CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in) regularly. Such amendments shall be binding upon them.
- i) Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".
- j) Price should be quoted separately for each item. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
- k) The firm should not subcontract the work in part or full to any other agency if awarded the contract by CSL.
- l) Quote should be as per the price bid format at annexure IV. GST should be indicated separately and shall be paid extra as per Govt. of India rules.
- m) Rate quoted for sprint 1 and sprint 2 as per scope of work remain fixed. Any modification suggested on behalf of CSL should be made without any additional cost in a timely manner by the firm.
- n) CSL reserves the right to modify, expand, restrict, scrap this proposal or reject any RFP any time without assigning any reason
- o) The Invoices to be raised on Assistant General Manager (SRP), Ship Repair Department, Cochin Shipyard Limited, Perumanoor P O, Cochin, Kerala – 682 015. GST Registration no. of CSL is GSTN - **32AAACC6905B1ZD** which is to be indicated on each bill raised.
- p) CSL reserves the right to terminate the contract if the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers and other violation of any contract conditions and get the work completed from alternative sources at the risk, responsibility and cost of the firm. CSL will notify the bidder in case of poor performance or progress in the project. In case adequate

corrective measures are not taken by the firm to improve the performance CSL will have the right to terminate the contract either in full or in part and get the work completed by any other agency at the risk and cost of the firm. The extra cost incurred to CSL due to the process of termination will be recovered from the firm from the security deposit/performance bank guarantee/pending invoices and if necessary by legal procedures. Further CSL will have the right to terminate the contract due to commissioning of any illegal act or causing breach of security by the firm or any of their men, at the cost, risk and liabilities of the firm. This contract shall also be terminated by CSL in the event of declared bankruptcy of the bidder.

- q) The firm shall acknowledge that all material and information which has or will come into its possession or knowledge in connection with this work or the performance hereof, consists of confidential and propriety data, whose disclosure to or use by third parties will be damaging or cause loss to CSL. The firm should agree to hold such material information in strictest confidence, not to make use thereof other than for the performance of this work, to release it only to employees requiring such information, and not to release or disclose it to any other parties. The firm shall take appropriate action with respect to its employees to ensure that the obligation of non-use and non-disclosure of confidential information under this work are fully satisfied.
- r) Bidder should acknowledge and accept the work order by submitting the Letter of Acceptance within 02 days from the date of issue of work order.
- s) As per public procurement policy for MSME's order 2012, certain special privileges for micro and small enterprises (MSME's) are provided. Following are the special privileges.
- A. For all firms who are registered with district industries centre and come under the category of Micro and small Enterprises holding a valid EM Part II certificate or Udhdyog Aadhaar certificate, the following benefits are extended.
- i. Tender forms shall be issued free of cost.
  - ii. Payment of Earnest Money Deposit (EMD) is exempted.
  - iii. Additionally waiver of security deposit (SD) is extendable to those MSMEs registered with National Small Industries Corporation (NSIC), up to financial limit as mentioned in NSIC certificate. However guarantee of the items supplied/service provided has to be ensured through a bank guarantee (BG).

- a) Order dated 23<sup>rd</sup> March 2012, from ministry of MSME, pertaining to public procurement policy is applicable for this tender.
- b) The bidder has to submit necessary documentary proof along with bids in support of their registration under MSME and NSIC to be eligible for above privileges. Firm not registered under MSME are required to submit EMD and tender cost.
- c) All relevant clauses of general conditions of contract prevalent in CSL will be applicable to this contract also. HSE guidelines issued by CSL from time to time shall be followed by the firm.
- d) During the evaluation of tender AGM (SRP) may at his discretion ask the bidders for clarification in writing. Response for clarification shall be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
- e) The acceptance of a tender will rest with CGM (SR) who does not bind himself to accept the lowest tender and reserves the right to himself the authority to reject any or all of the tenders received without assigning any reason.

#### **11. Instructions to the Bidder**

- a) Tenders are to be submitted in password protected email and should reach CSL on or before the last date and time for submission of tender. Email address for submission of tender is julianjose.pj@cochinshipyard.in and sroffice@cochinshipyard.in with a copy to sureshbabutc@cochinshipyard.in. Bidder should make sure that they get an acknowledgement by return mail after submission of tender. CSL shall not be responsible for non-receipt of email sent by the firm.
- b) Bids is to be submitted in two bid system [in two attachments with password protection- Technical bid (attachment A) & Price bid (attachment B)].

  
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SURESH BABU T C  
सहायक महा प्रबंधक  
Assistant General Manager  
कोच्चिन शिपयार्ड लिमिटेड  
Cochin Shipyard Ltd.  
कोच्चि / Kochi - 682 015

- c) All bids and supporting documentation shall be submitted in English and should be clear and unambiguous. Offer should be free from overwriting. Corrections and additions, if any, must be duly attested. Incomplete/ ambiguous offers will be rejected.
- d) The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
- e) Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
- f) All pages of the offer (including all supporting documents/attachments) should signed and sealed by the authorized signatory of the bidder in acceptance of tender conditions. Unsigned and unstamped bids shall be summarily rejected.
- g) The firm should indicate "quoted"/ "not quoted" against each line item as applicable in the unpriced price format. Any ambiguity may entail rejection of the offer.
- h) Tender documents, downloaded from the CSL website/Central Procurement Portal, shall be downloaded in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the Bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by CSL and CSL has the right to reject the offer if required.
- i) Following documents in respect of technical bid to be included in attachment A:-
- i. Tender document duly signed and sealed on all pages (including scope of work, general terms & conditions and annexure).
  - ii. Copy of un-priced bid format as per annexure IV (price bid without prices/numerals)
  - iii. Documents required as per Pre-qualification criteria.
  - iv. Project execution plan and methodology

