

TENDER NO. SFY/08/33/2022

DEVELOPMENT OF DIGITAL SAFETY TRAINING MODULE FOR NOVEX(CSL LMS) PLATFORM

TENDER DOCUMENT



**COCHIN SHIPYARD LIMITED
PO BAG NO 1653, PERUMANOOR PO
KOCHI - 682 015, KERALA
INDIA
www.cochinshipyard.in**

CONTENTS

- | | | |
|----|-------------------------------|----------------|
| 1. | TENDER NOTICE | |
| 2. | SCOPE OF WORK | – ANNEXURE I |
| 3. | TERMS & CONDITIONS OF ENQUIRY | – ANNEXURE II |
| 4. | TECHNO COMMERCIAL BID FORMAT | – ANNEXURE III |
| 5. | PRICE BID FORMAT | – ANNEXURE IV |
| 6. | TECHNO COMMERCIAL CHECK LIST | – ANNEXURE V |

TENDER NO. SFY/08/33/2022
COCHIN SHIPYARD LIMITED
SAFETY AND FIRE SERVICES DEPARTMENT

TENDER NOTICE

Name of work	DEVELOPMENT OF DIGITAL SAFETY TRAINING MODULE FOR NOVEX(CSL LMS) PLATFORM
Tender enquiry No. and date	SFY/08/33/2022 06/09/22
Last date for seeking clarifications	17.09.2022
Pre-bid Meeting	22.09.2022
Last date & time of receipt of Tenders (Part I – Techno-Commercial & Part II-Price Bid)	07.10.2022 13:00 Hrs
Date & time of opening of Tenders (Part I – Techno-Commercial)	07.10.2022 14:00 Hrs
Date & time of opening of Financial Bid (Part – 2)	Will be informed later after evaluation of technical bids (Only to the bidders who successfully qualify the Technical Evaluation)
Validity of the tender	120 days from the last date of submission of tender.
For clarifications please contact	1. Saleen A (AGM) : +91 484 2501600 saleen.a@cochinshipyard.in

1. Sealed competitive tenders in the prescribed form are invited from experienced firms/ agencies for the work specified above, subject to the terms and conditions as mentioned in the annexures to tender enquiry, so as to reach the undersigned on or before the date and time as stipulated:-.
2. The tenders are to be submitted in two bid system; **Part I : Techno-Commercial** and **Part II : Price Bid**

3. **Mode of Submission of Bids:** Tenders (Part I & Part II) should be submitted in separately sealed covers superscribing the tender enquiry number, name of the work and clearly indicating which part it contains therein, and both the sealed part I & II bids shall be enclosed in a sealed cover super scribing the tender enquiry number and due date of submission.
4. The tender should be addressed to the **General Manager (SB) & Occupier , Cochin Shipyard Limited, P. B. No. 1653, Cochin 682 015, India.**
5. The bids are to be submitted either by Registered post with AD or by Speed post or by Courier or drop into the tender box kept at the Customer Facilitation Centre at North Gate of Cochin Shipyard Limited (Ravipuram). **No other modes of receipt of the bids are acceptable.** Bids submitted by other modes (by e-mail or by ordinary post or handed over in person to Cochin Shipyard Limited) will not be considered and will be rejected.
6. **The Bids shall be received at Cochin Shipyard Ltd on or before 13:00 Hrs on 07.10.2022** and Part I Techno-Commercial Bid will be opened at **14:00 Hrs** on the same day.
7. ***Bidders shall not be allowed to attend the part I techno-commercial bid opening.***
8. After evaluating the bids for both technical aspects and commercial terms, the techno-commercially qualified bidders will be intimated regarding the date and time of opening of Part II - Price Bid. The Price Bids will be opened at the intimated time in the presence of bidders or their authorized representative who would like to be present at that time. Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.
9. **The following shall be submitted along with Part I (Techno-commercial) Bid:-**
 - (i) **Original tender document duly signed on all pages** - including scope of work at Annexure I and Terms & Conditions placed at Annexure II.
 - (ii) **The Techno Commercial Check List** at Annexure V filled up completely and duly signed. **The non submission of duly filled Techno Commercial Checklist will lead to the rejection of the bids.**
 - (iii) **Copy of un-priced bid format** (price bid WITHOUT prices/numerals) (Annexure IV)
 - (iv) **Documents to prove credentials of the bidder** to undertake the subject work.
 - (v) **Bid Security (EMD) declaration** as specified in the tender.
10. The price bid shall be prepared based on the price bid format at Annexure IV
11. The acceptance of tender or part thereof will rest with the **General Manager (SB) & Occupier, Cochin Shipyard Limited**, who does not bind himself to accept the lowest tender and reserves the authority to reject any or all of the tenders received without assigning any reason. CSL takes no responsibility for delay, loss or non-receipt of tenders sent by post.

