

REV NO	DESCRIPTION	SIGN	Date
1	Updated pre-qualification criteria		26-11-2025

Rev.01



COCHIN SHIPYARD LIMITED
COCHIN – 682 015

APPROVED	Bivin Mathew		PURCHASE TECHNICAL SPECIFICATION FOR ANNUAL MAINTENANCE CONTRACT FOR MFP AT PER COPY RATE
CHECKED	Prajith A R		
PREPARED	Varun O P		
DATE	26-November-2025	Spec No: PTS-DES-IT-2025-012	

ISSUED TO	DEPT											
	NO.											

COCHIN SHIPYARD LIMITED
(A Government of India Enterprise)



Invites

Request for Proposal (RFP)

For

**Annual Maintenance Contract for Multifunction
Printers at Per Copy Rate**

Tender Ref No	CSL/DESIGN/IT/SER/AMC-MFP/2025/5 DT. 26th Nov 2025
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PO Bag # 1653, Perumanoor P O
Kochi- 682015
Tel: +91 484 2501943
Web: www.cochinshipyard.in

TENDER NOTICE FOR ANNUAL MAINTENANCE CONTRACT FOR MULTI FUNCTION PRINTERS AT PER COPY RATE

Cochin Shipyard Limited (CSL) invites bids for **2 YEARS COMPREHENSIVE MAINTENANCE CONTRACT FOR MULTIFUNCTION PRINTERS AT PER COPY RATE**, from eligible bidders who fulfill the pre-qualifying criteria as per the details mentioned in this Tender Enquiry/Tender Document. The eligible suppliers/bidders are requested to submit the offer **offline** in sealed covers super scribing the enquiry number & date, on or before the tender due date and time specified in the document.

1	Tender Enquiry No. & Date	CSL/DESIGN/IT/SER/AMC-MFP/2025/5 Dt: 26-Nov-2025
2	Name of work	Annual Maintenance Contract for Multifunction Printers at per copy rate for two years.
3	Earnest Money to be deposited	₹ 12,500/-
4	Last date and time of receipt of tender	10-December-2025 at 14.00 Hrs.
5	Date and time of opening of Technical Offer (PART I)	10-December-2025 at 15:00 Hrs.
6	Date and time of opening of Commercial Offer (PART II)	Will be informed later to all the technically qualified bidders
7	Period of contract	Two years as specified in the work order.
8	Short description of work	Annual Maintenance Contract for Multi-function printers at per copy rate, for two years, as per the terms and conditions in this tender document.
9	Officer in-charge	Name: Prajith AR Designation: Senior Manager (IT) Email ID: prajith.ar@cochinshipyard.in Phone: 0484 250 1943 Mob: +91 8129701554

All bids for this tender shall be submitted offline in a two-bid format, consisting of technical bid and commercial bid, each sealed in separate envelopes. Both envelopes shall then be placed in a single sealed cover, clearly super scribed with tender reference number and date, and has to be reached the office of the Senior Manager (IT), Design Dept., 3rd Floor, Administrative Building, Cochin Shipyard Ltd, Perumanoor Post, Cochin – 682015 on or before the last date and time specified in the above table. CSL will not be responsible for postal delay or non-delivery/non-receipt of bid documents.

For COCHIN SHIPYARD LIMITED
SENIOR MANAGER (IT)

Format of Bid document submission

1. PART – I (Sealed **Envelope1**)
 - i. Shall be labelled as “TECHNICAL OFFER FOR ANNUAL MAINTENANCE CONTRACT FOR MULTIFUNCTION PRINTERS”.
 - ii. Shall include all documents required to prove the eligibility criteria specified in this tender document.
 - iii. Shall include signed and sealed copy of all pages of this tender document.
 - iv. Shall include the proof for EMD payment, if any.
 - v. Shall also include **blank price format (Unpriced)** certifying that the price bid has been offered as per the format of the tender.
 - vi. Shall include Annexure I and Annexure V, duly filled.

