

COCHIN SHIPYARD LIMITED

(A Government of India Enterprise)



TENDER DOCUMENT

RATE CONTRACT FOR SUPPLY OF PRINTER CARTRIDGES

(For Two Years)

TENDER NO.: CSL/MAT/MSC/176/24 dated 11.11.2024

COCHIN SHIPYARD LIMITED

PO BAG # 1653, PERUMANOOR POST

COCHIN - 682015

CONTACT NO.: 0484 250 1580, +91 8714630942

WEB: www.cochinshipyard.in

TENDER DUE ON
25 November 2024, 15:30 Hrs (IST)

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TENDER NOTICE

Sealed tenders super scribing the ‘TENDER ENQUIRY NUMBER, DUE DATE & TIME’ on the envelope, are invited in Two bid system (Two separate covers – Cover 1: Technical Bid and Cover 2: Price Bid) from OEM and OEM authorized dealers/distributors towards RATE CONTRACT FOR SUPPLY OF PRINTER CARTRIDGES FOR A PERIOD OF TWO YEARS FOR COCHIN SHIPYARD LIMITED.

The tender documents shall reach the office of the Deputy General Manager, Materials Department, Cochin Shipyards Ltd, Cochin – 682015, Kerala on or before the ‘Due date and Time’ indicated below.

1.	Tender Enquiry No.	CSL/MAT/MSC/176/24 dated 11 November 2024
2.	Name of the Tender	RATE CONTRACT FOR SUPPLY OF PRINTER CARTRIDGES FOR A PERIOD OF TWO YEARS
3.	Downloading of Tender Documents	Tender documents can be downloaded from: https://www.cochinshipyard.in https://eprocure.gov.in/cppp
4.	Due date and time for Tender Submission	25 November 2024 till 15:00 hrs
5.	Date and time of opening of Technical bids	25 November 2024 at 15:30 hrs
6.	Date and Time of opening of price bid	Will be intimated to Technically Qualified Bidders on completion of evaluation of Technical bids by CSL.
7.	Correspondence details for pre-bid queries & submission of bids	E-mail : vishnu.mohan@cochinshipyard.in : matens@cochinshipyard.in Contact No.: 0484 250 1580 +91 8714630942

The Bidders are advised to read the tender document carefully. Submission of Bids shall be deemed to have been done after careful examination of the tender document with full understanding of its implications. **Only OEM/OEM authorized dealers/distributors in Kerala** shall participate in the tender. Valid authorization certificate received from OEM to be submitted along with the technical bid (cover-1), failing of which, offer will not be considered for further evaluation.

I. MINIMUM ELIGIBILITY CRITERIA

Manufacturers/Wholesalers/Distributors in Kerala are eligible to participate in the tender, provided that:

- a. The vendor must be a registered supplier/reseller of OEM and should submit Tender specific Manufacturer/OEM Authorization Certificate from the OEM along with the technical bid. Failure to comply with the above criteria will result in rejection of the bid. The OEM authorization certificate will be verified with the concerned OEMs for genuineness. The technical evaluation of all the bids will be finalised after obtaining confirmation from the OEM.
- b. The Bidder shall have valid GST certificate.

II. SPECIAL CONDITIONS

- a. This is a Rate-contract **for Two years** for the supply of **Printer Cartridges** for CSL. The rates quoted shall be **firm and fixed for Two years** from the date of award of rate contract.
- b. The details of the required cartridges are shown in Annexures I & II and the quantity shown is an indicative quantity **for Two years**.
- c. The order will be placed on '**need basis**' i.e. as per the requirement of CSL. 100% payment shall be released within 45 days from the date of receipt and acceptance of item at CSL for the delivered quantity.
- d. Only **ORIGINAL** cartridges (from OEMs) are acceptable. Duplicate/refilled/equivalent type cartridges are not acceptable.

III. GENERAL CONDITIONS

- a. Bidders shall visit the website of the Cochin Shipyard Ltd./Govt. website for information/ general notices/ amendments to the Tender Document on a day-to-day basis, till the tender is concluded.
- b. The bidder should not have been blacklisted / put on tender holiday by any State Govt. or Central Govt. Organization.
- c. The tender documents should be clearly filled/typed without any correction, interpolation and overwriting. Each page of the tender document should bear 'seal and dated signature' of the tenderer.
- d. If any information or documents furnished by the tenderer found to be misleading/incorrect at any stage, the bid will summarily be rejected.
- e. CSL reserves the right to accept / reject any or all the bids or any part thereof without assigning any reason thereof.

