



SEC/PR/DES/2024/06

**COCHIN SHIPYARD LIMITED**

**(A Government of India Enterprise)**



**TENDER ENQUIRY FOR  
THE EMPANELMENT OF  
CREATIVE DESIGN AGENCIES  
FOR  
COCHIN SHIPYARD LIMITED**

**Enquiry No: SEC/PR/DES/2024/06**

**Last date of submission of Proposal: 25-07-2024**

PO Bag # 1653, Perumanoor P O  
Kochi 682015  
Tel: +91 484 2501370  
Web: [www.cochinshipyard.com](http://www.cochinshipyard.com)



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03/07/ 2024

**Sub: EMPANELMENT OF CREATIVE DESIGN AGENCIES FOR  
COCHIN SHIPYARD LIMITED**

**INVITATION TO BID**

Cochin Shipyard Limited [CSL], a leading Mini Ratna Public Sector Enterprise in Cochin proposes to engage a panel of firms/organization for Conceptualization /Creative Design activities for a period of 03 (three) years. The role and function of CSL is given in the website [www.cochinshipyard.in](http://www.cochinshipyard.in).

CSL invites applications for empanelment from accredited agencies involved in Creative Design activities to carry out activities for CSL as per the scope of Work mentioned below in the tender enquiry.

You are requested to submit your bids strictly conforming to the schedule and terms and conditions given in Annexure and formats attached.

**Critical Information Chart**

<b>SI No.</b>	<b>Events</b>	<b>Particulars/Date &amp; Time</b>
1	Purpose	Empanelment of Creative Design agencies
2	Last date for submission of bids	10 00 hrs on 25/07/2024
3	Address for bid submission	Public Relations Department, Cochin Shipyard Limited Administrative Building, Perumanoor PO, Kochi-682 015 0484-2501370
4	Date & Time of opening of the Minimum Eligibility Criteria.	10 00 hrs on 26/07/2024
5	Date & Time of opening of the Technical bid	To be intimated at a later date
6	Bid validity date	120 Days
7	Presentations to be made by bidders	The bidders are required to arrange for presentation. Date will be intimated after bid submission



## **INTRODUCTION:**

Cochin Shipyard Limited, a leading Mini Ratna Public Sector Enterprise in Cochin proposes to engage a panel of firms/agencies for Conceptualization / Creative Design activities for a period of 03 (three) years.

Cochin Shipyard Limited (CSL) places a significant emphasis on digital marketing and maintains a robust presence across various social media platforms. The brochures and leaflets designed for CSL are extensively circulated in the global market, making these creative works the public face of the company. CSL views creative advertisements, brochures, and posters as essential tools for showcasing its daily activities and achievements.

To enhance its creative output, CSL intends to engage agencies with strong capabilities in conceptualizing, designing, and developing innovative designs. These agencies must possess exceptional creative and production skills to create innovative designs that provide a captivating visual experience for clients. CSL seeks to empanel agencies that can offer insightful research, cutting-edge design concepts, and comprehensive environmental design solutions.

- Following would be the scope of work under the contract. The scope of work shall be, but not limited to, the following:
  - a) Majorly focus on creating creative artworks, posters, brochures, and other promotional materials for CSL.
  - b) Conceptualisation & designing for creating visual content such as posters, flyers, brochures, banners, and info graphics.
  - c) Conceptualisation & designing the magazines, newsletters, and other printed materials.
  - d) Developing custom illustrations and artwork to enhance marketing materials and campaigns.
  - e) Conceptualisation & designing advertisements for print, online, and social media campaigns.
  - f) Conceptualisation & designing of promotional materials for events, such as posters, banners, invitations, and program booklets.
  - g) Creating visually engaging content for social media platforms, including posts, banners, and ads.
  - h) Designing templates and graphics for email marketing campaigns.



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- i) Developing visual content for websites, including icons, buttons, and banners.
- j) Designing multi-page brochures, catalogues, and booklets that effectively communicate the company's products or services.
- k) By covering these areas, the design agency have to support CSL's marketing and communication efforts through high-quality, visually appealing design work that aligns with the company's brand identity and strategic goals.
- l) Designing creative for the Digital Media, with the ability to be adapted for use in other media. This would include procurement of images wherever required, copy writing, designing, and all other costs involved.
- m) Designing of other Publicity Material, Collaterals and Standees.

### **ACCEPTANCE OF EMPANELMENT PROCESS:**

Each Recipient / Respondent having responded to this tender enquiry acknowledges to have read, understood and accepts the empanelment & evaluation process mentioned in this tender document.

### **ACCEPTANCE OF TERMS:**

Recipient will, by responding to CSL for tender, be deemed to have accepted the terms as stated in all pages of this tender enquiry.

### **INFORMATION TO BIDDERS:**

#### **PUBLIC PROCUREMENT POLICY FOR MSES:**

- CSL is governed by provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) as circulated by The Ministry of MSME, GoI.

### **AMENDMENT TO THE BIDDING DOCUMENTS:**

- At any time prior to the date of submission of Bids, the Company, for any reason, may modify the Bidding Document, by amendment.
- The amendment will be posted on Company's website ([www.cochinshipyard.in](http://www.cochinshipyard.in)) and CPPP ([eprocure.gov.in](http://eprocure.gov.in)).



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- All Bidders must ensure that such clarifications have been considered by them before submitting the bid. Company will not have any responsibility in case some omission is done by any bidder.
- In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Company, at its discretion, may extend the deadline for the submission of Bids.