2. PART - II (Sealed **Envelope2**)
 - i. Shall be labelled as “COMMERCIAL OFFER FOR ANNUAL MAINTENANCE CONTRACT FOR MULTIFUNCTION PRINTERS” as per the specified format.
 - ii. Shall include **only price bid**, as per the format given in **Annexure VI**. Any deviation from this format will lead to rejection of the bid and shall not be considered for further processing.
 - iii. Prices must be quoted in Indian Rupees (INR) and must be exclusive of GST.
 - iv. Price bid must be duly signed and sealed by the bidder.

3. PART- 1 and PART- II
 - i. Both Envelopes, PART-1 and PART-II Shall be enclosed in another sealed Envelope (**Envelope3**) addressed to Senior Manager (IT) so as to reach on or before last date and time of receipt of tender specified. (**Envelope 3 should include Envelope1 and Envelope2**)

The bid must be submitted to:

Shri. Prajith A R
The Office of Senior Manager (IT)
Design Department, 3rd floor,
Administrative Building,
Cochin Shipyard Ltd
Cochin – 682 015
Kerala

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1. INTRODUCTION

Cochin Shipyard Ltd was incorporated in the year 1972 as a fully owned Government of India company. In the last three decades the company has emerged as a forerunner in the Indian Shipbuilding & Ship repair industry.

Cochin Shipyard Ltd invite offline bids, from eligible IT service providers, to provide a comprehensive annual maintenance contract (AMC) for multi-function printers at per copy rate for a period of 2 years in Design department.

2. SCOPE OF WORK

1. The contractor must provide Comprehensive Annual Maintenance Contract for a period of two (02) years at per copy rate for
 - i. Nine (09) Toshiba e-Studio Multi-function Printers (Make & Model at Annexure II-A) and
 - ii. One (01) Konica Minolta Multi-function printer (Make & Model at Annexure II-B)
2. The contractor must ensure the devices are in good working condition and shall provide free replacement of defective parts/items (including electronic components), services and consumables (excluding paper) with genuine OEM parts and consumables.

3. PRE-QUALIFICATION CRITERIA FOR BIDDERS

The bidders are requested to carefully go through below Pre-Qualification criteria and submit the forms at Annexure I-A and Annexure I-B and Annexure I-C with proof. Only those bidders who qualify the below mentioned Pre-Qualification criteria shall be considered for further processing, and bids not meeting these criteria will be summarily rejected:

1. The bidder should attach a valid Manufacturer Authorization Form (MAF) with tender enquiry number, from Toshiba and/or Konica Minolta.
Bidder who attach MAF from Toshiba will be eligible to quote for Toshiba printers, and bidders who attach MAF from Konica Minolta will be eligible to quote for Konica Minolta printer.
2. The bidder should have experience in executing Per-copy rate contract or annual maintenance contracts for Multifunction printers. The bidder must attach work order or invoices or completion certificate as proof.
3. The bidder should have a full-fledged local Service/Support office inside Kerala state to ensure timely delivery of maintenance service and prompt supply of toners and spare parts.

4. TECHNICAL TERMS AND CONDITIONS

The bidders are requested to carefully go through the below terms and conditions:

1. The contract will be for a period of **two years** starting from the date specified in the work order.
2. This contract is comprehensive and must cover **free replacement of all defective parts, all spares, services and all consumables** (excluding paper) with genuine OEM make.
3. Replacement of any component must be done in consultation and with approval of the concerned officer/supervisor. All the replaced components should be of OEM make or the make present in MFP at the time of maintenance. If both of these makes are not available in the market, then the replacement should be done with equivalent or superior make, after getting approval from the concerned supervisor/officer.
4. Defective parts may be taken back by the contractor, however, any **storage device** inside the printers **will be strictly retained by CSL**.
5. The contract should cover all types of maintenance support including calls for breakdown, debugging, preventive maintenance, performance degradation, and any other hardware or software related issues.