- v. Valid copy of MSME/NSIC Registration Certificate along with the list of items /services for which they are registered, as issued by NSIC for EMD exception, if applicable.
  - vi. EMD, if applicable.
  - vii. Start-up Registration certificate as defined under notification of DIPP GSR 501(E) dated 23 May 2017 for availing the specified relaxations if applicable.
- j) Price bid to be submitted as per annexure IV (cover B).

Thanking you

Yours faithfully,  
(For Cochin Shipyard Ltd)



Asst. General Manager (SRP)

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Assistant General Manager  
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**Tool Guidelines & UI**

Screen #0: User Login

Auto-log out after 10 minutes of inactivity.

Admin (CSL IT/ DCoE to create and allocate IDs)

Option to write email to CSL IT & DCoE team

Option to reset password by sending it to Email ID of respective user

Note: DCoE - Digital Centre of Excellence; email ID to be created

- Screen #1a: Facility selection upon login

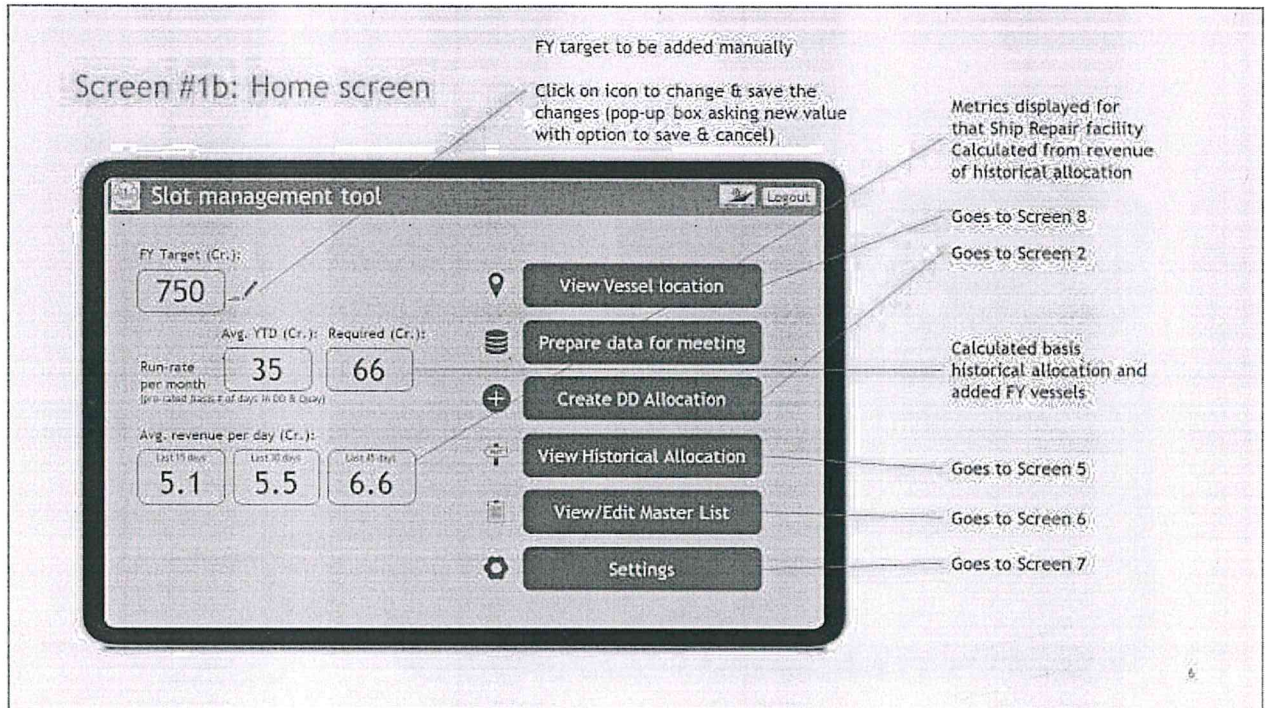
Screen #1a: Facility selection upon login

Clicking on CSL icon on top left in any screen will bring the user to Screen#1a (i.e facility selection)

