

COCHIN SHIPYARD LIMITED

(A Government of India Enterprise)



Request for Proposal (RFP) For Annual Maintenance Contract for SAP ERP Hardware Infrastructure and Data Centre Systems

Enquiry No: CSL/ISD/INFRA/PROP&APPR/MAINTENACE/2024/6

PO Bag # 1653, Perumanoor P O

Kochi 682015

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TENDER ENQUIRY NOTICE

CSL hereby invites sealed bids from qualified and experienced service providers for the **Annual Maintenance Contract (AMC) for SAP ERP Hardware Infrastructure and Data Centre Systems** for a period of **five years**. The successful bidder will be responsible for providing comprehensive maintenance services, including preventive and corrective maintenance, support, and necessary upgrades for the SAP ERP infrastructure, hardware, and associated systems within our data centre.

Bidders are strongly advised to study the tender document carefully before submitting their bids. The submission of bids shall be considered as an indication that the bidder has thoroughly examined the tender document, fully understands the requirements, and accepts all terms and conditions outlined herein.

No	Particular	Details
1	Tender Inviting Authority	Cochin Shipyard Limited (CSL)
2	Name of the Project	Annual Maintenance Contract for SAP ERP Hardware Infrastructure and Data Centre Systems
3	Tender Reference	CSL/ISD/INFRA/PROP&APPR/MAINTENACE/2024/6, Dated:01-Jan-2025
4	Place of Execution	Cochin Shipyard Campus – Kochi
5	Earnest Money Deposit	INR 1,00,000/- (Rupees One Lakh Only). Payment shall be made by submitting a Demand Draft (DD) from any Scheduled Bank, drawn in favour of Cochin Shipyard Limited and payable at Ernakulam.
6	Nature of bid process	Two bids Part I: Techno-Commercial Bid Part II: Price Bid
7	Bid Validity	90 Days from the date of opening of Price Bid
8	Last Date for seeking clarifications	16-Jan-2025 03:00 PM
9	Last Date & Time for submission of Tender Form	17-Jan-2025 03:00 PM
10	Date & Time of opening Technical Bids (Part-I)	17-Jan-2025 03:30 PM
11	Date & Time of opening of Financial Bids (Part-II)	Will be intimated to the technically qualified bidders only
12	Email ID for communication	itsupport@cochinshipyard.in raymonthomas@cochinshipyard.in
13	Address for submitting bids	Assistant General Manager (IT), Information Systems Department, 2 nd Floor - Main Office Building, Cochin Shipyard Limited Perumanoor PO, Kerala, India, Pin: 682 015

For Cochin Shipyard Ltd
Assistant General Manager

Table of Contents

1. INTRODUCTION.....	4
2. INSTRUCTIONS TO THE BIDDERS.....	4
2.1 General Instruction to Bidders.....	4
2.2 Compliant Proposals / Completeness of Response	8
2.3 Right to Terminate the Process.....	8
2.4 Earnest Money Deposit (EMD).....	8
2.5 Preparation and submission of Proposal	9
2.6 Due Date and Time.....	10
2.7 Evaluation Process	10
2.8 Vendors on Tender Holiday / Blacklisted Vendors	11
2.9 Security Deposit / Performance Bank Guarantee.....	11
2.10 Release of Work Order.....	11
2.11 Execution of Work Order	11
2.12 JV/ Consortium.....	11
2.13 Integrity Pact.....	11
3. PRE-QUALIFICATION CRITERIA.....	11
4. MSEs, Start-ups and Make in India	13
5. TECHNICAL QUALIFICATION CRITERIA	13
6. SCOPE OF WORK.....	14
7. SYSTEM AVAILABILITY REQUIREMENTS & DEDUCTION FOR NON-PERFORMANCE	21
7.1 Service Level Agreements	21
7.2 SLA Violations and Associated Penalties.....	22
8. LIST OF ANNEXURES.....	23
Annexure 1 - Bidder's Profile	24
Annexure 2 - Project Execution Experience.....	25
Annexure 3 - Pre-Qualification Criteria.....	26
Annexure 4 - Price Bid Format	28
Annexure 5 - Bank Guarantee.....	34
Annexure 6 - Non-Disclosure Agreement	36
Annexure 7 - Manpower CV Format	41
Annexure 8 - Escalation Matrix.....	42
Annexure 9 - Integrity Pact	43