IV. DOCUMENTS TO BE SUBMITTED

Bids must be submitted either via email or as a hard copy. If submitting via email, the price bid must be password-protected. Hard copy bids must be provided in two separate sealed envelopes: Envelope 1 for the Technical Bid and Envelope 2 for the Price Bid, each clearly marked in bold letters. Both the Technical Bid (Envelope 1) and the Price Bid (Envelope 2) must be submitted together in a separate sealed envelope (Envelope 3) that is labelled with the Tender Number, Tender Name, and Due Date.

a. TECHNICAL BID

Sealed Cover 1 marked as “Technical Bid” with Tender No. & date, Tender Name and Due date shall comprise of the following:

- i. Copy of OEM/Manufacturer Authorization certificate (Self attested).
- ii. Copy of PAN Card & GST registration certificate of bidder (Self attested).
- iii. Un-priced bid in format as per Annexure-I (“Quoted or Not quoted” shall be indicated against each item).
- iv. Compliance to General Terms and Conditions duly filled as per Annexure-III.
- v. Declaration as per format at Annexure-IV.
- vi. Company Profile, Details such as Name, address, telephone no., e-mail of the bidder / contact person (Annexure-V).
- vii. All pages of the tender duly signed and stamped by the bidder.
- viii. Deviations, if any in the offer from that of the tender enquiry in any form, as per Clause 12(b) of General Terms & Conditions-Compliance Matrix(Annexure-III), a “List of Deviations” to be attached as Annexure-IX.

b. PRICE BID

Sealed Cover 2 marked as “Price Bid” with Tender No. & date, Tender Name and Due date, signed and stamped in each page shall be submitted along with the technical bid.

The price of Cartridges shall be quoted as per CSL Price bid format at Annexure-II.

V. EVALUATION

On completion of evaluation of Technical bids by CSL, Price bids of the technically qualified bidders will be opened. Intimation regarding Price Bid Opening shall be duly given to the technically qualified bidders.

VI. DISCOUNTING OF BILLS THROUGH TReDS PORTAL

Cochin Shipyard Ltd (CSL) has registered in the TReDS portal viz. RXIL, MIXchange and Invoice Mart and encourages its MSME suppliers / vendors / contractors to discount their invoices on TReDS, if they so desire. Those MSME suppliers/ vendors / contractors who have registered in the TReDS portal may upload the invoice in the respective portal, under intimation to the concerned procuring officer in CSL. MSME suppliers / vendors/ contractors are to check with the concerned

procuring officers in CSL regarding Quality Inspection status, wherever applicable, before uploading the invoices in TReDS portal.

VII. DELIVERY TERMS & CONDITIONS

- a. After entering into rate contract with the L1 bidder, separate purchase orders will be placed on 'need basis' i.e. as per the requirement of CSL. The supplier shall deliver the items required by CSL at the destination (CSL IS Department) within 07 days from the date of intimation from CSL.
- b. Leaked / soiled / broken containers and items with damaged labels will not be accepted.
- c. Printed Packing Slip containing full details about the contents (Name, Quantity, Batch No., Expiry date etc.) should be pasted on every package delivered at CSL.
- d. Labels on boxes/cartons and other items should be clear, legible and well stuck. Packing material should be eco-friendly.
- e. Probable issues that may occur during the time of supply of Cartridges including leakage/damage/non-suitability while installing into printers etc. to be addressed immediately and necessary action for repair/replacement to be taken by the supplier in such cases. Defective items are to be taken back by the supplier at his own cost after providing replacement within 03 working days of reporting the defect. In case the defective items are not taken back within the said period, CSL reserves the right to dispose the same without further intimation.

VIII. REJECTION OF THE TENDER

The offer will be summarily rejected,

- a. If any of the above said documents are not included in the tender bid.
- b. If the price bid is not as per CSL price-bid format at Annexure-II.

LIST OF CARTRIDGES

(To be filled in and submitted along with the Technical bid – Cover 1)

Sl.No.	MAKE	ITEM DESCRIPTION	TYPE	QTY FOR 2 YEARS	UNIT	WHETHER QUOTED/ NOT QUOTED
1	BROTHER	BROTHER TN 3448	Black	14	EACH	
2	BROTHER	BROTHER TN-2260	Black	52	EACH	
3	BROTHER	BROTHER TN-3448	Black	14	EACH	
4	CANON	CANON 333 BLACK	Black	26	EACH	
5	CANON	CANON PFI-8310 BK -160 ml	Black	4	EACH	
6	CANON	CANON 045-BLACK	Black	18	EACH	
7	CANON	CANON 045-CYAN	Color	14	EACH	
8	CANON	CANON 045-MAGENTA	Color	14	EACH	
9	CANON	CANON 045-YELLOW	Color	14	EACH	
10	CANON	CANON 054 BLACK	Black	4	EACH	
11	CANON	CANON 303	Black	12	EACH	
12	CANON	CANON 309	Black	6	EACH	
13	CANON	CANON 326	Black	64	EACH	
14	CANON	CANON 329 BLACK	Black	10	EACH	
15	CANON	CANON 329 CYAN	Color	10	EACH	
16	CANON	CANON 329 MAGENTA	Color	10	EACH	
17	CANON	CANON 329 YELLOW	Color	10	EACH	
18	CANON	CANON 337	Black	84	EACH	
19	CANON	CANON GI -70 PG BLACK	Black	6	EACH	
20	CANON	CANON 750-PGBK	Black	12	EACH	
21	CANON	CANON 751 BLACK	Black	4	EACH	
22	CANON	CANON 751 CYAN	Color	8	EACH	
23	CANON	CANON 751 MAGENTA	Color	6	EACH	
24	CANON	CANON 751 YELLOW	Color	8	EACH	
25	CANON	CANON 790 YELLOW	Color	10	EACH	
26	CANON	CANON 912	Black	14	EACH	
27	CANON	CANON 925	Black	78	EACH	
28	CANON	CANON CARTRIDGE 046 BLACK	Black	8	EACH	
29	CANON	CANON CARTRIDGE 046 CYAN	Color	10	EACH	
30	CANON	CANON CARTRIDGE 046 MAGENTA	Color	8	EACH	
31	CANON	CANON CARTRIDGE 046 YELLOW	Color	10	EACH	
32	CANON	CANON FX9 BLACK TONER CARTRIDGE	Black	24	EACH	
33	CANON	CANON MC-30 MAINTENANCE CARTRIDGE	Black	8	EACH	
34	CANON	CANON NPG-67 CYAN TONNER CARTRIDGE	Color	6	EACH	
35	CANON	CANON NPG-67 MAGENTA TONER	Color	4	EACH	