### **BID VALIDITY:**

- The terms offered by Bidders must be firm for an acceptance period of 120 days from last date for submission of bids as mentioned in 'Critical information' sheet.
- In exceptional circumstances the Company may solicit the Bidders consent to an extension of the period of validity. The request and response thereto shall be made in writing.
- Company, however, reserves the right to call for fresh quotes at any time during the period, if considered necessary.

### **LANGUAGE OF BID:**

- The bid prepared by the Bidders as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be written in English.

### **SUBMISSION OF BIDS:**

- The bids must be received by the Company at the specified address not later than date mentioned in 'Critical Information', given in the beginning of this document.
- In the event of the specified date for the submission of bids, being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.
- The Company may, at its discretion, extend the deadline for submission of Bids by amending the Bid Documents, in which case, all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.



**MODIFICATION AND/ OR WITHDRAWAL OF BIDS:**

- The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification including substitution or withdrawal of the bids is received by the Company, prior to the deadline prescribed for submission of bids.
- The Bid modification or withdrawal notice must be on bidder's letterhead, signed and sealed. A withdrawal notice may also be sent by email and followed by a signed confirmation copy received by the Company not later than the deadline for submission of bids.
- No bid may be modified or withdrawn after the deadline for submission of bids.
- Company has the right to reject any or all bids received without assigning any reason whatsoever. Company shall not be responsible for non-receipt / non-delivery of the bid documents due to any reason whatsoever.

**REQUEST FOR INFORMATION:**

- Recipients are required to direct all communications for any clarification related to this tender, to the nominated officials and must communicate the same in writing by the time mentioned in 'Critical Information'(Phone no:- 0484 2501370).
- All queries relating to the tender, technical or otherwise must be in writing only and may be sent via email (Preferred). The Company will try to reply, without any obligation in respect thereof, every reasonable query raised by the Recipients in the manner specified.
- However, the Company will not answer any communication reaching the Company later than the time stipulated for the purpose.
- The Company may in its absolute discretion seek, but under no obligation to seek, additional information or material from any Respondents after the tender closes and all such information and material provided must be taken to form part of that Respondent's response. Respondents should invariably provide details of their email address as responses to queries will be provided to all Respondents via email.
- The Company may in its sole and absolute discretion engage in discussion with any Respondent (or simultaneously with more than one Respondent) after the tender closes to clarify any response.



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- Any form of canvassing/ lobbying/ influence/ query regarding short listing, status etc. will result in a disqualification.

### **PRE CONTRACT INTEGRITY PACT (IP)**

- IP is an agreement between the prospective vendors / bidders and the buyer committing the persons / officials of both the parties not to exercise any corrupt influence on any aspect of the contract.
- The bidder has to submit signed Pre Contract Integrity Pact (IP) as per the format affixed at Annexure-III, on the letter head of the Company. However, the successful bidder has to submit the same in non-judicial stamp paper of requisite value (to be borne by the bidder) applicable at the place of its first execution after the issue of Letter of Intent for awarding of contract.

### **DETAILS OF BIDS TO BE SUBMITTED:**

- Bidders are required to submit their responses in TWO envelopes, with contents of each as mentioned under. Bidders must take the following points into consideration during preparation and submission of bids.

<b>Envelope No.</b>	<b>Bid Contents</b>	<b>No. of Copies</b>	<b>Label of Envelope</b>
1	<b>Minimum Eligibility Bid</b> i. Bid Covering letter as per Response to Minimum Eligibility Criteria [as per the order in the format (Minimum Eligibility Criteria Page no. 14 of Tender)] ii. Pre-Contract Integrity Pact as per format (Annexure - III) iii. Bid security letter (Annexure - I) iv. Turnover for last 3 (Three) years (Annexure - VI) v. Mandatory Criteria to be	Hardcopy	<b>“Empanelment of Creative Design agency 2024 - Minimum Eligibility ”</b>



	<p>filled (Annexure - VI) and supporting documents to be enclosed.</p> <p>vi. Work order / GST bill. (As mentioned in Annexure VI)</p> <p>vii. Self-declaration (Annexure - V).</p> <p>x. Self-declaration of age limit (As mentioned in Annexure - V).</p>		
2	<b>Technical Bid Presentation</b>	Hardcopy	<b>“Empanelment of Creative Design Agency 2024 - Technical Bid ”</b>

- The Bid shall be typed or written in indelible ink, all pages numbered, **SPIRAL BINDED** and signed by Authorized signatory of the response.
- Relevant documents must be submitted as proof wherever necessary. Technical specification sheets of all the items to be submitted. If the bids do not contain all the information required or is incomplete, the proposal is liable to be rejected.
- The Bidder shall seal the bids in non-window envelopes, super-scribing the nature of bid (i.e. pre-qualification/minimum eligibility & Technical / Presentation). All the individual envelopes must be super-scribed with the following information as well (i) Nature of Bid, (ii) Name of the bidder, (iii) Contact Name, (iv) Contact Number and (v) e-mail id.
- If the envelope(s) are not sealed and marked as indicated, the Company will assume no responsibility for the Bid's misplacement or its premature opening.
- The tender is hosted on CSL website <http://www.cochinshipyard.in> and also on Central Public Procurement Portal (CPPP). CSL reserves the right to change the dates mentioned above. Changes and clarification, if any, related to tender will be posted on Company web site and CPPP. Bidders must have close watch on the website and CPPP during the intervening period before submitting response to tender enquiry.