6. The contract should cover support on all working days and on holidays whenever required.
7. The contractor/or service engineer must provide a detailed report of the fault/maintenance attended and get it signed by the concerned officer/supervisor.
8. In case any product/component cannot be repaired at the site (CSL), the contractor shall take the product/component to the service center, get it repaired and re-install at CSL. The contractor must follow all the existing rules and regulations in CSL for handling materials in and out of CSL premise. CSL will extend all the required support for the proper movement of these components.
9. The contractor must provide and maintain the required drivers and firmware of the MFP's.
10. Contractor must perform preventive maintenance for the items covered under AMC once in three months.
11. All items under AMC shall be checked periodically and any problems arises due to external factors like electric power, rat and other environmental issues found has to be reported at the earliest. All the items under AMC are to be maintained in good working condition and under no circumstance's exemption will be given for failures due to such external factors, if the service engineers fail to produce the proof or fail to bring it to the notice of CSL supervisor/officer.

5. GENERAL TERMS AND CONDITIONS

1. Bidders who are authorized service providers for Toshiba may quote for the Toshiba printers (Annexure VI-A).
2. Bidders who are authorized service providers for Konica Minolta may quote for the Konica printer (Annexure VI-B).
3. Bidders holding authorization for both Toshiba and Konica Minolta may submit bids for both Annexure VI-A and Annexure VI-B.
4. Evaluations of bids
 - a. Price evaluation will be carried out **separately** for:
Annexure VI-A: Toshiba Printers (09 Nos.)
Annexure VI-B: Konica Minolta Printer (01 No.)
 - b. The Lowest Bidder (L1) will be determined individually for Annexure VI-A and Annexure VI-B.
 - c. CSL reserves the right to award the contract either for Annexure VI-A, Annexure VI-B, or both, depending on bidder eligibility and quoted rates.
 - d. If a bidder is not an authorized service provider for Konica Minolta and/or Toshiba and submits a quotation for Annexure VI-B (Konica Minolta) and/or Annexure VI-A (Toshiba), such quotation shall not be considered for the respective section(s). The bidder shall be evaluated only for the section(s) for which a valid service authorization (MAF) is held.
5. The bidder may, if required, visit the premises of CSL where the printers are installed, to assess and analyze the functionalities and operational condition of the printers prior to submitting the bid.
6. The contract is initially for two years which may be extended by mutual agreement if the service provided by the contractor is deemed satisfactory. However, the final decision shall rest solely with CSL.
7. The details of multi-function printers included in this AMC are enclosed at Annexure II.
8. During the contract period, the contractor shall accept additional printers, of the same configuration, into the existing AMC item list, provided their rates are specified in the contract. These newly added items will be charged at the same rates as those in the existing contract, provided the new item has a similar configuration. Charges for maintaining these newly added items will be payable quarterly in arrears, alongside the maintenance charges for existing items. Similarly, any printers removed from the list will be communicated to the contractor in advance, and corresponding charges will be proportionately deducted from the quarterly payments.

9. The contract must cover both preventive and corrective maintenance of all items, on all CSL working days and CSL holidays as and when required.
10. The contractor may take back-to-back contract with OEM's for trouble free support to CSL.
11. The contractor shall sign Non-Disclosure Agreement before the commencement of the contract.
12. The contractor shall provide service engineers with the necessary Personal Protective Equipment (PPE) at their own cost and ensure strict adherence to CSL's safety rules and regulations. Service engineers must use the appropriate PPE as required for the safe working in CSL.
13. The contractor shall not subcontract or outsource or permit any third-party vendors, other than their service engineers, to perform any of the work or services under this contract.
14. All the equipment must be maintained in good working condition till the completion of the AMC, failing which security deposit will be forfeited.
15. Cochin Shipyard shall have the option to terminate the contract at any time if the service is found to be unsatisfactory. A quarterly/monthly review of the service will be carried out and if found unsatisfactory, the contract can be terminated which shall be final and binding.
16. The price should be quoted for a period of two years in the format placed in Annexure VI.
17. The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced after the date of submission of the price bid, duly supported by documentary evidence.
18. Bidder shall quote their per copy rate separately for printers listed under Annexure VI-A and Annexure VI-B.
19. Prices must be quoted inclusive of all spares, services and consumables (except paper) in line with tender requirements.
20. The successful bidder(s) shall enter into an AMC agreement with CSL for a period of **two years** as per the tender terms.
21. In case different vendors emerge as L1 for Annexure VI-A and Annexure VI-B, separate contracts/work orders may be placed accordingly.
22. The price offer submitted by the bidder should be valid for a minimum period of 90 days from the date of opening of bid.
23. No rate enhancement shall be permitted for any reason once the offer is accepted and the order is placed. Withdrawing the quotation after acceptance or failing to deliver the services will result in the cancellation of the order and forfeiture of the Earnest Money/Security deposit, if applicable, along with the possibility of a risk purchase.
24. Technical and Price/Financial bid must be enclosed separately, keeping price bid along with technical bid will lead to rejection of bid.
25. CSL reserves the right to reject any or all tenders/bids, in whole or in part, at its discretion, and is not obligated to accept the lowest or any particular tender.
26. Bidders must thoroughly review the terms and conditions, as well as the technical specifications of the items for which offers are invited. If any of the conditions are not acceptable to the bidder, they must be explicitly stated in the tender. Failing this, it will be assumed that all terms and conditions are accepted.
27. Offers submitted must be free from overwriting. Any corrections or additions must be duly attested.
28. All statutory taxes will be deducted as per the rule.
29. If the contractor fails to comply with the terms and conditions of the AMC order, they will be liable to pay penalties as imposed by the competent authority of CSL.
30. The firm can submit a quote for items listed in Annexure II-A or Annexure II-B or both. Incomplete or conditional bids will not be accepted.
31. A Self-declaration accepting the terms and condition of this tender must be signed and submitted as per the format provided in Annexure V.
32. Tender Opening: Only those bids received up to the date and time mentioned in the cover