-Sd-
General Manager (SB) & Occupier

Encl:

- I. Scope of work (Annexure – I) – Page 06*
- II. Terms & conditions of Enquiry (Annexure II) – Page 09*
- III. Techno Commercial Bid Format (Annexure III) – Page 17*
- IV. Price Bid format (Annexure IV) – Page 20*
- V. Techno Commercial Check List (Annexure V) – Page 21*

TENDER NO. SFY/08/33/2022
DEVELOPMENT OF DIGITAL TSafety TRAINING MODULE FOR NOVEX(CSL LMS) PLATFORM
ANNEXURE - I to TENDER ENQUIRY

SCOPE OF WORK

1. DESCRIPTION OF WORK

This tender enquiry to engage digital learning material development firms /companies for developing digital training materials for CSL NOVEX Platform.

The work includes conversion of 15 various Cochin shipyard SOPs to digital training materials which can be accessed through companies' learning management platform (LMS).

Bidders are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of CSL, before submitting the offer

2. SCOPE OF WORK OF DIGITAL SAFETY TRAINING MODULE DEVELOPMENT FIRM / COMPANY

- 2.1. The firm Shall develop a script/ story board based on the 15 CSL Standard Operating Procedures (SOPs). The SOPs are listed in **table 1** are grouped in 3 sets.
- 2.2. The firm shall analyze the SOPs given by CSL, apply instructional design principles, create storyboard elements such as introductory conceptual pages, interactivities, practice exercises, knowledge checks, animations etc. The Contents shall be self-explanatory, involves real time examples specific to Shipbuilding or Ship repair for better understanding.
- 2.3. The firm Shall study the content provided by CSL based on the target audience to **define the flow** of the course which will be in the form of a series of **learning objectives**.
- 2.4. The firm Shall develop eLearning course for CSL LMS platform (Novex) on the CSL approved storyboard in Level 2 or Level 3, as per CSL's requirement (Refer **table 2** for definition) with 40% level 3 content , 40% level 2 content and remaining 20 % level 1.
- 2.5. The firm shall develop the courses in English , Malayalam and Hindi with professional human audio (Voice over).
- 2.6. Each eLearning course shall be of approximately 30 minute. (Based on SOP and CSL requirements)
- 2.7. Content creation and evaluation methodology shall be developed by the firm, shared with CSL and shall be bespoke to CSL requirements.
- 2.8. Learning outcome of each module shall be defined by the firm, this shall be finalised with CSL concurrence before designing the module.
- 2.9. The firm shall develop and include Pretest, knowledge check between sessions and post tests in each module based on the respective content. Post test questions would be more on application level, not the direct questions from content based on Bloom's theory. The questions shall be approved by CSL.
- 2.10. The courses will be a combination of Photographs + images, animations, animated videos or real videos.

- 2.11. The courses developed should be in SCROM Format (preferably SCROM 1.2 and SCROM 2004 – 2nd, 3rd or 4th Version). The courses shall also made available as standalone course. The standalone course should play on latest HTML version with backward compatibility.
- 2.12. The firm shall prove that the developed content is working in the NOVEX(CSL LMS platform)
- 2.13. Visit by the firm representatives to CSL can be arranged to take photograph or videos for course development purpose on request from the firm.
- 2.14. CSL will ensure the provision for the firm to take photographs or videos for the courses content
- 2.15. The firm shall ensure Seamless Integration with LMS platform
- 2.16. The firm shall deliver all the modules and prove the same on NOVEX(CSL LMS platform) within a span of 6 months from the date of awarding of contract.
- 2.17. The vendor should make use of efficient multi-media elements so as to consume low bandwidth when the content is accessed via low bandwidth Internet connection.
- 2.18. Widely accepted standards and latest tools shall be used for multimedia content development and features for efficient delivery shall be explored.
- 2.19. A proof of concept (trial SOP) shall be developed and published in NOVEX(CSL LMS platform) before developing the rest 14.
- 2.20. Each modules will be approved after the verification by CSL to ensure the below parameters are met:
 1. Content correctness
 2. Device and Browser compatibility
 3. CSL LMS (Novex -) platform compatibility - SCROM 1.2 and SCROM 2004 – 2nd, 3rd or 4th Version.