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		CARTRIDGE				
36	CANON	CANON NPG-67 YELLOW TONNER CARTRIDGE	Color	4	EACH	
37	CANON	CANON PFI-8110 BK (BLACK)	Black	4	EACH	
38	CANON	CANON PFI-8110 C (CYAN)	Color	4	EACH	
39	CANON	CANON PFI-8110 M (MAGENTA)	Color	6	EACH	
40	CANON	Canon PFI-8110 MBK	Black	6	EACH	
41	CANON	CANON PFI-8110 Y (YELLOW)	Color	4	EACH	
42	CANON	CANON 726 BLACK	Black	10	EACH	
43	CANON	CANON 726 CYAN	Color	10	EACH	
44	CANON	CANON 726 MAGENTA	Color	10	EACH	
45	CANON	CANON 726 YELLOW	Color	10	EACH	
46	EPSON	EPSON RIBBON FX-2175	Black	6	EACH	
47	EPSON	EPSON T03Q BLACK	Black	10	EACH	
48	EPSON	EPSON T6931 PHOTO BLACK INK CARTRIDGE	Black	8	EACH	
49	EPSON	EPSON T6932 CYAN INK CARTRIDGE	Color	8	EACH	
50	EPSON	EPSON T6933 MAGENTA INK CARTRIDGE	Color	10	EACH	
51	EPSON	EPSON T6934 YELLOW INK CARTRIDGE	Color	10	EACH	
52	EPSON	EPSON T6935 MATTE BLACK INK CARTRIDGE	Black	10	EACH	
53	HP	HP 126A BLACK	Black	10	EACH	
54	HP	HP 126A CYAN	Color	10	EACH	
55	HP	HP 126A MAGENTA	Color	10	EACH	
56	HP	HP 126A YELLOW	Color	10	EACH	
57	HP	HP 12A	Black	58	EACH	
58	HP	HP 137A	Black	12	EACH	
59	HP	HP 16A	Black	4	EACH	
60	HP	HP 201A BLACK ORIGINAL LASERJET TONER	Black	6	EACH	
61	HP	HP 201A YELLOW ORIGINAL LASERJET TONER	Color	4	EACH	
62	HP	HP 202A BLACK ORIGINAL LASERJET TONER	Black	8	EACH	
63	HP	HP 202A CYAN ORIGINAL LASERJET TONER	Color	8	EACH	
64	HP	HP 202A MAGENTA ORIGINAL LASERJET TONER	Color	8	EACH	
65	HP	HP 202A YELLOW ORIGINAL LASERJET TONER	Color	8	EACH	
66	HP	HP 21 BLACK ORIGINAL INK CARTRIDGE	Black	4	EACH	
67	HP	HP 22 TRI-COLOR	Color	12	EACH	
68	HP	HP 30A BLACK LASERJET TONER CARTRIDGE	Black	6	EACH	
69	HP	HP 35A	Black	6	EACH	
70	HP	HP 36A	Black	44	EACH	
71	HP	HP 410A BLACK TONER CARTRIDGE	Black	4	EACH	
72	HP	HP 410A CYAN TONER CARTRIDGE	Color	4	EACH	