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**IMPORTANT:**

- Relevant documents must be submitted as proof wherever necessary. All the pages must be sealed and signed by the authorized signatory of the respondent.
- Faxed copies of any submission are not acceptable and will be rejected by the Company.
- Responses should be concise and to the point. Submission of irrelevant documents must be avoided.
- If the bids do not contain all the information required or is incomplete, the proposal will be rejected.
- The tender is floated on CSL website <http://www.cochinshipyard.in> and Central Public Procurement Portal (CPPP) at [eprocure.gov.in](http://eprocure.gov.in). CSL reserves the right to change the dates mentioned above. Changes and clarification, if any, related to tender will be posted on CSL website and CPPP. Bidders must have close watch on CSL website and CPPP during the intervening period before submitting response to tender.
- The bidder cannot quote for the project in part.
- Each of the envelope(s) shall be addressed to the Company at the address given below:

**PUBLIC RELATIONS DEPARTMENT  
COCHIN SHIPYARD LIMITED  
PERUMANOOR PO  
KOCHI.**

**INSTRUCTION TO BIDDERS:**

The Tender document contains statements derived from information that is believed to be true and reliable at the date obtained but does not purport to provide all of the information that may be necessary or desirable to enable an intending contracting party to determine whether or not to enter into a contract or arrangement with Company in relation to the provision of services. Neither Company nor any of its directors, officers, employees, agents, representative, contractors, or advisers gives any representation or warranty (whether oral or written), express or implied as to the accuracy, updating or completeness of any writings, information or statement given or made in this Tender document. Neither Company nor any of its directors, officers, employees, agents, representative, contractors, or advisers has carried out or will carry out an independent audit or verification or investigation or due diligence exercise in relation to the contents of any part of the Tender document.

**DISCLAIMER:**

Subject to any law to the contrary, and to the maximum extent permitted by law, Company and its directors, officers, employees, contractors, representatives, agents, and advisers disclaim all liability from any loss, claim, expense (including, without limitation, any legal fees, costs, charges, demands, actions, liabilities, expenses or disbursements incurred therein or incidental thereto) or damage, (whether foreseeable or not) (“Losses”) suffered by any person acting on or refraining from acting because of any presumptions or information (whether oral or written and whether express or implied), including forecasts, statements, estimates, or projections contained in this tender document or conduct ancillary to it whether or not the Losses arise in connection with any ignorance, negligence, inattention, casualness, disregard, omission, default, lack of care, immature information, falsification or misrepresentation on the part of Company or any of its directors, officers, employees, contractors, representatives, agents, or advisers.

**NO LEGAL RELATIONSHIP:**

The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement. No binding legal relationship will exist between any of the Recipients / Respondents and CSL until execution of a contractual agreement.



### **COSTS TO BE BORNE BY RESPONDENTS:**

All costs and expenses incurred by Respondents in any way associated with the development, preparation, and submission of responses, including but not limited to the attendance at meetings, discussions, demonstrations, presentations etc. and providing any additional information required by CSL, will be borne entirely and exclusively by the Recipient/ Respondent. Stamp duty that may be incurred towards entering into agreement with the successful bidder for awarding the contract has to be borne by the bidder.

### **RECIPIENT OBLIGATION TO INFORM ITSELF:**

The Recipient must apply its own care and conduct its own investigation and analysis regarding any information contained in the tender document and the meaning and impact of that information.

### **EVALUATION OF OFFERS:**

The issuance of tender document is merely an invitation to offer and must not be construed as any agreement or contract or arrangement nor would it be construed as any investigation or review carried out by a Recipient. The Recipient unconditionally acknowledges by submitting its response to this tender document that it has not relied on any idea, information, statement, representation, or warranty given in this tender document.

### **SCOPE OF WORK:**

Following would be the scope of work under the contract. The scope of work shall be, but not limited to, the following:

- a) Majorly focus on creating creative artworks, posters, brochures, and other promotional materials for CSL.
- b) Conceptualisation & designing for creating visual content such as posters, flyers, brochures, banners, and info graphics.
- c) Conceptualisation & designing the magazines, newsletters, and other printed materials.
- d) Developing custom illustrations and artwork to enhance marketing materials and campaigns.



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- e) Conceptualisation & designing advertisements for print, online, and social media campaigns.
- f) Conceptualisation & designing of promotional materials for events, such as posters, banners, invitations, and program booklets.
- g) Creating visually engaging content for social media platforms, including posts, banners, and ads.
- h) Designing templates and graphics for email marketing campaigns.
- i) Developing visual content for websites, including icons, buttons, and banners.
- j) Designing multi-page brochures, catalogues, and booklets that effectively communicate the company's products or services.
- k) By covering these areas, the design agency have to support CSL's marketing and communication efforts through high-quality, visually appealing design work that aligns with the company's brand identity and strategic goals.
- l) Designing creative for the Digital Media, with the ability to be adapted for use in other media. This would include procurement of images wherever required, copy writing, designing, and all other costs involved.
- m) Designing of other Publicity Material, Collaterals, Standees.

## **EVALUATION METHODOLOGY & AWARD OF CONTRACT:**

### **EVALUATION METHODOLOGY:**

#### **OBJECTIVE:**

- The objective of this evaluation methodology is to facilitate for empanelment of Creative design agencies for ensuring technically superior and professional services.
- Once empanelment process is over, whenever any programme is to be conducted, bids from the agencies empaneled by CSL shall be invited for creative design works. Based on evaluation, the best fit agencies shall be awarded.