- page of this document will be considered for opening. Bids received late shall not be considered under any circumstances.
33. The evaluation of the offers will be done by the competent authority within CSL.
 34. Part I-Technical bid will be evaluated first for technical suitability, and only those bids who qualify in the Part I evaluation, will be considered for further evaluation.
 35. Risk Purchase: If the contractor fails to provide the required AMC services or breaches any of the terms and conditions of the work order, CSL reserves the right to:
 - i. CSL may terminate the contract with 15 days' notice forfeiting the security deposit.
 - ii. CSL may withhold or deduct payments for non-performance.
 - iii. CSL may engage an alternative service provider at the risk and cost of the contractor.
 - 36. Payment Terms**
 1. The payment for the service will be released each quarter in arrears, within 30 days against the invoice submitted by the contractor for the respective quarter.
 2. The contractor must use the online portal facility available to upload the soft copy of the invoices (Digitally Signed or Not Signed).
 3. The contractor must clearly indicate his GST number invariably in all his bills/invoices.
 4. The payment will be released after adjusting the applicable penalty charges in each quarter as per the service level agreement (SLA).
 5. Payments from CSL will be made only through NEFT/RTGS mode and necessary details must be furnished by contractor to CSL Finance Dept.
 6. No advance payments will be released for any of the services or procurement of any parts or spares.
 - 37. Security Deposit**
 1. The **successful bidder** must remit a security deposit of **Rs 42,350/-** after receiving purchase order from CSL.
 2. This deposit shall be provided in the form of a bank guarantee, as per CSL format in Annexure IV, issued by a nationalized or scheduled bank in India, to ensure satisfactory contract performance and enforcement of agreed performance.
 3. The bank guarantee shall remain valid until the completion of the contract, with an additional grace period of 28 days.
 - 38. Service Level Agreement and Penalty Clauses:**
 1. The Contractor must ensure that all complaints registered are attended within next business day, failing which a penalty will be imposed as per Penalty clause listed below.
 2. The contractor must ensure that the printer shall be repaired and made functional within 3 days, including the part replacement, failing which a penalty will be imposed as per Penalty clause listed below.
 3. The contractor must ensure a preventive maintenance is performed once in every three months, failing which a penalty will be imposed as per penalty clause listed below.