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73	HP	HP 410A MAGENTA TONER CARTRIDGE	Color	4	EACH	
74	HP	HP 410A YELLOW TONER CARTRIDGE	Color	4	EACH	
75	HP	HP 416A - BLACK	Black	8	EACH	
76	HP	HP 416A - CYAN	Color	8	EACH	
77	HP	HP 416A - MAGENTA	Color	8	EACH	
78	HP	HP 416A - YELLOW	Color	8	EACH	
79	HP	HP 46 BLACK	Black	20	EACH	
80	HP	HP 46 TRI COLOR	Color	20	EACH	
81	HP	HP 55A BLACK	Black	10	EACH	
82	HP	HP 680 BLACK	Black	38	EACH	
83	HP	HP 680 TRI-COLOR	Color	22	EACH	
84	HP	HP 702 INK JET CARTRIDGE (BLACK)	Black	14	EACH	
85	HP	HP 711 BLACK INK DESIGNJET INK CARTRIDGE	Black	24	EACH	
86	HP	HP 711 CYAN DESIGNJET INK CARTRIDGE	Color	24	EACH	
87	HP	HP 711 MAGENTA DESIGNJET INK CARTRIDGE	Color	24	EACH	
88	HP	HP 711 YELLOW DESIGNJET INK CARTRIDGE	Color	24	EACH	
89	HP	HP 803 BLACK INK CARTRIDGE	Black	16	EACH	
90	HP	HP 803 TRI-COLOR INK CARTRIDGE	Color	12	EACH	
91	HP	HP 818 BLACK	Black	16	EACH	
92	HP	HP 818 TRI COLOR	Color	16	EACH	
93	HP	HP 88A	Black	60	EACH	
94	HP	HP 932 BLACK OFFICEJET INK CARTRIDGE	Black	4	EACH	
95	HP	HP 932XL HIGH YIELD BLACK INK CARTRIDGE	Black	26	EACH	
96	HP	HP 933XL HIGH YIELD CYAN INK CARTRIDGE	Color	18	EACH	
97	HP	HP 933XL HIGH YIELD YELLOW INK CARTRIDGE	Color	26	EACH	
98	HP	HP 933XL HIGHYIELD MAGENTA INK CARTRIDGE	Color	22	EACH	
99	HP	HP 950XL HIGH YIELD BLACK ORIGINAL INK	Black	4	EACH	
100	HP	HP 951XL HIGH YIELD CYAN ORIGINAL INK	Color	4	EACH	
101	HP	HP 951XL HIGH YIELD MAGENTA ORIGINAL INK	Color	8	EACH	
102	HP	HP 951XL HIGH YIELD YELLOW ORIGINAL INK	Color	4	EACH	
103	HP	HP22 TRI COLOUR	Color	4	EACH	
104	KYOCERA	KYOCERA 1025 TONER BLACK CARTRIDGE	Black	8	EACH	
105	TVS	RIBBON FOR LIPI HD 250 GOLD	Black	20	EACH	
106	TVS	RIBBON FOR TVS LP 45 LITE	Black	4	EACH	
107	RICOH	RICOH SP310 BLACK TONER CARTRIDGE	Black	14	EACH	
108	SHARP	SHARP DX - 2500 -BLACK	Black	4	EACH	
109	SHARP	SHARP DX - 2500-CYAN	Color	4	EACH	

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110	SHARP	SHARP DX - 2500-MAGENTA	Color	4	EACH	
111	SHARP	SHARP DX - 2500-YELLOW	Color	4	EACH	
112	TALLY	TALLY GENICOM 6800/6600 RIBBON	Black	4	EACH	
113	TALLY	TALLY GENICOM 6810 RIBBON	Black	12	EACH	
114	TOSHIBA	TOSHIBA T5018P BLACK CARTRIDGE	Black	12	EACH	
115	TOSHIBA	TOSHIBA T-FC415P- K BLACK	Black	18	EACH	
116	TOSHIBA	TOSHIBA T-FC415P- C CYAN	Color	18	EACH	
117	TOSHIBA	TOSHIBA T-FC415P- M MAGENTA	Color	18	EACH	
118	TOSHIBA	TOSHIBA T-FC415P- Y YELLOW	Color	18	EACH	
119	TOSHIBA	TOSHIBA T2309P	Black	16	EACH	
120	TOSHIBA	TOSHIBA T-2323P	Black	10	EACH	

PRICE BID FORMAT
(To be filled in and submitted in Cover 2)

Sl.No.	MAKE	ITEM DESCRIPTION	TYPE	QTY FOR 2 YEARS	UNIT	UNIT RATE (Rs.)	GST (%)	TOTAL AMOUNT INCLUDING GST (Rs.)
1	BROTHER	BROTHER TN 3448	Black	14	EACH			
2	BROTHER	BROTHER TN-2260	Black	52	EACH			
3	BROTHER	BROTHER TN-3448	Black	14	EACH			
4	CANON	CANON 333 BLACK	Black	26	EACH			
5	CANON	CANON PFI-8310 BK -160 ml	Black	4	EACH			
6	CANON	CANON 045-BLACK	Black	18	EACH			
7	CANON	CANON 045-CYAN	Color	14	EACH			
8	CANON	CANON 045-MAGENTA	Color	14	EACH			
9	CANON	CANON 045-YELLOW	Color	14	EACH			
10	CANON	CANON 054 BLACK	Black	4	EACH			
11	CANON	CANON 303	Black	12	EACH			
12	CANON	CANON 309	Black	6	EACH			
13	CANON	CANON 326	Black	64	EACH			
14	CANON	CANON 329 BLACK	Black	10	EACH			
15	CANON	CANON 329 CYAN	Color	10	EACH			
16	CANON	CANON 329 MAGENTA	Color	10	EACH			
17	CANON	CANON 329 YELLOW	Color	10	EACH			
18	CANON	CANON 337	Black	84	EACH			
19	CANON	CANON GI -70 PG BLACK	Black	6	EACH			
20	CANON	CANON 750-PGBK	Black	12	EACH			
21	CANON	CANON 751 BLACK	Black	4	EACH			
22	CANON	CANON 751 CYAN	Color	8	EACH			
23	CANON	CANON 751 MAGENTA	Color	6	EACH			
24	CANON	CANON 751 YELLOW	Color	8	EACH			
25	CANON	CANON 790 YELLOW	Color	10	EACH			
26	CANON	CANON 912	Black	14	EACH			
27	CANON	CANON 925	Black	78	EACH			
28	CANON	CANON CARTRIDGE 046 BLACK	Black	8	EACH			
29	CANON	CANON CARTRIDGE 046 CYAN	Color	10	EACH			
30	CANON	CANON CARTRIDGE 046 MAGENTA	Color	8	EACH			
31	CANON	CANON CARTRIDGE 046 YELLOW	Color	10	EACH			
32	CANON	CANON FX9 BLACK TONER CARTRIDGE	Black	24	EACH			
33	CANON	CANON MC-30 MAINTENANCE CARTRIDGE	Black	8	EACH			