1. INTRODUCTION

Cochin Shipyard Ltd. (CSL) was incorporated in the year 1972 as a fully owned Government of India a company under The Ministry of Ports, Shipping and Waterways. In the last three decades, the company has emerged as a forerunner in ship building and ship repair industry. CSL has secured shipbuilding orders from internationally renowned companies from Europe & Middle East and has constructed the country's first indigenous Air Defence Ship. The key shipbuilding clients on the domestic front include the Indian Navy, the Indian Coast Guard and the Shipping Corporation of India Limited. Cochin Shipyard is the first Greenfield and presently the most modern shipbuilding and ship repair yard in India. The manpower strength on the permanent rolls of the company is approximately 2000. CSL is situated adjacent to the port of Cochin in the West Coast of India.

CSL is seeking qualified and experienced vendors to submit proposals for an **Annual Maintenance Contract (AMC) for SAP ERP Hardware Infrastructure and Data Centre Systems in CSL**. As a critical part of our business operations, the SAP ERP infrastructure requires consistent and reliable maintenance to ensure optimal performance, minimize downtime, and support ongoing business continuity. This AMC will encompass both preventive and corrective maintenance services, covering hardware systems, networking equipment, data centre facilities, and the SAP ERP application environment. We invite vendors with proven expertise in SAP systems and data centre management to provide comprehensive proposals that will ensure the long-term stability, security, and efficiency of our IT infrastructure.

2. INSTRUCTIONS TO THE BIDDERS

2.1 General Instruction to Bidders

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All the information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by CSL on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of CSL. Any notification of preferred Bidder status by CSL shall not give rise to any enforceable rights to the Bidder. CSL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of CSL.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders shall place no reliance on such communications.
- e. Bidder should quote for all the items. Partial quote will be rejected.
- f. The rate should be quoted for a period of five years (1,826 days). For items with warranty expiring during the contract period, the specific expiration dates are clearly indicated in the price bid. Once the OEM support expires during the contract period, new items will be procured by CSL, and their maintenance and monitoring shall be the responsibility of the Bidder till the contract period.

Confidentiality

- a. Supplier and its personnel will
 - i. keep confidential the terms of the agreement and all non-public and proprietary CSL

information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law; and

- ii. not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL
- b. 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.
- c. 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 6](#) shall be signed by the successful bidder.
- d. Disclosure of any part of the information contained herein to parties not directly involved in providing the requested services/products could result in disqualification and/or legal action. When submitting confidential material to CSL, the bidder must clearly mark it as confidential.

Liquidated Damage

In case of delay in providing deliverables as per the payment milestones beyond the stipulated delivery period, bidder is to pay Liquidated Damages (and not by way of penalty) amounting to ½% (half percent) per week or part thereof, subject to a maximum of 10% of the due amount for the respective payment stages. However, the applicability of LD is without prejudice to CSL's right to terminate the contract for delayed delivery or for other actions as per the Termination of Contract clause mentioned in the RFP.

Indemnity

The Bidder shall indemnify the Purchaser against all third-party claims related to the infringement of patents, trademarks, copyrights, or industrial design rights arising from the use of the supplied software, hardware, manpower, and related services, or any part thereof. The Purchaser shall also be indemnified from any claims made by the Bidder's manpower in relation to the discharge of their duties in fulfilling the purchase order. Furthermore, the Purchaser shall be indemnified against any compensation claims arising from accidental loss of life or injury sustained by the Bidder's manpower while performing their duties related to the fulfilment of the purchase order.

Risk Purchase

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. 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.