Table 1 Penalty Charges

Penalty charges		
SL No	Item	Charges per day (Rs)
1	Failure to attend the complaint within Next Business Day	50.00
2	Downtime charges after 3 days of complaint registration	200.00
3	Non-Compliance on Preventive Maintenance	50.00 per device

39. Earnest Money Deposit (EMD)

1. The bidder is required to submit an Earnest Monet Deposit (EMD) of Rs. **12,500/-** (Rs. Twelve Thousand Five Hundred only) via demand draft or online payment, payable to "Cochin Shipyard Ltd" and payable at Kochi.
2. Firms having valid CSL registration for similar works with a financial limit equal to or more

- than the cost of the work are exempted from payment of EMD. All such firms who intend to avail EMD exemption shall invariably enclose a copy of their valid CSL registration certificate along with Techno-Commercial bid.
3. Firms having valid SSI/NSIC/MSME/MSE registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME registration certificate to claim EMD exemption.
 4. No pending bill adjustments towards EMD amount are permitted.
 5. The EMD amount of unsuccessful bidders will be returned after finalization of the order. EMD amount of successful bidder will be released after submission of PBG.
 6. Bids not accompanied by the requisite amount of Earnest money shall be rejected out rightly.
 7. The EMD shall be forfeited by bidder in the following events.
 - a) If Bid is withdrawn during the validity period of any extension thereof duly agreed by the Bidder.
 - b) If Bid is varied or modified in a manner not acceptable to CSL during the validity period or any extension of the validity duly agreed by the Bidder.
 - c) If it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions.
 8. Following details can be used for online payment of EMD.

Bank	State Bank of India
IFSC	SBIN0004062
Account No. of Cochin Shipyard Ltd	10319928321

40. Cochin Shipyard Ltd reserves the right to cancel the tender at any stage without assigning any reason.
 41. Award & Acceptance of Contract - The successful bidder must exercise utmost care in executing the contract and ensure its completion within the stipulated contract period.
 42. Language of the Bid – The bid as well as all the related documents, conversations and correspondence must be in English language.
 43. The bidders must affix sign and seal on all pages of the tender document.
6. OBLIGATIONS OF COCHIN SHIPYARD
1. The Cochin Shipyard shall pay the Annual maintenance charges for the items as per the quoted rates. Payments will be made in arrears at the end of each quarter, subject to the contractor's performance during that quarter.
 2. Cochin Shipyard shall be responsible for assuring the proper use, management, and supervision of the equipment.
7. FORCE MAJEURE
- Should 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 constructed as is usually agreed, to be justified by the circumstance of the case. The occurrence/cessation of force majeure situation is to informed with documentary evidence within 15 days from the date of occurrence/cessation.
8. CONFIDENTIALITY
- This request for proposal and all materials submitted by CSL for this purpose, must be considered confidential, and may not be distributed or used for any purpose other than the preparation of a response for submission to CSL. The Bid documents shall remain the exclusive property of the CSL without any right to the Bidder to use them for any purpose other than the preparation of a response for submission to CSL. **Non-disclosure agreement (NDA)** as per Annexure III 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.

9. 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, Kerala, India.

10. RIGHT TO TERMINATE THE PROCESS

CSL may terminate the bidding process at any time without assigning any reason. CSL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

11. TERMINATION OF THE CONTRACT

The contract with the successful bidder may be terminated in the following circumstances:

1. In the event of the successful bidder 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 successful bidder and to claim from the vendor any resultant loss sustained or costs incurred.
2. When the successful bidder 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.
3. When both parties mutually agree to terminate the contract.
4. If the successful bidder subcontracts or transfers or assigns the contract or any part thereof to a third party.

12. ANNEXURE I – TECHNO-COMMERCIAL BID FORMAT

The techno-commercial bid should contain the following documents. Failure to meet the below pre-qualification criteria shall result in rejection of bids.

ANNEXURE I-A: BIDDER DETAILS

1.	Name of the Company: (As in the Registration Certificate) Registration Certificate No: (Copy need to be attached)	
2.	Address (with Tel. No., Fax no. & E-mail address)	
3.	Contact Person/Account Manager for CSL	[Attach Escalation Matrix including Contact number]
4.	The number of years of experience in multi-function printer maintenance business.	
5.	List of main customers in Kerala/India.	
8.	PAN No:	[Attach proof of certificate]
9.	GST No	[Attach proof of certificate]