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34	CANON	CANON NPG-67 CYAN TONNER CARTRIDGE	Color	6	EACH			
35	CANON	CANON NPG-67 MAGENTA TONER CARTRIDGE	Color	4	EACH			
36	CANON	CANON NPG-67 YELLOW TONNER CARTRIDGE	Color	4	EACH			
37	CANON	CANON PFI-8110 BK (BLACK)	Black	4	EACH			
38	CANON	CANON PFI-8110 C (CYAN)	Color	4	EACH			
39	CANON	CANON PFI-8110 M (MAGENTA)	Color	6	EACH			
40	CANON	Canon PFI-8110 MBK	Black	6	EACH			
41	CANON	CANON PFI-8110 Y (YELLOW)	Color	4	EACH			
42	CANON	CANON 726 BLACK	Black	10	EACH			
43	CANON	CANON 726 CYAN	Color	10	EACH			
44	CANON	CANON 726 MAGENTA	Color	10	EACH			
45	CANON	CANON 726 YELLOW	Color	10	EACH			
46	EPSON	EPSON RIBBON FX-2175	Black	6	EACH			
47	EPSON	EPSON T03Q BLACK	Black	10	EACH			
48	EPSON	EPSON T6931 PHOTO BLACK INK CARTRIDGE	Black	8	EACH			
49	EPSON	EPSON T6932 CYAN INK CARTRIDGE	Color	8	EACH			
50	EPSON	EPSON T6933 MAGENTA INK CARTRIDGE	Color	10	EACH			
51	EPSON	EPSON T6934 YELLOW INK CARTRIDGE	Color	10	EACH			
52	EPSON	EPSON T6935 MATTE BLACK INK CARTRIDGE	Black	10	EACH			
53	HP	HP 126A BLACK	Black	10	EACH			
54	HP	HP 126A CYAN	Color	10	EACH			
55	HP	HP 126A MAGENTA	Color	10	EACH			
56	HP	HP 126A YELLOW	Color	10	EACH			
57	HP	HP 12A	Black	58	EACH			
58	HP	HP 137A	Black	12	EACH			
59	HP	HP 16A	Black	4	EACH			
60	HP	HP 201A BLACK ORIGINAL LASERJET TONER	Black	6	EACH			
61	HP	HP 201A YELLOW ORIGINAL LASERJET TONER	Color	4	EACH			
62	HP	HP 202A BLACK ORIGINAL LASERJET TONER	Black	8	EACH			
63	HP	HP 202A CYAN ORIGINAL LASERJET TONER	Color	8	EACH			
64	HP	HP 202A MAGENTA ORIGINAL LASERJET TONER	Color	8	EACH			
65	HP	HP 202A YELLOW ORIGINAL LASERJET TONER	Color	8	EACH			

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66	HP	HP 21 BLACK ORIGINAL INK CARTRIDGE	Black	4	EACH			
67	HP	HP 22 TRI-COLOR	Color	12	EACH			
68	HP	HP 30A BLACK LASERJET TONER CARTRIDGE	Black	6	EACH			
69	HP	HP 35A	Black	6	EACH			
70	HP	HP 36A	Black	44	EACH			
71	HP	HP 410A BLACK TONER CARTRIDGE	Black	4	EACH			
72	HP	HP 410A CYAN TONER CARTRIDGE	Color	4	EACH			
73	HP	HP 410A MAGENTA TONER CARTRIDGE	Color	4	EACH			
74	HP	HP 410A YELLOW TONER CARTRIDGE	Color	4	EACH			
75	HP	HP 416A - BLACK	Black	8	EACH			
76	HP	HP 416A - CYAN	Color	8	EACH			
77	HP	HP 416A - MAGENTA	Color	8	EACH			
78	HP	HP 416A - YELLOW	Color	8	EACH			
79	HP	HP 46 BLACK	Black	20	EACH			
80	HP	HP 46 TRI COLOR	Color	20	EACH			
81	HP	HP 55A BLACK	Black	10	EACH			
82	HP	HP 680 BLACK	Black	38	EACH			
83	HP	HP 680 TRI-COLOR	Color	22	EACH			
84	HP	HP 702 INK JET CARTRIDGE (BLACK)	Black	14	EACH			
85	HP	HP 711 BLACK INK DESIGNJET INK CARTRIDGE	Black	24	EACH			
86	HP	HP 711 CYAN DESIGNJET INK CARTRIDGE	Color	24	EACH			
87	HP	HP 711 MAGENTA DESIGNJET INK CARTRIDGE	Color	24	EACH			
88	HP	HP 711 YELLOW DESIGNJET INK CARTRIDGE	Color	24	EACH			
89	HP	HP 803 BLACK INK CARTRIDGE	Black	16	EACH			
90	HP	HP 803 TRI-COLOR INK CARTRIDGE	Color	12	EACH			
91	HP	HP 818 BLACK	Black	16	EACH			
92	HP	HP 818 TRI COLOR	Color	16	EACH			
93	HP	HP 88A	Black	60	EACH			
94	HP	HP 932 BLACK OFFICEJET INK CARTRIDGE	Black	4	EACH			
95	HP	HP 932XL HIGH YIELD BLACK INK CARTRIDGE	Black	26	EACH			
96	HP	HP 933XL HIGH YIELD CYAN INK CARTRIDGE	Color	18	EACH			