TABLE 1		
SI No.	Content	SET
1	Incident Reporting & Investigation, including cost of incidents	SET NO.1
2	PTW	
3	NCS, how to write JSA – Sup/Executing officers	
4	Role in Safety of Supervisors / front line officers	
5	Hot work – Cutting, Welding and Grinding	
6	HSE Governance	SET NO.2
7	Gas Management, Gas cylinder Management	
8	Work at height	
9	Confined Space, Painting in Confined Space	
10	Emergency response - Roles and responsibilities	
11	Electrical safety, LOTO	SET NO.3
12	Behavioral Based Safety	

13	12 Salient Safety Rules	
14	HSE Statues – Factories Act & Rules, Gas cylinder rules, Petroleum rules, NBC, IE rules, Radiation protection act, Environmental protection Act, ISO 9001, ISO 14000, ISO 45001 etc	
15	Vendor HSE Evaluation	

TABLE 2		
Descriptions	Level 2 Interactive	Level 3 Advanced
Definition	Engaging content with liberal use of multimedia (audio, video, and animations). It will have Learning output, rapid development through template interactions, simple animation, efficient or low-end media	Highly interactive, possibly simulation or serious game-based, use of avatars, custom interactions
Avatar	Photograph Based	Illustration-based and animated
Interactivity / Animated	30% of Screens	60% of screens
Decision Trees	Simple decision trees	Multi branched decision trees
Scenarios / Conversation	Single scenario	2-3 scenarios
Module end assessment	Yes	Yes
Graphics	Images / photos and Simple illustrations only	Videos / mages / photos and Illustrations including character and environmental illustrations
Mascot / Avatar	Static	Animated with basic movements
2D Animations	Simple animations for concepts, workflows, etc. using photographs / images, progressive disclosure, Transitions, Rollovers	Can be used for scenarios, concepts etc., using illustrations/photographs
Audio	Single artist with Indian accent	Two artists with Indian accent
Language	English, Malayalam and Hindi	English, Malayalam and Hindi
Development Tool	Articulate Storyline	Articulate Storyline
One-learning hour	40 screens and 5 assessment questions	20 screens and 5 assessment questions

DEVELOPMENT OF DIGITAL SAFETY TRAINING MODULE FOR NOVEX (CSL LMS) PLATFORM

ANNEXURE - II to TENDER ENQUIRY

TERMS & CONDITIONS OF ENQUIRY

1. ABOUT COCHIN SHIPYARD LTD

- 1.1. Cochin Shipyard Limited (CSL) is a premier Ship Building & Ship Repair company owned by the Government of India. Incorporated in the year 1972, the yard has, over the years, developed adequate capabilities to handle complex and sophisticated repair jobs. The Shipyard also trains around 100 graduate engineers to marine engineers who later join ships both Indian and foreign as 5th Engineers.
- 1.2. The long-term business success of Cochin shipyard Ltd depends on our ability to continuously improve the overall business performance of the organization, of which an integral part is the assured quality of the ship building, ship repair and the marine training services, enhanced occupational health of the employees & safety practices within the organization and sustained environmental protection for the benefit of the society. We also on a war footing are educating all our people involved in ship building and ship repair activities on health and safety practices on the job and off the job.
- 1.3. CSL is certified for;
 - a) ISO 9001:2015 (Quality Management Systems)
 - b) ISO 14001:2015 (Environmental Management Systems)
 - c) ISO 45001:2018 (Occupational Health and Safety Management Systems).
- 1.4. Further details of our yard can be obtained from the website: 'www.cochinshipyard.in'.