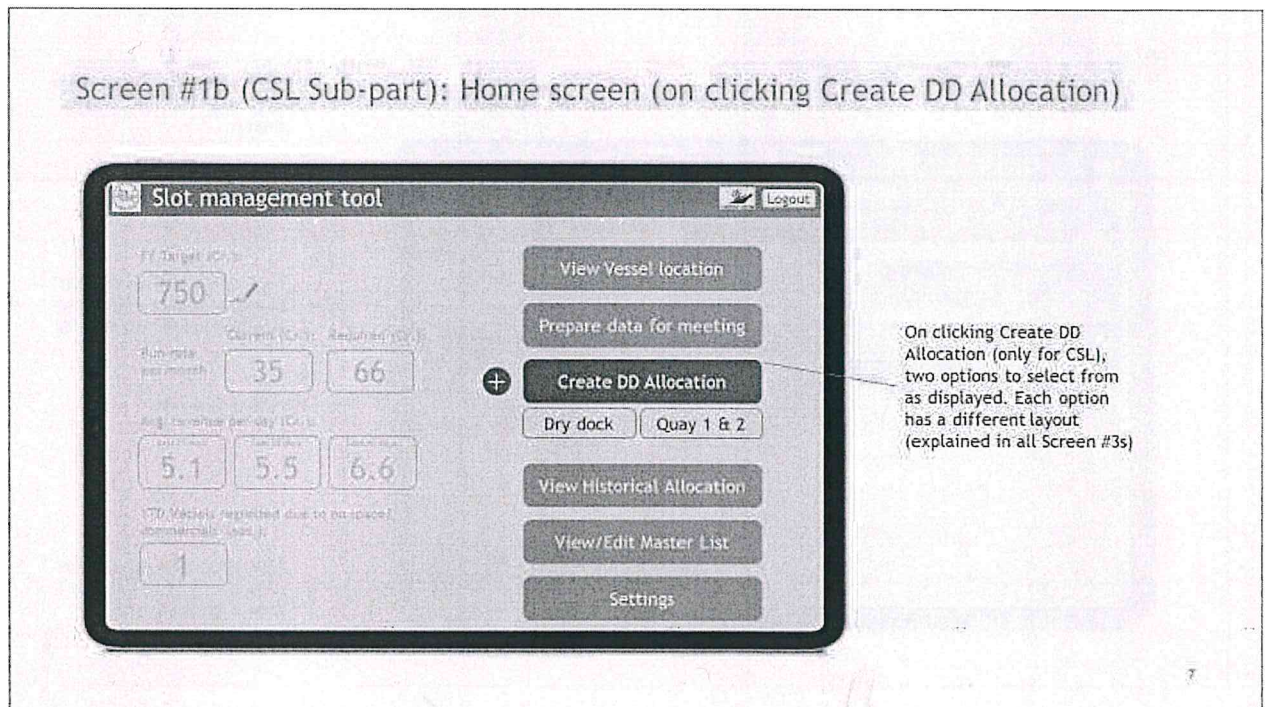
Selection of a facility goes to the home screen i.e Screen #1b (with data loaded for that specific facility)

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कोच्चिन शिपयार्ड लिमिटेड  
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कोच्चि / Kochi - 682 015

- Screen #1b: Home screen



- Screen #1b (CSL Sub-part): Home screen (on clicking Create DD Allocation)



- Screen #2a: Prepare data for meeting

Screen #2a: Prepare data for meeting

Default buffers loaded when ship input - click to change them)

Goes to Screen 1

Pops up list of ships in Master database maintained in app. Check boxes to select multiple at one go

Option to add new ship (which will be also updated in Master). Ask for name, dimensions

Option to delete

Click on any box to change the value in-line  
Option for colors: G,B,Y

All allocated ships (in screens 3a, 3b) to be deleted from Prepared data list

Buffer onwards all columns to be filled by SRC

S.No	Name	Dimensions (LxBxH in m)	Buffer (m) (Port, Forward, starboard, aft)	Revenue for project (Cr.)	Duration pre-dock in Quay	Tentative docking Date	Duration of dry dock	Duration in post-dock Quay	Color
1	ABC	100x20x20	5,10,5,10	5	15	1/1/21	25	10	G
2	LMN	150x20x20	5,10,5,10	6	20	15/1/21	30	10	B

Green: Confirmed orders, Blue: MoU, Yellow: Not confirmed

Save & Go to Main Menu

- Screen #2b: Ship List Input

Screen #2b: Ship List Input

Default buffers loaded when ship input - click to change them)

Goes to Screen 1

Pops up list of ships entered in prepared data - option to select which ship to plan for

Option to delete

This table is the list of ships to be allocated to DD, which is required for Screen 3

S.No	Name	Dimensions (LxBxH in m)	Buffer (m) (Port, Forward, starboard, aft)	Revenue for project (Cr.)	Duration pre-dock in Quay	Tentative docking Date	Duration of dry dock	Duration in post-dock Quay	Color
1	ABC	100x20x20	5,10,5,10	5	15	1/1/21	25	10	G
2	LMN	150x20x20	5,10,5,10	6	20	15/1/21	30	10	B

Green: Confirmed orders, Blue: MoU, Yellow: Not confirmed

Proceed to allocation

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- Screen #3a: Ship allocation to Dry Dock Gantt Chart view

Screen #3a: Ship allocation to Dry Dock Gantt Chart view

Ships color coded by: A) Confirm - Green; B) MoU - Yellow; C) Tentative - Blue

Show gantt chart view of all slots with the ability to:

1. Zoom in/ Zoom out
2. Select, Drag & move slots. In case slots are dragged, change the start date of ships in the slot as well
3. Click on a slot (title) to goto detail Dry dock view screen
4. Scroll (left & right) to browse through all the dates
5. Show empty gaps (i.e dates on which no ships are allocated to Dry dock
6. Slot name is YTD No. of slot in that year
7. 2 slots can be parallel to each other (if gate is placed)
8. Right click on the slot/ or a ship to modify the start data and end date of that slot.
9. Min 3 slots to be visible at a time on the screen. Option to Zoom in & out on the gantt chart to see more slots/ less slots etc.
10. Ctrl + Z reverses any change made (i.e slot movement, changing start/ end date etc.)