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97	HP	HP 933XL HIGH YIELD YELLOW INK CARTRIDGE	Color	26	EACH			
98	HP	HP 933XL HIGHYIELD MAGENTA INK CARTRIDGE	Color	22	EACH			
99	HP	HP 950XL HIGH YIELD BLACK ORIGINAL INK	Black	4	EACH			
100	HP	HP 951XL HIGH YIELD CYAN ORIGINAL INK	Color	4	EACH			
101	HP	HP 951XL HIGH YIELD MAGENTA ORIGINAL INK	Color	8	EACH			
102	HP	HP 951XL HIGH YIELD YELLOW ORIGINAL INK	Color	4	EACH			
103	HP	HP22 TRI COLOUR	Color	4	EACH			
104	KYOCERA	KYOCERA 1025 TONER BLACK CARTRIDGE	Black	8	EACH			
105	TVS	RIBBON FOR LIPI HD 250 GOLD	Black	20	EACH			
106	TVS	RIBBON FOR TVS LP 45 LITE	Black	4	EACH			
107	RICOH	RICOH SP310 BLACK TONER CARTRIDGE	Black	14	EACH			
108	SHARP	SHARP DX - 2500 -BLACK	Black	4	EACH			
109	SHARP	SHARP DX - 2500-CYAN	Color	4	EACH			
110	SHARP	SHARP DX - 2500-MAGENTA	Color	4	EACH			
111	SHARP	SHARP DX - 2500-YELLOW	Color	4	EACH			
112	TALLY	TALLY GENICOM 6800/6600 RIBBON	Black	4	EACH			
113	TALLY	TALLY GENICOM 6810 RIBBON	Black	12	EACH			
114	TOSHIBA	TOSHIBA T5018P BLACK CARTRIDGE	Black	12	EACH			
115	TOSHIBA	TOSHIBA T-FC415P- K BLACK	Black	18	EACH			
116	TOSHIBA	TOSHIBA T-FC415P- C CYAN	Color	18	EACH			
117	TOSHIBA	TOSHIBA T-FC415P- M MAGENTA	Color	18	EACH			
118	TOSHIBA	TOSHIBA T-FC415P- Y YELLOW	Color	18	EACH			
119	TOSHIBA	TOSHIBA T2309P	Black	16	EACH			
120	TOSHIBA	TOSHIBA T-2323P	Black	10	EACH			

Note:

1. The rate quoted shall be on 'FOR CSL Kochi' basis.
2. Price bid in the above format shall be duly filled in and submitted in sealed envelope (Cover 2) super scribing "Price bid".

GENERAL TERMS AND CONDITIONS – COMPLIANCE MATRIX

Sl. No.	Description	Compliance by Supplier (YES/NO) In case of Non-compliance, please provide remarks.
1	Tenderers are to carefully go through the Tender document and adhere to the tender conditions, along with compliance to general terms and conditions. CSL have full right upon deviations, if any, including rejecting the offers with no reasons thereof.	
2	Tender document including all annexure duly filled and signed, should be submitted. Non receipt of the same may lead to rejection of offers.	
3	<u>PAYMENT TERMS:</u> 100% payment shall be released within 45 days from the date of receipt and acceptance of item at CSL for the delivered quantity.	
4	<u>MANUFACTURER/OEM AUTHORIZATION CERTIFICATE:</u> The vendor must be OEM or OEM authorized dealer and should submit Tender specific Manufacturer/OEM Authorization Certificate from the OEM along with the Technical bid. Failure to comply with the above criteria will result in rejection of the bid. The OEM Authorization Certificate will be verified with the concerned OEMs for genuineness. The technical evaluation of all the bids will be finalised after obtaining confirmation from the OEM.	
5	<u>CANCELLATION OF ORDER/RISK PURCHASE:</u> If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, CSL shall have the following rights. (a) To cancel the order partially or full with 15 days notice and to forfeit the security deposit, if any. (b) To impose tender holiday for the vendor for an appropriate period as decided by CSL (c) Risk Purchase To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.	