2. MINIMUM ELIGIBILITY CRITERIA

- 2.1. Company/Firm/Agency Background - Provide a brief of your company/firm/Agency including but not limited to:
 - (a) Company/Firm/ Agency name and profile;
 - (b) Contact person and title;
 - (c) Complete address;

2.2. Learning management companies/ LMS content development companies shall comply with the following requirements

SL No	Eligibility Criteria	Supportive Documents
i.	The bidder must be a company/firm registered in India under Companies Act 1956/2013, The Partnership Act 1932/ Society Registration Act, 1860 or by a competent authority in case of foreign Bidder / Applicant companies. A bidding firm should be an individual corporation/ company. Consortium of companies/ firms is not allowed. The Bidder should be operating in India for last five years.	Valid Incorporation Certificate. Copy of Article and Memorandum of Association
ii.	The bidder should neither have been Debarred and / or blacklisted by any Central / State Govt. Department / Universities / Educational Institutions/Organization etc. nor should have any litigation enquiry pending and / or initiated by any of these Department or Court of Law with regards to the works executed by it in the last five years.	The bidder shall declare that the firm is not-blacklisted in any of the government department and public sector undertaking /enterprise in India and central vigilance commission during the last five financial years.
iii	The Bidder should have experience in implementation of at least 2 Learning Related projects in Central PSUs during last 5 Financial Years.	Copy of work order each of the assignments / Completion Certificate of two such projects are required.
iv	Company / Firm in tender shall have successfully completed contract with 5 project in LMS training modules development in last 3 years.	Copy of work order each of the assignments / Completion Certificate of such projects are required.
v	The Company/firm should have experience in multi lingual production.	Self certification
vi	The agency should have an in-house quality assurance testing team with proven and robust quality management processes.	Declaration from HR required
vii	The bidder should have a proven system of ensuring confidentiality. All legal liability against any violations would be borne by the bidder.	Declaration from concerned department is required
ix	The bidder shall be ISO 9001 and ISO 27001 certified for last three years.	Copy of the valid certificate shall be submitted

2.3. **References** -Please attach references including names, organization and contact information for two (2) clients from last 3 years who can provide insights regarding experience.

2.4. **Financial Capabilities** –Company/Firms submitting the bid shall enclose with their proposal, certificate issued by its Statutory Auditors with their seal and signature, stating its net worth from professional fees during the past three years. In case of firms/Companies bidding together the statutory Auditors certificate from both the participating Companies/firms should be provided. Average net worth for 3 previous financial year to be positive.

2.5. The average annual turnover of the bidder Company/firm during last three audited financial years (2019-20, 2020-21 and 2021-22) should not be less than Rs. 30 lakhs. In case of firms/Companies bidding together, the average annual turnover of the each of the participating Companies /firms during last three audited financial years ((2019-20, 2020-21 and 2021-22) should not be less than Rs. 30 lakhs

2.6. If the tenderer provides no or NIL financial data for any of the above financial year, then his application shall not be considered and summarily rejected.

3. VALIDITY

The offer shall be valid for acceptance for a minimum period of 120 days from the date of opening of the Part- I Techno-Commercial Bid. However, CSL may extend the validity period with the consent of tenderers.

4. PRE BID MEETING

4.1 Any bidder requiring a clarification of the proposal document must notify CSL by email on or before 17-09-22

4.2 Any request for clarification in writing must be addressed to; saleen.a@cochinshipyard.in

4.3 The compilation of all clarifications sought / queries raised during the pre bid meeting and its replies shall be made available as corrigendum in CSL website. Any modification of the tender documents which may become necessary as a result of the pre bid meeting shall be made by CSL exclusively through the issuance of corrigendum in CSL website.

4.4 The bidder **or his official representative is advised to attend the pre bid meeting.**

5. PRICE BID REQUIREMENT/GUIDELINES

- 5.1. The bid shall be comprehensive of the nature of the service to be provided and shall be inclusive for all the applicable charges envisaged under the scope of the company/ firm as specified at scope of work at Annexure II.
- 5.2. **Price Bid Format:** The price bid shall be prepared as per the format given in annexure IV to enquiry.
- 5.3. **Currency:** The price bid shall be prepared in Indian National Rupees for all bidders.
- 5.4. The bids that are not prepared/ submitted as per the price bid format or without the adequate documents to prove the experience/ other requisites may be summarily rejected.
- 5.5. The prospective bidders are advised to refer to CSL website for any modification to the tender document and the bidders shall ensure that the tender documents submitted by them contain such modifications, failing which the bids are liable to be rejected.