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- Screen #3b: Ship allocation to Dry Dock (without gates)

Screen #3b: Ship allocation to Dry Dock (without gates)

Option to see dry dock in 3D, rotate it etc.

Show gap between two adjacent ships/ walls

Goes to Screen 4

On clicking, option to input a number (in metres) to add a gate

Each rectangle corresponds to one ship, input in screen 2, scaled down as per the scale of the DD. Dimensions to be mentioned on each, with Revenue in brackets

Ability to drag & drop each of these (ship) rectangles into Dry dock rectangle

Ships that can't fit remaining space in DD to be colored RED

Show all unallocated ships here. If a ship is dragged out of the specific slot and kept here - keep it unallocated

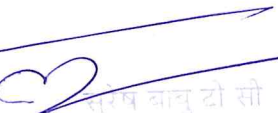
Min. distance between two ships is buffer mentioned in Screen 2

Parameters basis ships in DD

Forward & backward arrows take you to the next/prev. slot, with the pending ships kept as-is

Show LxBxH and in bracket, show revenue and name of vessel

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 Assistant General Manager  
 Kochin Shipyard Limited  
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- Screen #3b: Ship allocation to Dry Dock (with gates)

Screen #3b: Ship allocation to Dry Dock (with gates)

On addition of a gate, the DD to be split in two parts  
Forward part is Part I, other is Part II

Metrics for ships in Part I

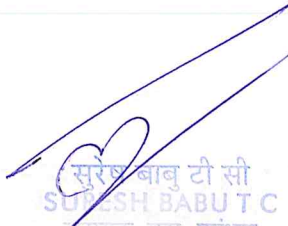
Metrics for ships in Part II

Part I		Part II	
Planned slot start (DD)	1/1/21	Planned slot start (DD)	1/1/21
Planned slot end (DD)	1/2/21	Planned slot end (DD)	1/2/21
Area per slot (sqm)	5,1/150.5 Cr.	Area per slot (sqm)	5,1/150.5 Cr.

Pending ships to allocate:

3D

SUBMIT

  
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 कोच्ची / Kochi-682 015

### Screen #3a: Ship allocation to Dry dock: Gantt view

While optimization - ensure ships which are ticked as 'in prime zone only' in input table are kept in prime zone  
 Prime zone definition: A central area in Dry dock where load capacity is maximum vs. edge of dry dock

**Key abilities:**

- Zoom in/out, Select, Drag & move slots (together if selected). In case slots are dragged, change start date of ships in the slot. Ships are to the scale of dock.
- Click on a slot (title) to goto detail DD view screen
- Scroll (left & right) to browse dates
- Show empty gaps (i.e. dates on which no ships are allocated to Dry dock). Minimum 2 days gap b/w slots in auto-allocation
- Slot name is YTD No. of slot in that fin. year
- 2 slots can be parallel (if gate is placed)
- Min 3 slots to be visible at a time on the screen.
- Ctrl + Z reverses last change made
- Double clicking on any ship/slot gives options to change all parameters of that ship/slot (past and future slots both). If docking dates changed, then slot duration to be adjusted for that and other future slots accordingly
- Provide most optimal allocation, maximizing avg. revenue per slot (don't change past allocation); Options in dropdown are: Any docking date, latest docking date, tentative docking date AND Any time, optimal time, tentative time. Condition of min. revenue per slot to be applied as per input entered
- Ships can be dragged to pending to be allocated & rejected. On dragging a ship to a certain slot, outline it green/ red depending on if that ship can fit in that slot
- Colors of ships in pending ships to allocate are as per category in the table on previous slide. Pending ships are not deleted until they are dragged to ships rejected.
- List view of all ships shows all ships in table form (as in previous slide) with ability to edit
- On dragging a ship to a slot which is not permitted (due to space or date etc.), provided an error popup, with option to override error and place ship
- Equal to sign between slots indicate that slot is continuing, since there is a gate placed in DD
- Past allocation dropdown allows to select the past saved allocation and view it here. Option to return to current allocation/ current state as well
- On dragging a ship to rejected/ cancelled - popup to ask the reason from: 1) Order not won; 2) Order won but rejected; 3) Order cancelled. In case of (2), give space to enter reason.

Nos. of the parameter selected by the maroon dropdown (sum of inputs from table on previous slide)  
 Photo view shows available photos of the ships

- Screen #4a: Notes for finalization & sharing

### Screen #4a: Notes for finalization & sharing

If the slot date is changing vs. what was previously entered, other slot dates will automatically be updated

E.g. if slot X duration increases by 5 days, all slots after slot X are postponed by 5 days (unless there is gap between slots s.t. further slots don't need to be moved)

Option to add notes for audit trail

Compulsory in case edits are made to original allocation

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 Cochin Shipyard Ltd.