#### **EVALUATION PROCESS:**

- CSL has adopted the following bid processes, in which the Bidder has to submit following bids in separate envelopes at the time of submission of bids as stipulated in this document.



(i) Minimum Eligibility Criteria  
(ii) Technical Bid (Presentation)

- CSL shall evaluate first the 'Minimum Eligibility Criteria' bid and based on its evaluation, 'Technical Bids' shall be undertaken for evaluation of those shortlisted at first stage. The evaluation of the technical bids shall be undertaken in two stages (Technical Criteria & Presentation).
- The evaluation by the Company will be undertaken by a Committee of officials formed by the Company and its decision will be final.

**OPENING OF MINIMUM ELIGIBILITY AND TECHNICAL BIDS:**

- Bids received within stipulated time, shall be opened as per schedule given in the 'Critical information' sheet.
- On the scheduled date and time, bids will be opened by the Committee constituted by the CSL.

**PRELIMINARY EXAMINATION:**

- The Committee will examine the Bids to determine whether they are complete, the documents have been properly signed, supporting papers/documents attached and the bids are generally in order.
- CSL may, at its sole discretion, waive any minor infirmity, non conformity or irregularity in a Bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- If a Bid is not substantially responsive, it will be rejected by CSL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- The Bidder is expected to examine all instructions, forms, terms and specification in the Bidding Document. Failure to furnish all information required by the Bidding Document or to submit a Bid not substantially responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

**EVALUATION OF ELIGIBILITY CRITERIA:**

- The Evaluation Committee shall evaluate the capabilities of the Creative Agencies based on their profile and also keeping in view the following criteria:



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- Bids submitted by all the bidders would be evaluated for eligibility as mentioned in the 'Eligibility Criteria' section. Bids not complying with any of the eligibility criteria will be rejected and will not be considered for further evaluation. Successful bids out of this stage would be considered for further technical evaluation.
- Bidders must submit the proof of all the credentials as required for evaluation of eligibility criteria. Claims of the bidders without verifiable facts will not be considered as credentials towards satisfying eligibility criteria.

### **MINIMUM ELIGIBILITY CRITERIA**

<b>Sr. No</b>	<b>Financial and other Requirement to be met by the Bidder</b>	<b>Document required for verification (Any Proof)</b>
1	The Bidder should be a registered Corporate/ Firm/ LLP/ Proprietorship.	<ul style="list-style-type: none"> <li>• Proprietorship firm: Udyog aadhar number.</li> <li>• Partnership firm: Certified copy of Partnership Deed.</li> <li>• Limited Liability partnership (LLP): Memorandum of LLP</li> <li>• Limited Company: Certified copy of Certificate of Incorporation / Certificate of Commencement of Business.</li> <li>• Reference of Act/ Notification</li> </ul>
2	The Agency must have a minimum average annual turnover of Fifteen (15) lakh & above over the previous three financial years. For finding average turnover the formula $(Y1+y2+y3)/3$ will be used and if no figures available for any of these years, figure will be taken as zero.	Audited Financial Statement.
3	The net worth of the agency should be	Audited Financial



	positive during the last financial year.	Statement.
4	<p>The agency should have completed works as mentioned below during the last 3(three) financial year's in the field of creative designing with a minimum work order value of</p> <p>Three (3) Creative work invoices costing not less than Rs. 10,000.00 each</p> <p style="text-align: center;"><b>or</b></p> <p>Two (2) Creative work invoices costing not less than Rs. 12,500.00 each</p> <p style="text-align: center;"><b>or</b></p> <p>One (1) Creative work invoice costing not less than Rs. 20,000.00.</p>	<p>Relevant work orders with GST bill of creative designing work with details to be submitted in this regard from PSU's, Govt. Companies / Boards / companies / corporates or individuals.</p>
5	<p>The Agency should not have been blacklisted/ debarred by any Central/ State Government/ Public Sector Undertaking/ Company and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not have been penalized or found guilty in Court of Law.</p>	<p>Self-certification on letterhead to be provided. However, the Company has the rights to independently verify the same. (Certificate format) Annexure - V.</p>
6	<p>The Agency should have minimum staff strength of 3 employees / Personal on roll</p>	<p>Self-certification by the Bidder including list, qualification and details of such staff.</p>
7	<p>The agency staffs should be ready to travel to CSL- Administrative Office, Perumanoor, for any discussions regarding designing as and when required by the company.</p>	<p>Self-declaration with Recent Address Proof acceptable to the Company and Self-declaration by the Bidder.</p>
8	<p>a. The agency should be agreeable to conduct/carry works in short notice (24 Hours).</p> <p>b. The agency should be agreeable to</p>	<p>Undertaking in this regard to be submitted to the Company.</p>



	accomplish the work as specified by CSL within the stipulated time frame.	
9	The agency should have a minimum of three years' experience in the field of Creative design.	Relevant work orders with GST bill of creative designing work with details to be submitted in this regard for each relevant year from PSU`s, Govt. Companies / Boards / companies / corporates or individuals.
10	The designers employed by the firm should be below the age of 60 years.	Self-declaration

**EVALUATION OF TECHNICAL BIDS:**

- The technical bids will be evaluated for determining the continued eligibility of the Bidder for Project and compliance of the bids with the necessary technical requirements and scope of work of this tender.
- CSL may seek specific clarifications from any or all the Bidder(s) at this stage. All the clarifications received within the stipulated time shall be considered for evaluation. In case satisfactory clarifications are not received from the bidders within the stipulated time, the respective technical parameters would be treated as non-compliant and decision to qualify the bidder shall be accordingly taken by CSL.
- Technical bids would be evaluated on the parameters and presentation as below.