Termination of Contract

- a. This Service order may be terminated upon the occurrence of any of the following events

- i. By agreement in writing of the parties hereto;
 - ii. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;
 - iii. By the other party, upon either parties;
 - Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or
 - Having a reasonable petition filed seeking its" dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
 - Ceasing to do business for any reason.
 - iv. In cases where maximum limit of LD is reached and still the items are not delivered.
 - v. For fraud and corruption or other unacceptable practices.
- b. Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.
 - c. CSL may by notice in writing to supplier terminate the order after issuing due notice i.e. 15 days' notice period. CSL shall be entitled to compensation for the loss limited to the order value.
 - d. Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by CSL for the material delivered/work done as per the payment milestones.

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 construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence / cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence /cessation.

Black Listing

In case the bidder fails to execute the contract properly as per the terms and conditions of the contract, CSL reserves the right to procure the service otherwise as considered appropriate, in which case any loss to CSL on account of this will be recovered from the bidder. In case of noncompliance of the Purchase /work order conditions, CSL also reserves the right to attach / forfeit the EMD / security deposit/PBG in this connection. Also, the firm will be black listed for one year from the date of black listing.

Jurisdiction /Arbitration clause

- a. 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.
- b. Any disputes arising during the currency of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which the parties can resort to arbitration.

- c. If any dispute, disagreement or question arising out of or relating to, or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. 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 panel comprising one arbitrator 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. The enforcement of the award shall be governed by the rules and procedures in force in the State in which it is to be executed. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings. The language of arbitration shall be English and the law applicable shall be Indian law. The seat of arbitration shall be Kochi, Kerala.
- d. In case of disputes, the same will be subjected to the jurisdiction of Courts at Cochin, Kerala only. Orders shall be governed and construed in accordance with Indian law.

Grievance Redressal Committee

Cochin Shipyard has constituted a grievance committee as an alternate mechanism for redressal of grievances in all contracts for purchase of goods and services, where the value is above Rs 100 Lakhs. The parties to this contract can approach this committee in case they are unable to settle their disputes through discussions with concerned department of Cochin Shipyard overseeing the contract.

Public Grievance Cell

- a. A Grievance Cell has been constituted as an alternate mechanism for redressal of grievances in all contracts entered for purchase of goods and services, with limits set from time to time by the company.
- b. For grievance in contracts below the limit, the parties to the contract can approach this cell in case they are unable to settle their disputes through discussions with concerned department of Cochin Shipyard overseeing the contract. Procedure for this is mentioned in company web site (<https://cochinshipyard.in/grievance-cell>).
- c. For grievance in contracts above the limit mentioned above, a standing Grievance committee is constituted. Details of the authority to which such grievances are to be addressed for redressal are mentioned in the CSL purchase orders.

Conflict of Interest

CSL requires that bidder must provide professional, objective, and impartial advice and at all times hold the interest's paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration during the scope of work as mentioned in this RFP. In case the bidders have any subsisting interest, either by themselves or through their partners, that is likely to conflict the work specified in the Scope of Work, CSL reserves the right to accept or reject such bids.

Participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business

transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain is not permitted.

Fraud and Corruption

CSL requires that bidder selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract.

- a. In pursuance of this policy, CSL:
 - Defines, for the purposes of this provision, the terms set forth as follows:
 - “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of CSL or any personnel of Bidder(s) in contract execution.
 - “Fraudulent practice” means mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to CSL, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish bids at artificially high or non-competitive levels and to deprive CSL of the benefits of free and open competition
 - “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work
 - “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- b. CSL will reject a proposal for award, if it determines that the bidder recommended for award engaged in corrupt, fraudulent or unfair trade practices.
- c. CSL will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract or terminate the awarded contract, if it at any time determines that the firm has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

2.2 Compliant Proposals / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP

2.3 Right to Terminate the Process

- a. CSL may terminate the RFP process at any time and without assigning any reason. CSL makes no commitments, express or imply that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by the CSL. The Bidder’s participation in this process may result CSL selecting the Bidder to engage towards execution of the subsequent contract.