## Screen #4b: Finalization & sharing

Goes to Screen 3/3a

Saves current allocation in Historical Allocation data Popup asking name for allocation and then 'Saved successfully'

Shares current allocation in PDF/ Excel based on below templates (Option to come after saving only)

Acrobat Document

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- Screen #5: Past Allocation History

## Screen #5: Past Allocation History

Table of past finalized allocations (saved in Screen 4), sorted by Last modified (latest first)

Probability of completion (# of projects completed within +/- 5% of timeline in past 1 year/ total projects in past 1 year)

Option to View allocation (Screen 3a & 3b without option to Submit, Finalize & Save)

Option to double click on ship in 3b, and update revenue/ dates/ days in DD/ Quay etc.; slots to modify accordingly

Page navigator to navigate through table

Gantt chart view of all past allocations plus future planned ones (basis allocations)

Exporting Gantt chart & historical allocation table in Excel basis below template

Expanded view in next page

Share Excel

GanttChartTempl  
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- Screen #5: Past Allocation History (Gantt chart)

### Screen #5: Past Allocation History (Gantt chart, 1/2)

Option to add delay manually

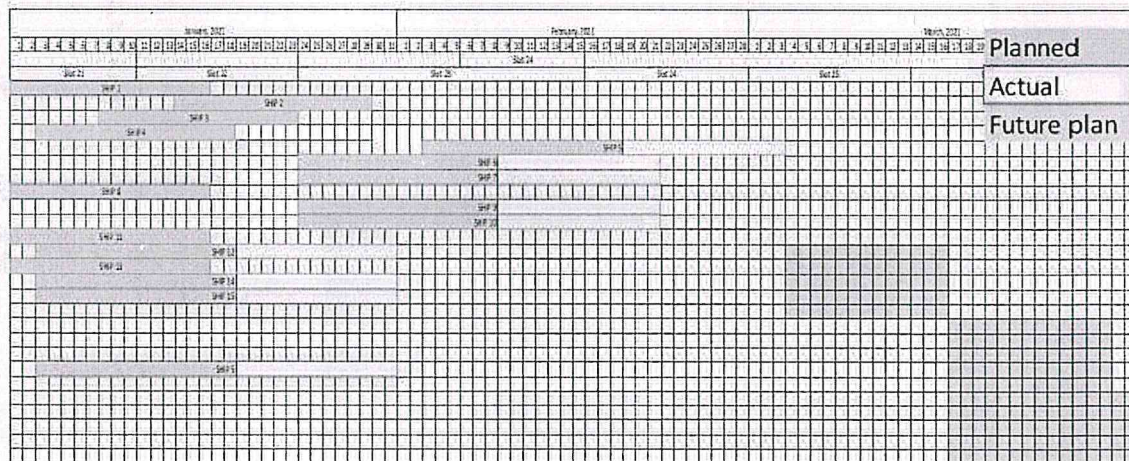
Date of record generation: 20/11/2020

S.No	Ship Name	Length (m)	Breadth (m)	Height (m)	Revenue (Cr.)	Buffer (m), 1. etc. Top Right Bottom	Location	Planned closing date (DD)	Delay for specific ship (Days)	Delay in starting of slot (Days)	Planned End Date (DD)	Delay for specific ship (Days)	Delay in ending of slot	Total Delay (Days)	Month-Date
1	Shp 1	86	25	16	9	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		16
2	Shp 2	71	23	19	7	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		20
3	Shp 3	52	15	15	4	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		19
4	Shp 4	93	27	22	8	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		18
5	Shp 5	86	25	16	9	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		13
6	Shp 6	71	23	19	7	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		17
7	Shp 7	52	15	15	4	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		12
8	Shp 8	93	27	22	8	5,10,5,10	Quay 1	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		10
9	Shp 9	86	25	16	9	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		14
10	Shp 10	71	23	19	7	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		20
11	Shp 11	52	15	15	4	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		19
12	Shp 12	93	27	22	8	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		20
13	Shp 13	71	23	19	7	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		15
14	Shp 14	86	25	16	9	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		13
15	Shp 15	71	23	19	7	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		10
16	Shp 16	52	15	15	4	5,10,5,10	Quay 2	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		19
17	Shp 17	93	27	22	8	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		19
18	Shp 18	86	25	16	9	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		20
19	Shp 19	71	23	19	7	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		18
20	Shp 20	52	15	15	4	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		12
21	Shp 21	93	27	22	8	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		13
22	Shp 22	86	25	16	9	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		19
23	Shp 23	71	23	19	7	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		17
24	Shp 24	52	15	15	4	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		20
25	Shp 25	93	27	22	8	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		14
26	Shp 26	71	23	19	7	5,10,5,10	CO	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)	(fill as per data)		19

Delay caused due to that ship: Recorded if Start date/ end date for the ship is changed in the system  
 Delay in starting/ ending slot: Recorded if date changed of the slot in beginning/ end OR if slot beginning date pushed out due to delay from earlier slots


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### Screen #5: Past Allocation History (Gantt chart, 2/2)



Past & Future to be calculated basis latest allocation; for Actual vs. Planned, option to click and enter dates manually for Actuals in this gantt chart itself - otherwise by default, Actual = Planned

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 SURESH DABU T C  
 Assistant General Manager  
 Cochin Shipyard Ltd.  
 Kochi / Kochi - 682 015

- Screen #6: View/Edit Master List of ships

Screen #6: View/Edit Master List of ships

Option to add or edit photo and 3D model (format to be informed later)

One tick means photo exists, two ticks mean 3D model exists

Goes to Screen 1

Upload list of ships in a specific format

Option to add ships in the table on current screen

Option to edit/ delete the ship line respectively

Ability to filter/ sort table by Date, Dimensions (L or B or H)