6	<p><u>EARNEST MONEY DEPOSIT (EMD):</u></p> <p>I. EMD of Rs.50,000/- (Rupees Fifty Thousand only) shall be remitted</p> <p>(a) directly in CSL Current account and Receipt/ UTR No to be submitted along with Technical Bid.</p> <p>Account details: Beneficiary Name: Cochin Shipyard Ltd CSL Current account no: 10319928321 Bank: State Bank of India IFSC Code: SBIN0003229</p> <p>OR</p> <p>(b) through Demand Draft / Bank Guarantee as per CSL standard format. Copy of EMD shall be submitted along with Part I Techno-Commercial Bid and EMD shall be delivered to Tender inviting authority.</p> <p>The offer without EMD would be considered as unresponsive and rejected.</p> <p>II. Firms having valid CSL registration and has executed similar contracts with a financial limit equal to or more than the cost of the subject requirement 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 and copy of contract, along with Techno-Commercial bid.</p> <p>III. No pending bill adjustments towards EMD amount are permitted.</p> <p>IV. The EMD amounts of unsuccessful bidders will be returned after finalization of the order. EMD amount of successful bidder will be released after submission of PBG.</p> <p>V. <u>EMD exemption</u></p> <p>Firms having valid SSI/NSIC/MSME UDYAM registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME UDYAM registration certificate to claim EMD exemption.</p> <p>VI. <u>Forfeiture of EMD:</u></p> <p>The EMD shall be forfeited by bidder in the following events.</p> <p>(a) If Bid is withdrawn during the validity period of any extension thereof duly agreed by the Bidder.</p>	
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	<p>(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.</p> <p>(c) If it is established that bidder has submitted forged documents / certificates / information towards fulfilment of any of the tender / contract conditions.</p>	
7	<p><u>SECURITY DEPOSIT/BANK GURANTEE:</u></p> <p>(a) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favour of Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per CSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>(b) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.</p> <p>(c) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later upgraded (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days (if applicable as per (b) above. Fixed Deposit Receipt (for equivalent amount of Security Deposit / WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favour of Cochin Shipyard Limited, Kochi.</p> <p>(d) The above SD/ WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process.</p> <p>(e) If the bidder is not agreeable to submission of SD/ warranty bank guarantee as per CSL general terms and conditions of enquiry, CSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.</p> <p>(f) However in cases where total quoted value is less than 20 lakhs (ie split order etc) and the order value of entire tendered items is more than Rs 20 lakhs, the aforesaid loading will be applied on individual items in following cases.</p> <p>(i) The bidder has not quoted for entire tendered quantity</p> <p>(ii) CSL has technically / commercially rejected a few items in the tender.</p> <p>(g) SD to be submitted within 4 weeks of receipt of order from yard.</p> <p>(h) Format of bank guarantee along with enquiry to be agreed, in general</p> <p>(i) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to CSL designated bank (for overseas bidders)</p>	
8	<p><u>FORCE MAJEURE CONDITION:</u></p> <p>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 construed as reasonable ground for an extension of time, CSL/ Supplier 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</p>	

	from the date of occurrence/ cessation.	
9	<p><u>LIQUIDATED DAMAGES:</u></p> <p>In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to CSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.).</p>	
10	<p><u>JURISDICTION:</u></p> <p>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 Cochin, India. Alternate dispute resolution mechanism can also be considered.</p>	
11	<p><u>ARBITRATION</u></p> <p>(a) Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the CSL Grievance Redressal Cell as per relevant clause of the Contract.</p> <p>(b) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfilment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrators nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.</p> <p>(c) Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Cochin.</p> <p>(d) Language of Arbitration: The Language of arbitration shall be English. Governing Law: The contract shall be governed by Indian Law.</p> <p>(e) In case of disputes, the same will be subjected to the jurisdiction of courts at Cochin, Kerala</p>	
12	<p><u>PRICING:</u></p>	

	a. Bidders should quote as per Clause- IV of Instructions to Bidders.	
	b. The offer submitted should be valid for acceptance for a period of four (04) months from the date of tender opening.	
	c. In case of withdrawal of the quotation after it is accepted, CSL reserve the rights to cancel the order, without prejudice to other penal actions including tender holiday after serving show cause notices, as deemed fit.	
	d. Un-priced bid (price bid without price) duly signed is to be submitted along with technical bid (cover 1). In the event of Price bid is different from the Unpriced bid submitted, CSL reserves the right to reject the offer at its discretion without any further discussion.	
	e. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the CSL, the tender is liable to be rejected and the same shall be intimated.	
	f. After submission of quotation/bid no unsolicited correspondence will be entertained.	
	g. CSL reserves the right to place order to the techno-commercially qualified lowest bidder/ bidders in full or individual items to the respective lowest bidders in the tender. The tender will be finalised based on individual item wise lowest bidder.	
13	<p><u>INTEGRITY PACT:</u></p> <p>As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for high value contracts, for ensuring transparency, equity and competitiveness in public procurement. If applicable, tenderer has to sign Pre-Contract Integrity Pact as per format given in Annexure-VIII and submit along with the offer.</p> <p>The above is applicable only if total basic price is above Rs.100.00 Lakh (present limit).</p>	
14	<p><u>GENERAL:</u></p> <p>a. Prior to price bid opening, CSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender.</p> <p>b. Deviations, if any in the offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as “List of Deviations” to be attached by the bidders as Annexure-IX, failing of which, it will be presumed that all the terms and conditions are acceptable.</p>	
15	<p><u>PURCHASE ORDER:</u></p> <p>a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by CSL based on agreed terms and conditions of tender.</p>	