**TECHNICAL BIDS EVALUATION CRITERIA**

<b>PRESENTATION &amp; TECHNICAL DOCUMENTS</b>		
	During the presentation, the Committee will evaluate the agencies on the following parameters (Maximum 40 Marks):	Total 40
1	<ul style="list-style-type: none"> <li>• The qualified agencies should submit three social media posters and one four page brochure based on the topics given by the committee.</li> </ul>	15





	<ul style="list-style-type: none"><li>• Topics will be given only after qualification of <b><u>Minimum eligibility Criteria</u></b> so as to evaluate the timely delivery.</li></ul>	
2	<ul style="list-style-type: none"><li>• Client List (Heavy Industry, Large Corporates.)</li><li>• Awards and Accreditations</li></ul>	5(one mark for one client)  5(One mark for one award/recognition)
3	<ul style="list-style-type: none"><li>• Experience designing for a Heavy Industry, Large Corporates in past three years. (Relevant designs and GST Invoice to be submitted)</li></ul>	5(One mark for one Experience Certificate)
4	<ul style="list-style-type: none"><li>• Presentation on Cochin Shipyard Limited, History, Present and Future.</li></ul>	10
	<b>Total</b>	<b>40</b>

- The technical bid will be analysed and evaluated, based on which the Technical Score shall be assigned to each bid on the basis of parameters mentioned above.
- A bidder has to score a minimum score of 34 marks in the technical evaluation & presentation to be considered for selection.

### **FINAL EMPANELMENT OF THE ELIGIBLE BIDDER:**

- The bidders with the highest Scores will be empanelled (**Top four agencies or as decided by CSL**).
- The price bid will be invited from the empanelled agency, in a specific format as prescribed by CSL, as and when required on the happening of the event. (Based on the evaluation by the concerned officer of CSL, the work will be designated to the awarded agency)



## **TERMS AND CONDITIONS**

### **GENERAL TERMS AND CONDITIONS (ENQUIRY):**

- Tenderers are requested to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Deviations, if any, shall be specifically brought out in the offer.
- Minimum eligibility criteria and technical bid criteria has to be submitted in the order as specified in the tender enquiry and should be submitted in separate covers.
- Offers are to be furnished free from overwriting.
- Corrections and additions, if any, must be attested.
- Incomplete/ambiguous offers are likely to be rejected.
- CSL payment term is 100% within 30 days from the date of receipt and acceptance of invoice. Please confirm in your offer that our terms of payment are acceptable to you.
- GST, as per rules, should be quoted at the time of bill submission. TDS as per prevailing rates will be deducted before making the payment.
- The firm/bidder winning the contract shall sign an agreement with Cochin Shipyard Ltd for “Fall clause”. Accordingly, during the contract period the firm/bidder cannot offer the service / item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with CSL.
- **SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE**  
The firm who will be empaneled with CSL will have to deposit ₹10,000/- (Rupees Ten Thousand only) as Security Deposit as Bank Guarantee with Cochin Shipyard Limited, Cochin – 15, before commencing the work. Security Deposit can be furnished in the form of Bank Guarantee from the Nationalised Bank valid initially for 36 months from the date empanelment.



- Force Majeure condition: failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/cessation.
- The agency should have a minimum of three years' experience in the field of Creative design.
- Special privileges for Micro & Small Enterprises (MSEs):-
  - A. The following benefits are extended for all the firms who are registered with District Industries Centre and come under the category of Micro and Small Enterprises holding a valid Entrepreneurs Memorandum (EM) Part II certificate or Udhhyog Aadhar certificate. However in order to avail the benefits as per Public Procurement Policy for MSMEs order, 2012, all MSE bidders are required to declare their Udhhyog Aadhar Memorandum (UAM) number in Central Public Procurement Portal (CPPP) compulsorily.
    - i. Tender forms shall be issued free of cost.
    - ii. The list of items published as part of MSME order dated 23 Mar 2012 (currently 358 items) shall be procured exclusively from MSE firms only.
  - B. For all firms who are registered with National Small Industries Corporation (NSIC) and come under Micro and Small Enterprises holding a valid NSIC certificate, the below benefit is also extended in addition to above.
    - i. This tender shall be based on MSME order dated 23 Mar 2012, pertaining to Public Procurement Policy.
    - ii. When supply/services as per tender is divisible in nature, MSEs within price band of L1+15% shall be allowed to supply a portion up to 20% of requirement by bringing down their price to L1 price where L1 is non MSEs. If multiple vendors satisfy the above condition, requirement shall



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be divided equally. In this scenario, preference shall be given to SC/ST vendors to such an extent that they are allowed to supply minimum 4% out of the 20% in line with the aforementioned MSME order. SC/ST vendors shall submit a valid certificate from District Industries Centre/NSIC, for qualifying in the above criteria.