Page navigation of table

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- Screen #7: Settings

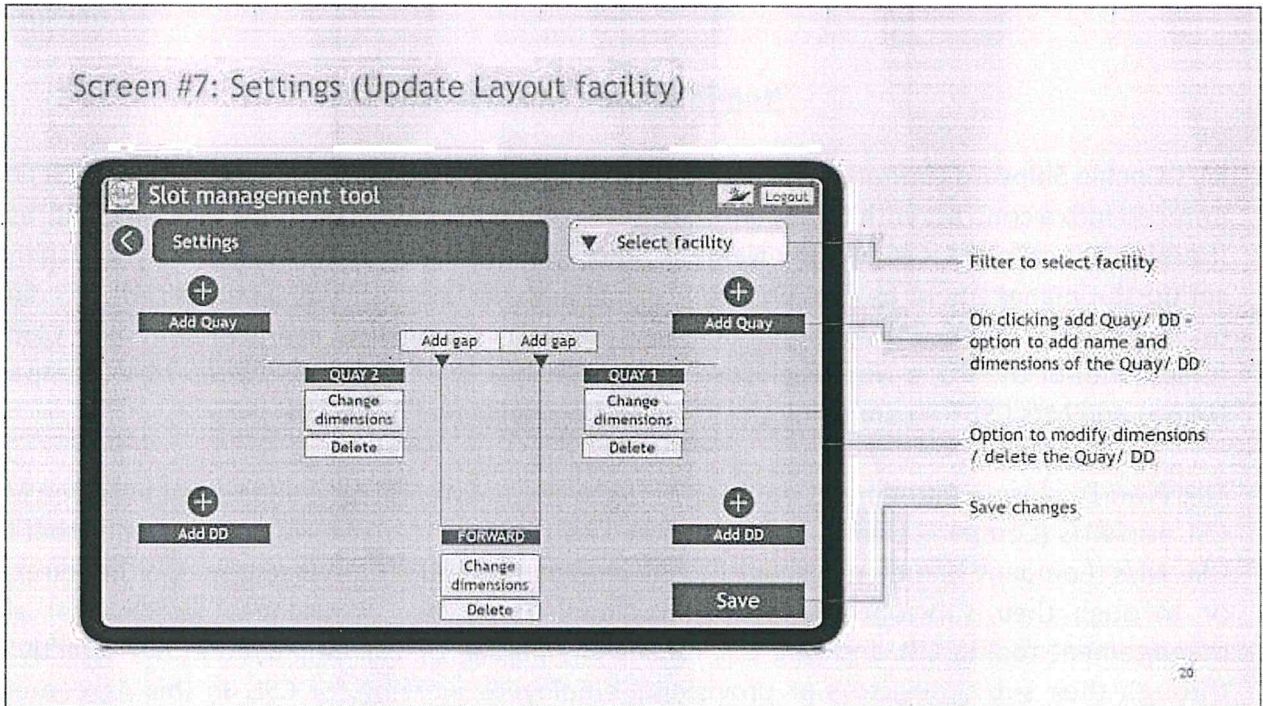
Screen #7: Settings

Popup with option to change the default buffers used on screen #2, #3, #4

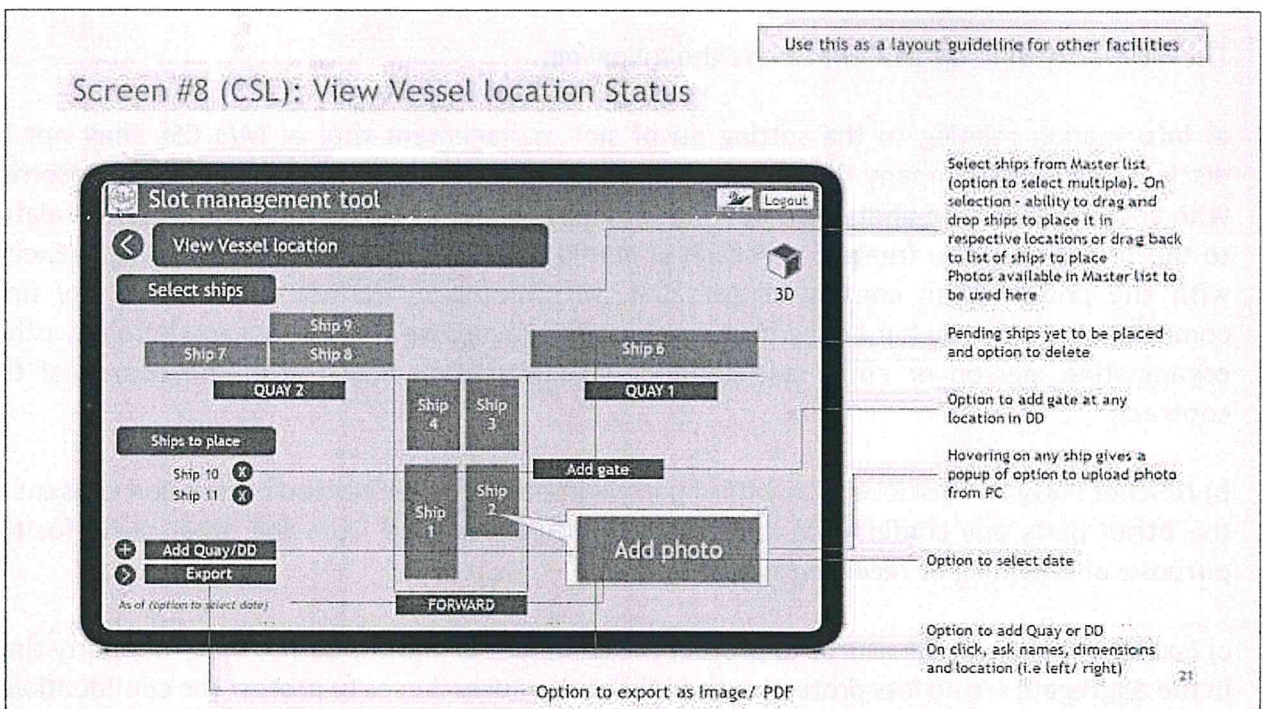
Popup with option to change the number of docks, quays and their dimensions for all facilities (so visually - see next screen)