6. TAXES

- 6.1. GST shall be applicable extra on the prescribed work from 01.07.2017 onwards. You are requested to furnish the following details in the invoice/Bill.
 - (i) Applicable rate of GST/SAC Code
 - (ii) Firms GST Reg. NO.
 - (iii) Service accounting code (SAC) as prescribed by statutory authorities.
 - (iv) GST Reg. No. of Cochin Shipyard Ltd (**32AAACC6905B1ZD**).
- 6.2. Any new tax/duty that may be made effective by the government for this work and paid by the contractor shall be reimbursed on production of documentary evidence.

7. AMC

- 7.1. Two years AMC for the training module uploaded in the NOVEX. Any changes in SOP in the uploaded training module or new module requirements with effort less than 50 business hours will be included in the scope of AMC period. Other requirements may be executed through rate card with the successful bidder. CSL reserves the right to engage other firms for this requirements also
- 7.2. AMC for training module is considered for arriving L1
- 7.3. 50 % of AMC amount will release at the end of one year after successful completion of uploading of all training modules in CSL NOVEX platform and next 50 % will release after completion of AMC period.

8. PAYMENT TERMS

- 8.1. Payment will be made based on invoice raised after the completion of the project. Invoices have to be certified by HOD, Safety & Fire Services Department.

- 8.2. The company/ firm shall be responsible for the costs towards travel/stay, daily allowance or any other allowances with respect to their staff deployed for the execution of this project before or after the award of the contract.
- 8.3. Payment shall be released within 30 days of receipt of invoice.
- 8.4. Stage payments to the company/Firm are as follows against certification of DGM(S&F) after completion of stages mentioned below – Refer Scope of Work
- a. Stage 1 – 30 % of the Sl. No 1 of Price bid(annexure IV),ie Consolidated charges for the development of 15 NOVEX (CSL LMS) training video and uploading in the NOVEX platform plus GST shall be released after publishing of set 1 SOPs(Refer table 1)in NOVEX platform.
 - b. Stage 2 - 30 % of the Sl. No 1 of Price bid(annexure IV),ie Consolidated charges for the development of 15 NOVEX (CSL LMS) training video and uploading in the NOVEX platform plus GST shall be released after publishing of set 2 SOPs(Refer table 1)in NOVEX platform.
 - c. Stage 3 - 40 % of the Sl. No 1 of Price bid(annexure IV),ie Consolidated charges for the development of 15 NOVEX (CSL LMS) training video and uploading in the NOVEX platform plus GST shall be released after publishing of set 3 SOPs(Refer table 1)in NOVEX platform.
- 8.5. All claims for payment shall be submitted by the company/ firm within one month of completion of work.
- 8.6. Statutory levies such as TDS shall be deducted from the bill as applicable.
- 8.7. Rate card: Payment for work done on rate card will be released after completion of the task, publishing of it in NOVEX (CSL LMS) and getting certified by CSO.
- 8.8. Payment will be made by RTGS/NEFT to the account of Virtual reality company/ firm. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Virtual reality company in the proforma of CSL.

9. BID SECURITY(EMD) DECLARATION

In place of Earnest Money Deposit (Bid Security), the Bidders shall sign a Bid Securing Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended/ disqualified for any contract for as period as per CSL procedures.

The format of Bid securing declaration form is at Appendix 1

10. SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

- i. The successful bidder shall remit a security deposit of 3% of Consolidated charges for the development of 15 NOVEX (CSL LMS) training video and uploading in the NOVEX platform (ie. Sl. No 1 of Price bid(annexure IV)) excluding taxes, duties in the form of demand draft drawn in favor of Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the order value (excluding taxes, duties) as per CSL format

from a Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.

- ii. The Bank Guarantee/DD as above should be valid from order placement till completion and successfully publishing of all modules (Set 1,2,3) in CSL LMS platform(NOVEX) with the approval of Chief Safety Officer(CSO).
- iii. Performance Bank guarantee of 3% AMC amount (ie. Sl. 2 of Price bid – Annexure IV - AMC for the training video updating and additional development) shall be applicable during AMC period. Performance Bank guarantee shall valid at any given point time till completion of AMC period.
- iv. Bank Guarantee/SD to be submitted within 2 weeks of receipt of order from yard.
- v. If the bidder is not agreeable to submission of SD/ Bank guarantee as per CSL general terms and conditions of enquiry, CSL reserves the right to reject the cancel the at our discretion.
- vi. Format of bank guarantee (Appendix 2) along with enquiry to be agreed, in general.