ANNEXURE I-B: PRE-QUALIFICATION COMPLIANCE SHEET

SL	DESCRIPTION	COMPLIANCE (Y/N)	PROOF
1	The bidder should attach a valid Manufacturer Authorization Form (MAF) from Toshiba and/or Konica Minolta. Bidder who attach MAF from Toshiba will be eligible to quote for Toshiba printers, and bidders who attach MAF from Konica Minolta will be eligible to quote for Konica Minolta printer.		Attach documentary proofs
2	The bidder should have experience in executing Per-copy rate contract or annual maintenance contracts for Multifunction printers. The bidder must attach work order or invoices or completion certificate as proof.		Attach documentary proofs
3	The bidder should have a full-fledged local		Attach documentary proofs

	Service/Support office inside Kerala state to ensure timely delivery of maintenance services and prompt supply of toners and spare parts.		
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ANNEXURE I-C : DETAILS OF AMC CONTRACTS

Copy of executed work order or invoices or completion certificate to be attached.

SL No	Name of Organization	Period of AMC	Contract Value in Rs	Customer Contact details	Details of hardware handled

DECLARATION

I hereby certify that the information furnished above is complete, true, and correct to the best of my knowledge. Also, I hereby fully agree that the CSL will have all the rights, without prior intimation to me, to cancel the contracts, give tender holiday to my firm and not to engage me in any of the business transactions with CSL for the next two years, if any of the information furnished above is false or any of the documents submitted above is incorrect.

Authorized Representative Name:	Place:
Designation:	Date:
Signature:	
Company Name:	
Seal of company:	

13. ANNEXURE II LIST OF HARDWARE

ANNEXURE II-A: LIST OF TOSHIBA MULTIFUNCTION PRINTERS UNDER AMC

SL NO	ITEM DESCRIPTION	QTY	AMC (YEARS)
1	Toshiba e-Studio 3008A	04	02
2	Toshiba e-Studio 3018A	03	02
3	Toshiba e-Studio 3508A	02	02

ANNEXURE II-B: LIST OF KONICA MINOLTA MULTIFUNCTION PRINTERS UNDER AMC

SL NO	ITEM DESCRIPTION	QTY	AMC (YEARS)
1	Konica Minolta Bizhub 367	01	02

14. ANNEXURE III – NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into this, by and between Cochin Shipyard Limited, COCHIN SHIPYARD LIMITED (CSL) a Government of India undertaking under Ministry of Shipping and having its Registered Office at Administrative Building, P.O Bag No: 1653, Perumanoor P.O, Kochi 682015 which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its nominees, successors and permitted assigns) of the ONE PART;

AND

Company Name
Address.....
..... hereinafter referred to as the "Receiving Party", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns, of the OTHER PART.

(Company Name and Cochin Shipyard Ltd shall hereinafter be referred individually as "Party" and collectively as "Parties")

WHEREAS, the Disclosing Party is a premier shipyard in India carrying on ship building and ship repair activities.

WHEREAS, the Receiving Party is engaged in the business of
.....
.....

WHEREAS, the Receiving Party and Disclosing Party are entering into a Contract/ contemplate a relationship for the purpose of Annual Maintenance Contract (AMC) for Multifunction Printers at per copy rate (hereinafter referred to as the "Transaction") and in the process of conducting the Transaction by the Receiving Party, the Disclosing Party shall disclose to the Receiving Party certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential.

AND WHEREAS, in consideration of the disclosure of such Confidential Information to the Receiving Party by the Disclosing Party, Receiving Party agrees to keep the Confidential Information in strict confidential in accordance with the terms and conditions set forth in this Agreement and undertakes

not to disclose the Confidential Information to any individual/person/entity/ group of persons.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. EFFECTIVE DATE

The effective date of this Agreement shall be the date of signing of this Agreement. DEFINITION OF CONFIDENTIAL INFORMATION