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- Screen #7: Settings (Update Layout facility)



- Screen #8 (CSL): View Vessel location Status



**Non-Disclosure Agreement**

M/s Cochin Shipyard Limited, Perumanoor PO, Cochin-682015, (hereinafter called M/s CSL) has entered into a contract with M/s (Company Name), with its registered office at (Office address), (hereinafter called M/s (Company Name in Short) service provider/implementation partner to set up slot management tool for CSL, by placing Purchase Order (PO) (PO number) dt.(PO date) for an amount of RS.(PO Amount) on M/s (Company Name). As per confidentiality Clause (Clause no) of the PO, a Non-disclosure agreement has to be signed between M/s (Company Name) and M/s CSL for complying the same without any level of dilution.

This Non-Disclosure Agreement, dated as of (Agreement date) is made and signed between M/s CSL and M/s (Company Name) in connection with the setting up of slot management tool for CSL. M/s (Company Name) means any person employed by M/s (Company Name) either directly or through their sub-contractors or provisional employees or trainees working for slot management tool in CSL and M/s CSL means any person of CSL employed either directly or through their sub-contractors or provisional employees working for CSL. In this Agreement, unless the context otherwise requires. M/s CSL and M/s (Company Name) shall hereinafter be jointly referred to as the "Parties" and individually as the "Party"- The Party hereinafter disclosing information shall be referred to as the "Disclosing Party" and the Party hereinafter receiving information shall be referred to as the "Recipient" or "Receiving Party".

The Non-disclosure agreement covers the following;

- a) Information relating to the setting up of slot management tool at M/s CSL shall not be disclosed by M/s (Company Name) to any agency or any other persons not officially concerned with such process. The undue use by M/s(Company Name) of confidential information related to the process may be treated as breach of confidentiality and dealt with accordingly. Except with the prior written consent of M/s CSL, M/s (Company Name) shall not at any time communicate either in hard copy form or electronic means or in any other mode to any other organization, person or entity any confidential information acquired in the course of the contract.
- b) Neither Party will disclose to any third party without the prior written permission consent of the other party any confidential information which is received from the other party for the purpose of providing or receiving services.
- c) Each party will take measures to protect the confidential information of the other party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable

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असिस्टेंट महा प्रबंधक  
Assistant General Manager  
कोच्चिन शिपयार्ड लिमिटेड  
Cochin Shipyard Ltd.  
कोच्चिन / Kochi - 682 015

degree of protection. Both parties agree that any confidential information received from other party shall only be used for the purpose of providing or receiving services under the above referred contract for setting up of slot management tool.

In this agreement "Confidential Information" shall mean any information relating to the Disclosing Party's business, commercial information or any information of a technical nature comprising inter alia products, processes, methodologies, frameworks, models, ideas, interpretations, Legal, technical and other documents, manuals, tariffs, standards, software, discs, reports, research, working notes, papers, data or information in wired or wireless mode, drawings, layout , installation details of any equipment/crane/ machinery, data and techniques used by/owned by "Cochin Shipyard Limited" in connection with setting up of slot management tool in whatever form, provided all oral disclosure of confidential information is submitted by the Disclosing Party in writing to the Recipient within 30 (thirty) days, indicating compliance to the terms of this agreement.

In due consideration of the above, Cochin Shipyard Limited granting M/s (Company Name) access to the Confidential Information and vice-versa, the Parties undertake that:

1. Subject to Clause 8 below, the Recipient will keep the Confidential Information strictly confidential and will not disclose it to any third party without the Disclosing Party's prior written consent, at any point of time.
2. Confidential Information will be disclosed only to those personnel and permitted assigns of the Recipient who need access to the Confidential Information for the proper performance of their duties in relation to the project and only to the extent necessary for the purpose of setting up slot management tool in CSL. The Recipient, will solemnly take required steps appropriately in all means to ensure that all personnel to whom access to the Information is given are aware of its confidentiality and that they are bound by restrictions at least as onerous as those placed on the Parties by the terms of this agreement.
3. The Parties acknowledge that some or all of the Information is or may be price sensitive information and that the use of such information may be regulated or prohibited by applicable legislations and the Recipient undertakes not to use any such Information for any unlawful purpose. On acquiring any Confidential Information, the Recipient shall comply with all applicable laws in India in relation to insider trading and otherwise the acquisition of securities.
4. The Recipient agree to indemnify and hold harmless the Disclosing Party, its partners and staff and any of the Disclosing Party's clients to whom the Information relates against all loss, damage and expense (including legal expenses relating to any actions, proceedings and claims brought or threatened) of whatsoever nature and howsoever arising out of any breach by the Recipient of the confidentiality obligations under this Agreement.