- iii. In the case of tender item non-splitable, MSEs quoting price band L1+15% (in the ascending order) may be awarded full/complete supply of total tendered value to MSEs, considering spirit of policy for enhancing the Government procurement form MSEs.
- iv. Cochin Shipyard Limited (CSL) has registered in the TReDS Portal viz., RXIL, M1xchange and Invoice Mart. Those vendors who have registered in the TReDS portal may upload the invoice in the respective portal under intimation to concerned executing officer for processing the payment through TReDS portal. Suppliers are requested to check with the concerned executing officer regarding the Quality inspection status, where ever applicable, before uploading the invoices in TReDS portal.
  - Bidders are allowed to depute their authorized representative to be present at the time of opening of the tender.
  - Jurisdiction: 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.
  - Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose,
  - After submission of tender, no unsolicited correspondence will be entertained.
  - CSL does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
  - In case any of the above conditions is not acceptable to the tenderer, it should be specifically indicated in the tender failing which it will be presumed that all the terms and conditions are acceptable.



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- All the empanelled agencies should participate in all the tender enquiries in the respective categories, failure to do so twice consecutively will result in removal from empanelment and the security deposit will be kept with CSL.
- If the empanelled agency is backing out from the execution of work after emerging as L1 bidder will result in tender holiday for one year and the security deposit will be taken as penalty.
- The bidders should not have been terminated / blacklisted by any of Public Sector Undertaking/Govt. Organisation for the last three (03) years. In case any such firm obtains contract by hiding the facts and it comes to the notice of CSL, later, contract will be cancelled immediately and Security Deposit forfeited. A self-declaration regarding not being black listed must be enclosed along with the bid document.
- Termination: Cochin Shipyard Limited also reserves the right to terminate the contract at any time and without assigning any reason thereof by giving 30 days advance notice of their intention to do so in writing to the contractor and the contractor shall not be entitled to any compensation by reason of such termination. Any lapse on the part of the contractor for efficient execution of work will empower Cochin Shipyard Limited to cancel the contract and entrust the work to other contractors or take up the same departmentally. Any loss or damage incurred in this regard will be to the defaulting contractor's account. In case of agency going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of the contract, Cochin Shipyard Limited, has the right to terminate the contract forthwith in addition to and without prejudice to any other rights or remedies. The Company will also be entitled to claim from the agency any or expenses or losses the Company may incur by reason of the breach of the contract or part of the contract.

**PUBLIC RELATIONS DEPARTMENT  
COCHIN SHIPYARD LIMITED**



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**Annexure: I**

**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 refuse to execute the contract, if required, or

ii. Fail or refuse to furnish the Performance Security, in accordance with the tender enquiry.

**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.



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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)



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**Annexure: II**

**NON DISCLOSURE AGREEMENT**

THIS NON DISCLOSURE AGREEMENT (this “Agreement”) is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ (“Effective Date”), by and between:

COCHIN SHIPYARD LIMITED a Company incorporated under The Companies Act and having its registered office at Administrative Building, Perumanoor, P.O Bag No. 1653, Kochi 682015, India (hereinafter called “CSL” which expression shall include its successors and permitted assignees),

And

a \_\_\_\_\_ (hereinafter called “\_\_\_\_\_” which expression shall include its successors and permitted assignees).

Each of the parties hereto shall be collectively referred to as the “Parties” and individually as the “Party” hereunder.

WITNESSETH:

WHEREAS, CSL had vide its tender dated \_\_\_\_\_ appointed \_\_\_\_\_ as its empanelled event management agency, for a period of three (03) year (hereinafter referred to as the “Contract)

WHEREAS, CSL will have to disclose information/data etc to the \_\_\_\_\_ for the purposes of the Contract and such disclosure may also include Confidential /Proprietary Information which is not to be published./circulated /disclosed under the provisions of the Contract. and

WHEREAS, the Parties have the best intentions to secure and protect CSL’s Proprietary Information.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

1. As used in this Agreement the term "Proprietary Information" shall mean any technological, financial, commercial or other information of proprietary or confidential nature, disclosed by CSL (the "Disclosing Party") under this Agreement, whether;

(a) in writing; in electronic or other documentary form or format; or





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- (b) orally or visually; including but not limited to ideas, methods, plans, etc; or
  - (c) otherwise; including but not limited to software, samples, equipment, models, etc;
2. The protections and restrictions in this Agreement as to the use and disclosure of Proprietary Information shall not apply to any information that the Receiving Party can prove:
- at the time of disclosure hereunder, already published or otherwise publicly available; or
- (a) is approved for release or use by written authorization of the Disclosing Party.
  - (b) Information that is received from a third party without a breach of any obligations of confidentiality; or
  - (c) Information that is required to be released by law, order of competent authority or regulations applicable to Parties (including the regulations of a stock exchange).
3. Under this Agreement, the Disclosing Party makes no representation, expressed or implied, as to the adequacy, sufficiency or freedom from fault of the Proprietary Information.
4. The Receiving Party agrees:
- (a) to keep confidential and not to disclose to any third party any part of or the whole of any Proprietary Information disclosed to it under this Agreement;
  - (b) not to use either directly or indirectly any Proprietary Information disclosed to it under this Agreement for any purposes without the prior written consent of the Disclosing Party; and
  - (c) to restrict access to the Proprietary Information disclosed to it under the terms of this Agreement to such of its employees, officers and consultants who need to know the same to carry out work in support of the Contract