11. AGREEMENT

- a. The firm has to execute an agreement in stamp paper of adequate value with in 10 days of receipt of work order for execution of work.
- b. The firm has to execute an agreement in a stamp paper of adequate value within 10 days after the successful completion of the work valid for two years for the AMC conditions.

12. FORCE MAJEURE

Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Government or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL may allow such deviation 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.

13. ARBITRATION

- 12.1 Any disputes arising during the currency of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.
- 12.2 If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration, by a sole arbitrator to be appointed by mutual consent of the parties. The arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrator shall be final and binding on the parties hereto. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed.

Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings. The seat of Arbitration shall be Kochi, Kerala.

13 MSME FIRMS

Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.in) under the Tenders tab for further reference.

14 LIQUIDATED DAMAGES:

In case any delay in works beyond the stipulated completion period, the firm/ Company has to pay as Liquidated Damage (LD) a sum equivalent to ½ % (half percentage) per week or part of the week of the basic value for the actual period of delay subjected to maximum of 5% of the Total order value (Sl. 1 of price bid). In case of reasons attributed to CSL side LD can be waived proportionately.

15. JURISDICTION

All questions, disputes or differences arising under/out of or in connection with this contract shall be subject to the jurisdiction of the Courts in Kochi, Kerala

16. SECRECY CLAUSE

- 16.1 The firm shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.
- 16.2 The firm shall ensure that, they shall not use, details of CSL and its work done, procedures/ documents handed over for the purpose of this project, for use in advertising, publicity, sales, or in any other medium except with the prior written consent of CSL.

17. TERMINATION OF THE CONTRACT

The contract with the L1 company/ firm may be terminated in the following circumstances:

- 17.1 In the event of the company/ firm having been adjudged insolvent or going into liquidation or winding up their business or failing to observe any of the provisions of the contract or any of the terms and conditions governing the contract or failure to render the contracted services in time, CSL shall be at the liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and to get the work done by other agencies at the risk and cost of the company/ firm and to claim from the company/ firm any resultant loss sustained or costs incurred.
- 17.2 When the performance of the company/ firm is found not satisfactory with regard to faculty, program quality, delivery etc and other contractual obligations.
- 17.3 When the Company/ firm is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.

17.4 When both parties mutually agree to terminate the contract.

18. AMENDMENTS TO THE TENDER DOCUMENT

If CSL deems it appropriate to revise any part of this tender document or to issue additional data to clarify any provisions, CSL may issue supplements to the tender document. Any amendments shall be published on the website (www.cochinshipyard.in). Prospective vendors are advised to periodically visit the website.

19. GENERAL CONDITIONS

19.1 CSL reserves the right to accept / reject any offer.

19.2 Contents for each programme shall be finalised with the approval of CSL

19.3 The bids that are not prepared / submitted as per the price bid format or without the adequate documents to prove the experience / other requisites may be summarily rejected.

19.4 Compliance of all statutory safety requirements and other safety rules stipulated by CSL and other applicable statutory bodies shall be the responsibility of the Firm while working at CSL premises.

19.5 Any damages caused to the Shipyard properties / tools / accessories should be rectified by the Firm at their cost or proportional recoveries will be made from the Firm while passing their bills for payment.

19.6 The Firm shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.

19.7 CSL may invite the L1 bidder for further discussion for deciding various aspects of the project and finalization of work order including payment terms.

19.8 Firm that have been blacklisted/ debarred by Govt. Depts. / PSU's in performance of similar contracts during the last five years shall not be eligible to submit the tender. The bidder will have to submit a declaration to CSL in this regard at the time of submission of tender.

19.9 The company/ firm should have intellectual property rights in the material/ application used for this project. The company/ firm shall be liable to indemnify CSL in the event of any third party claim against CSL for infringement of intellectual property rights in connection with any material/ application used or shared by the company/ firm.

19.10 General Manager (SB) & Occupier or his authorized representative will be the Officer-in-charge of this Contract.

19.11 Person/s signing the tender should have all the requisite power and authority in this behalf under applicable laws and must state in what capacity he/they is/are signing the tender. The vendor shall also submit to CSL such resolutions/authorisations /deeds as may be required to establish the authority of the person signing the tender /work order on its behalf, at the time of execution of contract.

19.12 **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 **Appendix 3** 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.