	<p>b. Upon placement of order (by post or e-mail), the supplier shall submit the acknowledgement (i.e., signed and stamped copy of original/ scanned soft copy by e-mail) as a token of acceptance of order within 07 days. In case CSL does not receive the above, it will be deemed as accepted.</p>	
16	<p><u>DELIVERY:</u></p> <p>Delivery shall be as per Clause-VII (Delivery Terms & Conditions) of Instructions to Bidders.</p> <ul style="list-style-type: none">a. After entering into rate contract with the L1 bidder, separate purchase orders will be placed on ‘need basis’ i.e. as per the requirement of CSL. The supplier shall deliver the items required by CSL at the destination (CSL IS Department) within 07 days from the date of intimation from CSL.b. Payment: 100% payment shall be released within 45 days from the date of receipt and acceptance of item at CSL for the delivered quantity.c. CSL reserve the right to inspect the goods after receipt at CSL / prior to dispatch (by CSL or CSL authorized agency at its own cost).d. Probable issues at the time of supply of cartridges including leakage/damage/non suitability while installing into printers etc. to be addressed immediately and necessary actions to for repair/replacement to be taken by the supplier in such cases. Defective items are to be taken back by the supplier at his own cost after providing replacement within 03 working days of reporting the defect. In case the defective items are not taken back within the said period, CSL reserves the right to dispose the same without further intimation.	
17	<p>CSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and Statutory bodies under them as applicable to the contract from time to time.</p>	

DECLARATION FORM

I/We _____
_____ having My/our _____
office _____ at
_____ do declare
e that I/We have **carefully** read all the terms & conditions of tender
_____ for the supply of cartridges.

I/We will abide with all the terms & conditions set forth in the Tender No.

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. / Union Territory / Govt. of India / Govt. organisation / Govt. Health Institutions for supply of Not of Standard Quality (NSO) items / part-supply / non-supply.

I/We do hereby declare that the rates quoted by me/us are neither more than the Maximum Retail Price.

I/We agree that the Tender Inviting Authority can blacklist me/us for an appropriate period if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Tender terms & conditions.

I/We do hereby declare that I/We will supply the _____ as per the terms, conditions & specifications of the tender document. I/We further declare that we will supply the ordered items manufactured by the manufacturers as mentioned in the bid document.

Signature of the Bidder:

Date:

Name & Address of the Firm:

COMPANY PROFILE

1. Name of the firm:
2. Full Address:
3. E-mail Id:
4. Telephone No.:
5. Date of Establishment of firm:
7. Manufacturer / Wholesaler / Distributor:

Signature of the Bidder:

Date:

Name & Address of the Firm:

FORMAT OF BANK GUARANTEE TOWARDS EMD

To

COCHIN SHIPYARD LTD

(GOVT. OF INDIA ENTERPRISE,)

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

This deed of Guarantee made on Day ofTwo Thousandbetween CSL on one part and (Name and address of the bank) of the other part is as follows:

In consideration of CSL having allowed M/s.(herein after referred to as ‘the Contractor’) to submit Tender No.....without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as ‘the bank’) undertake to pay to CSL on demand the sum of money payable as Earnest Money in respect of the Tender Number.....made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by CSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by CSL or otherwise commits any breach of the terms and conditions of the tender.

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:

Your signed statement certifying that the Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

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

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till CSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for 6 months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the bank within 3 months after the said period in which case the same shall be enforceable.

TENDER No.: CSL/MAT/MSC/176/24 dated 11.11.2024

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. This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance of the contract between the contractor and CSL or any neglect, indulgence or forbearance by CSL.

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) (9 months from the date of issuing the BG) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you 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:

ANNEXURE– VII

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

To

COCHIN SHIPYARD LTD

(GOVT. OF INDIA ENTERPRISE,)

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

WHEREAS(Name & Address of Supplier) (hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract..... No..... Dated: to execute (Name of Contract and brief description of works) (hereinafter called "**the Contract**").

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

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

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

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

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

TENDER No.: CSL/MAT/MSC/176/24 dated 11.11.2024

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

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

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed
(..... only).

2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before(validity date) .

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

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

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

FORMAT OF PRE-CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between Cochin Shipyard Ltd (CSL), A Government of India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Cochin, Kerala, India (hereinafter called the “PRINCIPAL”) of the First part and M/s..... (hereinafter called the “BIDDER/Seller”) of the second part.

WHEREAS the PRINCIPAL proposes to procure and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India Enterprise.

NOW, THEREFORE,

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

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

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

Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. **Commitments of BIDDERS**

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

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

or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.

- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any, in the bid.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.
- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

(i) Bank Draft of Pay Order in favor of CSL.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

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

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

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7. Fall Clause

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

8. Independent Monitor

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

(Details and address, contact information of IEM (s))

- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extend the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or

intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

10.2 A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

11. Other Legal Actions

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

12. Validity

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

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

13. The parties hereby sign this Integrity Pact aton

For & on behalf of PRINCIPAL

For & on behalf of BIDDER

Cochin Shipyard Limited
(Office Seal)

(Office Seal)

Witness

Witness

TENDER No.: CSL/MAT/MSC/176/24 dated 11.11.2024

1.....

1.....

2.....

2.....

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