The parties hereto agree that for the purposes of this agreement, the Confidential Information shall mean and include all documents, forms, papers, designs or other records and information in whatever form gathered and/or received by the Receiving Party in pursuance of its duties and such data, documents, material and information, which are not available in the public domain and which shall include but not be limited to information relating to the products, Equipment, manuals, Instructions, software, customers, prospective customers, business plans, business opportunities, business ventures, strategic plans, finances, financial condition, projections, marketing strategies, programs, research, development, derivatives, copyrightable or copyrighted material, any translation, abridgment, revision or other form in which an existing work may be recast, transformed or adapted, patentable or patented material, any improvement thereon, material which is protected by trade secret, any new material derived from such existing trade secret material, including new material which may be protected by copyright, patent and/or trade secret, trademarks, trade names, designs, art work, or third party confidential information including information derived or developed on the basis of such information including any study material, analysis, notes, valuation etc., prepared by the Receiving Party in the process of the Transaction, in relation to the Disclosing Party, its subsidiaries, holding or associate companies or its affiliates or Business Partners whether or not explicitly designated as "Confidential Information" Disclosed or to be Disclosed by the Disclosing Party or the representatives of the Disclosing Party in any tangible form (including information transmitted in oral, written, electronic, magnetic or other form and also information transmitted visually or any other means) (here referred to as the "Confidential Information").

2. NONDISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION

The Receiving Party hereby agrees that the Confidential Information of the Disclosing Party will be used solely for the purpose of the Transaction and agrees and covenants that it shall not disclose, publish, or disseminate Confidential Information to anyone other than the employees of the Receiving Party on a need to know basis, and Receiving Party agrees to take precautions which shall at all times be at least to the same extent the Receiving Party protects its own Confidential Information, to prevent any unauthorized use, disclosure, publication, or dissemination of Confidential Information. It shall be the responsibility of the Receiving Party to ensure that those employees who receive the Confidential Information on a need-to-know basis are bound by the confidentiality obligations mentioned herein.

The Receiving Party agrees to accept and use Confidential Information for the sole purpose of the Transaction and not for any third party's benefit. The Receiving Party agrees not to use Confidential Information without the prior written approval of the Disclosing Party or an authorized representative of the Disclosing Party in each instance. The Parties agree that if any disclosure of such Confidential Information is required to be made by the Receiving Party upon requisition by any Statutory Authority or any Court of Law, such a disclosure shall be upon prior notice to the

Disclosing Party, to enable the Disclosing Party to take protective measures against such disclosure requirement.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

All Confidential Information disclosed by the Disclosing Party and any Derivatives thereof, created by the Disclosing Party, remains the property of the Disclosing Party; and no license or other rights whatsoever to Confidential Information is granted or implied hereby.

4. RETURN OF DOCUMENTS

Within seven business days of the written request of the Disclosing Party or upon termination or expiration of this Agreement, the Receiving Party will at the option of the Disclosing Party, return to the Disclosing Party or destroy and/or certify destruction of all documents and copies and other tangible objects thereof containing Confidential Information. For the purposes of this section, the term "documents and copies" includes all information fixed in any tangible medium of expression, in whatever form or format. Receiving Party also agrees to purge all copies of Confidential Information stored in electronic memories or media.

5. EQUITABLE RELIEF

The Receiving Party hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to the Disclosing Party that may be difficult to ascertain. Accordingly, Receiving Party agrees that the Disclosing Party will have the right to seek and obtain immediate injunctive relief to enforce obligations under this Agreement without prejudice to any other rights and remedies it may have in law or under this Agreement. The Receiving Party shall be liable for all loss, damages, expenses (including Advocates fee) incurred or suffered by the Disclosing Party as a result of the breach of this Agreement by the Receiving Party or its employees.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written agreement signed by authorized representatives of both parties.

7. NO WAIVER OF RIGHTS

It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

8. DISPUTE RESOLUTION

Any disputes or differences arising between the parties hereto from and out of any of the provisions of the agreement as to the construction, meaning or effect thereof or as to the rights or liabilities of the parties hereto, either during the term of this agreement or upon expiration thereof shall be settled amicably by mutual accord by the parties within 30 days from the date of such disputes.

9. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the Republic of India. The Courts at Ernakulam alone shall have jurisdiction to entertain and try all matters arising

from and out of this agreement.

10. TERM

This Agreement shall remain in effect for a period of year from the date hereof, provided that Receiving Party's duty to protect the Disclosing Party's Confidential Information shall survive expiration of termination of this Agreement.