20 OVERWRITING & CORRECTIONS

Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer.

-Sd-
General Manager (SB) & Occupier

TENDER NO. SFY/08/33/2022

DEVELOPMENT OF DIGITAL TRAINING MATERIAL FOR NOVEX PLATFORM

ANNEXURE - III to TENDER ENQUIRY

TECHNO COMMERCIAL BID FORMAT

SI No	Description	Details / Documents Required
1	Name of the firm	
2	Name (s) of the Proprietor/ Partners/ Directors	
3	Profile of the firm(s)	
4	Registered address of the firm with phone, fax & email address	Please attach copies of, registration certificate from ROC/ copy of PAN/ GST registration
5	Name of the Contact person , his title, phone & email address	
6	Attached signed copy Bid security declaration form (Refer Appendix 1)	YES/ NO
7	Experience	<p>The Bidder should have experience in implementation of at least 2 Learning Related projects in Central PSUs during last 5 Financial Years.</p> <p>YES/ NO</p> <p>Company / Firm in tender shall have successfully completed contract with 5 project in LMS training modules development in last 3 years.</p> <p>YES/ NO</p> <p>Self attested copies of work orders/ agreements signed with clients/ work completion certificates/ experience certificates from the client clearly indicating the period and nature/scope of work etc shall be attached.</p> <p>YES/ NO</p> <p>The Company/firm should have experience in multi lingual</p>

		<p>production(Self certification attached)</p> <p>YES/ NO</p> <p>The agency should have an in-house quality assurance testing team with proven and robust quality management processes(Declaration from HR attached).</p> <p>YES/ NO</p>
8	References	<p>Attach names of organizations and contact information for two (2) clients from last 3 years who can provide insights regarding experience. (Refer clause 2.3 of terms and conditions(annexure II)</p> <p>YES/ NO</p>
9	Financial Capabilities	<p>Attach certificate issued by its Statutory Auditors with their seal and signature, stating firms net worth & revenues from professional fees during the past three years .(Refer clause 2.4,2.5 and 2.6 of terms and conditions(annexure II)</p> <p>YES/ NO</p>
10	AMC amount separately quoted in the price format(Annexure IV)	YES/ NO
11	Rate Card amount separately quoted in the price format(Annexure IV)	YES/ NO
12	Items applicable mentioned in Clause 2 of Terms and Conditions (annexure II)	Agreed / Not Agreed
13	Security deposit and Performance guarantee clauses are applicable as per tender	Agreed / Not Agreed
14.	Format of bank guarantee along with enquiry (Refer Appendix 2)	Agreed / Not Agreed
15	Non Disclosure Agreement	Agreed / Not Agreed

- I. Submission of documentary proof for the above Technical Bid Format is mandatory. In case of absence of any documentary proof as desired above, the bid is liable to be rejected. Also the documentary proofs attached should be duly attested by the authorized signatories.
- II. An undertaking for the subsequent submission of any of the above documents will not be entertained under any circumstances. Before submitting the offer, the bidder may check with the checklist attached (Techno commercial checklist), whether all the documents are enclosed.

Signature of authorized signatory

Name of authorized signatory

Designation

Seal

Date

TENDER NO. SFY/08/33/2022
DEVELOPMENT OF DIGITAL TRAINING MATERIAL FOR NOVEX PLATFORM
ANNEXURE - IV to TENDER ENQUIRY

PRICE BID FORMAT

Name of the company / Firm:

SI No	Activity	Qty	Unit.	Amount	HSN Code	GST %	Total Amount (GST Included)	
1.	Consolidated charges for the development of 15 NOVEX (CSL LMS) training video and uploading in the NOVEX platform.	LS	LS				1(A)	
2.	AMC for two year as per Clause 7 of Annexure II (terms and conditions of Enquiry)	LS	LS				2(A)	
Total value [1(A) + 2(A)] in words & figures		Words:						
		Figures:						

RATE card will be valid during AMC period (2 years) mentioned in the clause 7 of Annexure II

	Item	Unit	Rate	HSN Code	GST %
3.	Rate card	Man hour			

Note:

- Individual lowest rate will not be taken for considering L1. Finalization of "L1" bidder would be based on sum of amount of SI. No 1 & 2 excluding GST.
- Rate card (SI. No.3) will not be considered for L1 calculation.
- If any calculation error/mismatch is found in the price bid, bid will not be considered for further processing.