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5. All Proprietary Information disclosed hereunder in whichever form or format shall remain the property of the Disclosing Party.. Any reproduction of Proprietary Information without the Disclosing Party's consent shall be deemed to be a material breach of this Agreement.
6. To the extent allowed by law, the Receiving Party agrees to notify the Disclosing Party immediately after the Receiving Party learns any such disclosure of the Proprietary Information will be required in order to allow the Disclosing Party to seek appropriate protection of the Proprietary Information. If the Receiving Party, , is ultimately required to disclose the Proprietary Information, the Receiving Party will disclose only as much of the Proprietary Information as the Receiving Party is legally required to disclose.
7. A Party may not assign this Agreement without the prior written consent of the other Party.
8. The Receiving Party acknowledges the competitive value of the Proprietary Information and the damage to Disclosing Party that could result if the Proprietary Information is disclosed to third parties. Accordingly, the Receiving Party agrees that both injunctive relief and monetary damages, alone or in combination, are appropriate remedies for any breach of this Agreement, and that the Disclosing Party may seek injunctive relief without proof of actual damages or the posting of a bond. The remedy stated above may be pursued in addition to any other remedies applicable at law or equity for breach of this Agreement.
9. This Agreement may at any time and for any reason be terminated by either Party upon thirty (30) days prior written notice. If not earlier terminated, this Agreement shall remain in force for a period of three (3) years from the Effective Date, which is the date first written above, when it will terminate automatically if not extended in advance by written agreement between Parties. Upon expiration or termination of this Agreement, either Party may immediately require the other Party to return or destroy all Proprietary Information received under this Agreement, together with all copies thereof, unless required otherwise by law. Notwithstanding the foregoing, the Receiving Party will continue to be bound by the confidentiality obligations, use and disclosure restrictions, and other conditions of this Agreement with respect to Proprietary Information not returned or destroyed pursuant to this Section 9.



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10. This Agreement shall be construed and governed in accordance with the laws of India, and shall be subject to the exclusive jurisdiction of the Courts at Kochi, Kerala

11. This Agreement constitutes the entire agreement between the Parties with respect to the protection and use of Proprietary Information of the Disclosing Party not intended for publication /distribution/ under the Contract, and it supersedes and cancels any prior written or oral representation, understanding or commitment thereon and may not be amended or modified except by subsequent agreement in writing signed by duly authorized officers or representatives of the Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representatives as of the date first above written.

For and on behalf of CSL

For and on behalf of \_\_\_\_\_

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**PRE CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ....day of the month of ..... , between, on one hand, the President of India acting through Company Secretary, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s.....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to avail the service ..... and the BIDDER/Seller is willing to offer/has offered.

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

NOW, THEREFORE,

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

Enabling the PRINCIPAL to obtain the desired said services at a competition price inconformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement,

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

**Commitments of the PRINCIPAL**

- 1.1. The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial



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benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

- 1.2. The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3. The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

### 3. **Commitments of BIDDER**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or



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disfavour to any person in relation to the contract of any other contract with the Government.

- 3.3. This tender is open to only Indian Agencies/Applicants catering to Digital Media, Perception Management, and Documentation Digital Media Agency for COCHIN SHIPYARD LIMITED. An Applicant shall be deemed to be Indian if the applicant is constituted, incorporated or registered in, and operates in accordance with the provisions of the laws of India, as evidenced by its incorporation and registration documents, as the case maybe.
- 3.4. The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original service provider / authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.5. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.



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- 3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.  
The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 3.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

#### **4. Previous Transgression**

- 4.1. The BIDDER declares that no previous transgression occurred in the last three (03) years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Sanctions for Violations**

- 5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-
  - a) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - b) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.



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- c) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- d) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
- e) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- f) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- g) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.2. The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 5.1(a) to (g) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

## **6. Fall Clause**

6.1. The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

## **7. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary





information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

**8. Law and Place of Jurisdiction**

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

**9. Other Legal Actions**

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

**10. Validity**

10.1. The validity of this Integrity Pact shall be from date of its signing and extend up to five (05) years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. Incase BIDDER is unsuccessful; this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

10.3. The parties hereby sign this Integrity Pact at.....on.....

PRINCIPAL BIDDER

Name of the Officer CHIEF EXECUTIVE OFFICER

Designation

Dept./MINISTRY/PSU

Witness

Witness

1.....

1.....

2.....

2.....



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ANNEXURE-IV

**Format of turnover certificate from a Practicing Chartered Accountant/  
Company Secretary/ Cost and Management Accountant**

**ON THE LETTER HEAD OF THE PRACTICING PROFESSIONAL**

**Name of Bidder:**

**TURNOVER FOR THREE YEARS IN LAST THREE YEARS**

Rs. In Lakhs

Particulars	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>Average Annual Turnover</b>
	(a)	(b)	(c)	(a+b+c)/3
Annual Turnover				

Net worth of the Agency during the last audited financial year:- \_\_\_\_\_

Signature of the Practicing Professional

With Seal



**(Self declaration to be given by in letter head)**

1. Reference No. & Date :
2. Bidder's Name & Address :
3. Person to be contacted :
4. Designation :
5. Telephone No. :
6. Fax No. :
7. E-mail :

**SELF DECLARATION**

We do hereby declare that we have not been debarred/black listed by CSL or by any of the Public Sector Undertaking or Government Department etc.