11. TERMINATION AND CONSEQUENCES

The Disclosing party may terminate this Agreement at any time during the tenure without assigning any reason whatsoever. Upon termination of this Agreement either by efflux of time or prior determination as provided herein above, the Receiving Party shall promptly upon the request of Disclosing Party, either return to Disclosing party or at the Disclosing party's option destroy all Confidential Information, as referred in Clause 5.

12. DISCLAIMERS

Neither this Agreement nor any disclosure of Information made under it grants the Receiving Party any right or license under any trademark, copyright or patent now or subsequently owned or controlled by the Disclosing Party, unless expressly agreed otherwise in writing.

13. ASSIGNMENT

The Receiving Party shall not have the right to assign or otherwise transfer, in whole or in part, any of its rights or obligations under this Agreement.

14. SEVERABILITY

If any condition, clause or provision of this Agreement is held or found by a court to be invalid, void, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

15. SURVIVAL

The terms and provisions of this agreement that by their nature and contents are intended to survive the performance hereof by any or all the parties hereto shall so survive the completion and / or termination of this agreement.

16. RELATIONSHIP

This agreement shall not be construed to create any relationship either of employee/employer, joint venture, principal/agent, partnership/associate or any other relationship of a like nature between the parties hereto or between either party and the employees, agents and representatives of the other party.

17. NOTICES

All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier, registered or certified mail or facsimile. The address for service of each Party and its facsimile number is set out under its name on the signing pages hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of the Agreement duly authorized by all necessary and appropriate action to execute

this Agreement.

Signed for and on behalf of

COCHIN SHIPYARD LIMITED.

Signed for and on behalf

.....

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

**Address: COCHIN SHIPYARD LTD
KOCHI 682015**

Address:

Fax No.:

Fax No.:

15. ANNEXURE IV – 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) (here in after 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) 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 Indian Rupees.

16. ANNEXURE V - LETTER OF CONFIRMATION / DECLARATION

To,

The Senior Manager (IT)
Design Department, 3rd floor,
Administrative Building,
Cochin Shipyard Ltd
Perumanoor PO, Kerala Cochin – 682 015.

REF: Tender No: CSL/DESIGN/IT/SER/AMC-MFP/2025/5

Dear Sir,

We confirm that we will abide by the conditions mentioned in the Tender Document (RFP and annexure) in full and without any deviation.

Our company is agreeable to provide the services as per the RFP. We agree to all the terms and conditions of the Tender No: CSL/DESIGN/IT/SER/AMC-MFP/2025/5

We shall observe confidentiality of all the information passed on to us in course of the Annual Maintenance Contract of Multi-function printers at per copy rate for two years at CSL and shall not use the information for any other purpose than the current tender.

I certify that the information provided above is to the best of my knowledge true and correct.

Authorized Representative Name:	Place:
Designation:	Date
Signature:	
Company Name:	
Seal of Company:	

17. ANNEXURE VI - PRICE BID FORMAT

ANNEXURE VI-A PRICE BID FORMAT FOR TOSHIBA MULTI FUNCTION PRINTER AT PER COPY RATE *

SL NO	ITEM DESCRIPTION	QTY	Per Copy Rate in Rs
1	Toshiba e-Studio 3008A	04	
2	Toshiba e-Studio 3018A	03	
3	Toshiba e-Studio 3508A	02	

ANNEXURE VI-B PRICE BID FORMAT FOR KONICA MINOLTA MULTI FUNCTION PRINTER AT PER COPY RATE *

SL NO	ITEM DESCRIPTION	QTY	Per Copy Rate in Rs
1	Konica Minolta Bizhub 367	01	

*Bidder can quote for the printers where they qualify as an authorized service provider.

*The **Lowest Bidder (L1)** will be determined **separately** for Annexure VI-A (Toshiba printers) and Annexure VI-B (Konica Minolta printer).

*This format is for reference only. Do not fill the price details in **Technical bid** of the tender submission.

*The bidder shall submit the price bid strictly in this format and shall be placed only in the commercial offer.

Date:
Seal

Authorized Signatory with Company