5. Confidential Information disclosed to the Recipient will be used solely for the purpose of setting up slot management tool.

6. The Recipient shall establish and maintain all reasonable security measures to provide for the safe custody of the Information in whatever form it may be and to prevent unauthorized access to it.

7. This Agreement shall remain in effect for 10 years from the Effective Date of this Agreement ("Term"). On completion of setting up of slot management tool in CSL, the Recipient shall return all the Confidential Information disclosed to the Recipient and any copies thereof in whatever form it may be including soft copies, electronic forms to the Discloser.

8. The obligations contained above shall not apply to any Information which

- i. Is or subsequently comes into the public domain otherwise than through a breach of this agreement;
- ii. Is already rightfully in the Recipient's possession;
- iii. Is obtained by the Recipient from a third party without any restriction on disclosure;
- iv. The Recipient required to disclose by law or professional or regulatory obligation with the Disclosing Party's prior written consent.

9. Each party shall be responsible for any breach of this Agreement by any of their respective Representatives. If the Recipient becomes aware of any breach of confidence or threatened breach of confidence by any of the Recipient's direct employees or provisional employees including trainees or agents or sub-contractors, the Recipient will promptly notify the Disclosing Party of the same and give the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute against such persons. In case of breach of confidence, the damages will be assessed by the discloser and compensation claimed from the recipient as per the suitable laws as applicable in India including Indian Penal Code, Information Technology Act 2000, Intellectual Property law, Indian Contract Act, company laws and the jurisdiction for all such proceedings will be at the courts at Ernakulam.

10. The Recipient shall comply with the obligations set out herein throughout the tenure of contract and thereafter.

11. The Recipient acknowledges that the Disclosing Party shall retain the copyright and intellectual property rights in the Confidential Information and that the Receiving Party shall not copy, adapt, transmit through wired media or wireless media, modify or amend full or any part of the Confidential Information or otherwise deal with any part of the Confidential Information except with the prior express written consent of Disclosing Party during period of the above contract.

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SURESH BABU T C  
असिस्टेंट जनरल प्रबंधक  
Assistant General Manager  
कोचीन शिपयार्ड लिमिटेड  
Cochin Shipyard Ltd.  
कोच्चि / Kochi - 682 015

12. This Agreement shall be fully governed by and construed in accordance with the relevant laws of India.

13. Notices: Any notice, claim or demand in connection with this agreement shall be given in writing to the relevant party at the address set out herein and sent by letter/fax shall be deemed received when properly sent, any notice sent by hand shall be deemed received when actually delivered and any notice sent by post shall be deemed received 72 hours after posting. A copy of all notices/replies sent between M/s CSL and M/s (Company Name) shall be emailed to (Company mail id) & harikrishnan.mk@cochinshipyard.com respectively.

For M/s Cochin Shipyard Limited

For M/s (Company Name)

AGM (SRP & IT)

Authorised Person

Witness: 1

Witness: 1

Witness: 2

Witness: 2



सुरेश बाबु टी सी  
SURESH BABU T C  
सहायक महा प्रबंधक  
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Cochin Shipyard Ltd.  
कोच्ची / Kochi - 682 015

## Bank Guarantee

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

WHEREAS..... (Name & Address of Supplier) (Hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract..... No..... Dated:..... to execute..... (Name of Contract and brief description of works) (Hereinafter called "**the Contract**") AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shall furnish CSL with a Bank Guarantee for the sum specified therein as security for compliance with the Suppliers obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee

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

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

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

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents

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 SHRESH BABU T.P.  
 सहायक महा प्रबंधक  
 Assistant General Manager  
 कोचीन शिपयार्ड लिमिटेड  
 Cochin Shipyard Ltd.  
 कोच्चि / Kochi - 682 015

which may be made between CSL and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

**Notwithstanding** anything contained herein:

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

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

Yours truly,


Signature and seal of the guarantor: .....

Name of Bank: .....

Address: .....

Date: .....

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

  
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SURESH BABU T C  
सहायक महा प्रबंधक  
Assistant General Manager  
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**RATE FORMAT****Table (A)**

SI No	Description	Unit	Amount (Before GST)	GST %
1	Total cost for completing sprint 1 & sprint 2 of slot management tool (fixed cost)	Lump sum		
Amount in words (before GST)				

**Table (B)**

SI No	Description	Unit	Rate per hour (Before GST)	GST %
1	Hourly cost for completing any additional work as per sprint 3 (variable cost)	Rate per hour		
Amount in words (before GST)				

**Notes:-**

- i. The prices should be quoted in INR only.
- ii. L1 shall be determined based on the lowest cost for table (A). Table (B) shall be not be considered for determining L1 bidder.
- iii. GST should be mentioned in the separate column as provided in the format.
- iv. Providing Price bid other than this format may lead to rejection of the bid.

Signature of Firm/authorised signature of firm or agency:

Name of firm :

Designation of authorised signatory of firm/agency :

Address :

Contact No :