If CSL finds that, we have been blacklisted/de-barred by any of the Public Sector Undertaking or Government department, and then CSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, Security Deposit, Performance Guarantee etc. will be forfeited by CSL. Further we are confirming herewith that, any loss that has happened to CSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)

Name :  
Designation :  
Phone No. :  
Seal :  
Date :  
Place :



**MANDATORY CRITERIA TO BE FULFILLED FOR CONSIDERING THE TENDER**

**PLEASE TAKE NOTICE THAT OFFERS COMPLYING WITH ALL THE MANDATORY CRITERIA WITH RELEVANT SUPPORTING DOCUMENTS ONLY WILL BE CONSIDERED FOR EVALUATION AND ALL OTHER OFFERS WILL SUMMARILY BE REJECTED WITHOUT FURTHER NOTICE / CLARIFICATION/CONFIRMATION.**

The certificate/support documents/Self declaration may be provided as per the order given in the Sl.No.:-

\* Tenderers are requested to write either “Yes or No” in the respective column. Tick Mark, X, Blank etc will not be entertained and will be liable for REJECTION of your offer.

Sl. No.	Criteria to be fulfilled	Nature of requirement	Required	Yes/No *	Page Number of Forms & other documents
1	The Bidder should be a registered Corporate/ Firm/ LLP/ Govt. Institution under Indian Laws or /and an autonomous Institution approved by GOI/ RBI promoted, proprietorship.	<ul style="list-style-type: none"> <li>• Proprietorship firm: Udyog aadhar number.</li> <li>• Partnership firm: Certified copy of Partnership Deed.</li> <li>• Limited Liability Company (LLP): Memorandum of LLP</li> <li>• Limited Company: Certified copy of Certificate of Incorporation / Certificate of</li> </ul>	The relevant documents to be enclosed.		



		Commencement of Business. • Reference of Act/ Notification			
2	The Agency must have a minimum average annual turnover of Fifteen (15) lakh & above over the previous three financial years. For finding average turn over the formula $(Y1+Y2+Y3)/3$ will be used and if no figures available for any of these years, figure will be taken as zero.	Audited Financial Statement. For finding average turn over the formula $(Y1+Y2+Y3)/3$ will be used and if no figures available for any of these years, figure will be taken as zero.	Proof –should be submitted		
3	The net worth of the agency should be positive as per the balance sheet of last Financial year.	Audited Financial Statement and Copies of the duly audited balance sheet and profit and loss accounts, duly certified by auditor	Proof to be submitted		
4	The agency should have completed works as mentioned below during the last 3(three) financial year's in the field of	Relevant work orders with GST bill of creative designing works with details to be submitted in this regard from PSU's / Govt. Companies /	Proof to be submitted (Work Order with GST bill to be submitted in this regard)		



	<p>creative designing with a minimum work order value of</p> <p>Three (3) Creative work invoices costing not less than Rs. 10,000.00 each</p> <p><b>or</b></p> <p>Two (2) Creative work invoices costing not less than Rs. 12,500.00 each</p> <p><b>or</b></p> <p>One (1) Creative work invoice costing not less than Rs. 20,000.00.</p>	<p>Boards / company's / corporates or individuals.</p>			
5	<p>The Agency should not have been blacklisted/debarred by any Central/ State Government/ Public Sector Undertaking/ Company and not involved in any major litigation that may affect or compromise the delivery of service required. The agency should not have</p>	<p>Self-certification on letterhead to be provided as per Annexure - V. However, the Company has the rights to independently verify the same.</p>	Self-certification		



	been penalized or found guilty in Court of Law.				
6	The Agency should have minimum staff strength of 03 employees on roll	Self-certification by the Bidder including list, qualification and details of such staff	Self-certification. Proof to be submitted		
7	The agency staffs should be ready to travel to Cochin Shipyard Ltd, Perumanoor, for any discussions regarding designing as and when required by the company.	Recent Address Proof acceptable to the Company and Self-declaration by the Bidder.	Proof to be submitted		
8	<ul style="list-style-type: none"> <li>➤ The agency should be agreeable to conduct/carry works in short notice (24 Hours).</li> <li>➤ The agency should be agreeable to accomplish the work as specified by CSL within the stipulated time frame.</li> <li>➤ The agency should be agreeable to</li> </ul>	Affidavit in this regard be submitted to the Company.	Self-certification.		



	undertake any design/ brand building creative activity in Kochi or any location.				
9	The agency should have a minimum of three years' experience in the field of Creative design.	Relevant work orders with GST bill of creative designing work with details to be submitted in this regard for each relevant year from PSU`s, Govt. Companies / Boards / companies / corporates or individuals.	Self-declaration		
10	The designers employed by the firm should be below the age of 60 years.		Self-declaration		

We, M/s.

.....  
 ..... hereby solemnly and truly declare that all the information furnished above is true and valid as per relevant rules/regulations.

Name:

Company official seal

Designation:

Company





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**PLEASE TAKE NOTICE THAT OFFERS COMPLYING WITH ALL THE CRITERIA WITH RELEVANT SUPPORTING DOCUMENTS ONLY WILL BE CONSIDERED FOR EVALUATION AND ALL OTHER OFFERS WILL SUMMARILY BE REJECTED WITHOUT FURTHER NOTICE / CLARIFICATION/CONFIRMATION.**

\*Tenderers are requested to write either “Yes or No” in the respective column. Tick Mark, X, Blank etc will not be entertained and will be liable for REJECTION of your offer.

We, M/s.

.....  
..... hereby solemnly and truly declare that all the information furnished above is true and valid as per relevant rules/regulations.

**Name:**

**Company official seal**

**Designation:**

**Company**