Signature of authorized signatory

Name of authorized signatory

Designation
Seal
Date

TENDER NO. SFY/08/33/2022

DEVELOPMENT OF DIGITAL TRAINING MATERIAL FOR NOVEX PLATFORM

ANNEXURE - V to TENDER ENQUIRY

TECHNO COMMERCIAL CHECK LIST (To be submitted by the bidder)

(Bidders may confirm acceptance of the Tender Conditions)

SL No	Tender Enquiry Requirements	Confirmation from bidder (<u>strike off whichever is not applicable</u>)	Specific comments /Remarks
1	Submission of Information/Documents with bid as per Annexure III	Submitted/ Not submitted	
2	All the documents including all annexures duly signed by the authorized signatory	Confirmed/ Not confirmed	
3	Confirm that all clauses, terms & conditions of this tender enquiry are acceptable.	Confirmed/ Not confirmed	
4	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/ Not confirmed	
5	Mode of submission of tender (Postal / Tender box at CSL)	Confirmed/ Not confirmed	
6	Items applicable mentioned in Clause 2 of Terms and Conditions (annexure II)	Confirmed/ Not confirmed	
7	Proof and evidence of Experience as per tender	Confirmed/ Not confirmed	
8.	Financial Capabilities as per tender	Confirmed/ Not confirmed	
9.	Attached signed copy Bid security declaration form	Confirmed/ Not confirmed	
10.	Tenders (Part I - Technical bid & Part II – Price bid) should be submitted in separately sealed covers super scribing the tender enquiry number, name of the work and clearly indicating which part it contains therein,	Confirmed/ Not confirmed	
11.	AMC amount separately quoted in the price format(Annexure IV)	Confirmed/ Not confirmed	
12.	Rate Card amount separately quoted in the price format(Annexure IV)	Confirmed/ Not confirmed	
13.	Security deposit and Performance guarantee clauses are applicable as per tender	Confirmed/ Not confirmed	
14.	Format of bank guarantee along with enquiry to be agreed	Confirmed/ Not confirmed	
15	Non Disclosure Agreement	Confirmed/ Not confirmed	

Signature of authorized signatory
Name of authorized signatory

Designation :

Seal :

Date :

Bid Security Declaration Form

Date: _____ Tender No: _____

To (insert complete name and address of the purchaser)

I/We, The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period as per CSL (Cochin Shipyard Limited) procedures, if I am / We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchase during the period of bid validity
 - i. fail or reuse to execute the contract, if required, or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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

To

COCHIN SHIPYARD LTD

(GOVT. OF INDIA ENTERPRISE,)

PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

WHEREAS (Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract.....

No..... Dated: to execute (Name of Contract and brief description of works) (hereinafter called "**the Contract**").

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

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

NOW THEREFORE we (Name of the Bank) having its Head Office at(Address of Head Office) and acting through its branch office at

..... (Address of the executing branch) (hereinafter called "**the Bank**")

hereby affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of (amount of Guarantee)

.....in words).

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

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

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

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

Notwithstanding anything contained herein:

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

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

Yours truly,

Signature and seal of the

guarantor:.....

Name of Bank:.....

Address:

Date:.....

^[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.~~

APPENDIX 3

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) for the " Development of digital training material for NOVEX platform in 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 Development of digital training material for NOVEX platform in CSL in Cochin Shipyard Limited. 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 the Development of digital training material for NOVEX platform 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 Development of digital training material for NOVEX platform 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 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 referenced contract for Development of digital training material for NOVEX platform in CSL.

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 Development of digital training material for NOVEX platform 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 Development of digital training material for NOVEX platform 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 Development of digital training material for NOVEX platform in CSL.
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 remains in effect for 10 years from the Effective Date of this Agreement ("Term"). On completion of Development of digital training material for NOVEX platform 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
 - a. is or subsequently comes into the public domain otherwise than through a breach of this agreement;
 - b. is already rightfully in the Recipient's possession;
 - c. is obtained by the Recipient from a third party without any restriction on disclosure;
 - d. 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.

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) & saleen.a@cochinshipyard.in respectively.

For M/s Cochin Shipyard Limited
AGM (Safety)/CSO

For M/s (Company Name)
Business Head

Witness: 1
Witness: 2

Witness: 1
Witness: 2