2.4 Earnest Money Deposit (EMD)

- a. Rs INR 1,00,000/- (Rupees One Lakh Only) to be submitted through Demand Draft. Copy of EMD shall be submitted along with Part I Techno-Commercial Bid and EMD shall be delivered to Tender inviting authority.
- b. 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 ([Annexure 5](#)).

- c. Firms having valid SSI/NSIC/MSME 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.

Forfeiture of Earnest Money Deposit

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.

2.5 Preparation and submission of Proposal

- a. The tender shall be filled by the bidder in English language only.
- b. The filled-up Techno Commercial Bid along with un-priced bid as per the Price Bid format mentioned in [Annexure 4](#) shall be submitted along with all the supporting documents and documentary proofs mentioned in the Techno Commercial Bid and incomplete details on the above will be treated as non-responsive offer and the tender is liable for rejection.
- c. The filled-up Price Bid shall be submitted separately as price bid, and incomplete details will be treated as non-responsive offer and the bid is liable for rejection.
- d. The rate shall be indicated in Indian Rupees clearly in figures and words, with taxes applicable separately. The rate quoted shall be firm and shall not be subjected to any variation clauses and conditions.
- e. The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CSL to facilitate the evaluation process, and all such activities related to the bid process.
- f. CSL will not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- g. Bidders shall submit their responses manually as per the formats given in this RFP in the following manner:

Envelope #	Marked As	Content of Envelope
Envelope1 (PART – I)	labeled as “ PART I – TECHNO COMMERCIAL OFFER FOR ANNUAL MAINTENANCE CONTRACT FOR SAP ERP HARDWARE INFRASTRUCTURE AND DATA CENTRE SYSTEMS ”	Response to pre-qualification criterion. One Original Hard Copy of the Pre-qualification Proposal prepared as per Annexure 1, Annexure 2 & Annexure 3. Also submit the Annexure 9 (Integrity Pact) The bidders have to submit the bid documents signed and sealed in all pages.
Envelope2 (PART – II)	labeled as “ PART II – PRICE BID FOR ANNUAL MAINTENANCE CONTRACT FOR SAP ERP ”	Response to price bid qualification. One Hard Copy of the Price Bid as per the format mentioned in the Annexure 4.

	HARDWARE INFRASTRUCTURE AND DATA CENTRE SYSTEMS	
Envelope3	Bidders have to submit the EMD in a separate sealed envelope labeled as “ EMD FOR ANNUAL MAINTENANCE CONTRACT FOR SAP ERP HARDWARE INFRASTRUCTURE AND DATA CENTRE SYSTEMS ”.	Original Demand Draft
Envelope4	Labeled as “ ANNUAL MAINTENANCE CONTRACT FOR SAP ERP HARDWARE INFRASTRUCTURE AND DATA CENTRE SYSTEMS ”.	Both the sealed bids (PART- I (Envelope 1), PART- II (Envelope 2)) & EMD (Envelope 3) should be enclosed in another sealed Envelope (Envelope 4) addressed to Assistant General Manager (IT) so as to reach on or before last date and time of receipt of tender specified, Envelope shall indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder.
Documents to be submitted by the successful bidder (L1) only.		Annexure 5 - Bank Guarantee Annexure 6 - Non-Disclosure Agreement Annexure 7 - Manpower CV Format Annexure 8 - Escalation Matrix

- h. Offers furnished should be free from overwriting, corrections and additions. Corrections if any must be attested.
- i. Validity of Offers: - Offer submitted by the bidder should be valid for a minimum period of 90 days from the date of opening of price bid.
- j. Any corrections in the bid document should be authenticated by the bidder by putting signature with stamp.

2.6 Due Date and Time

The tender has to be submitted in physical form at the address before due date and time as mentioned in the Tender invitation notice. The tender submitted after due date and time shall be summarily rejected. Bids received after bid date and time shall be termed as late bids and may not be considered for bid opening.

2.7 Evaluation Process

To conclude the tender, the evaluation of the offers will be done by competent authority within CSL. First, the Part I, i.e. the techno-commercial bid of bidders will be evaluated for the technical suitability and the price bids of only those bidders who qualify in the Part I evaluation will be considered for price bid opening and evaluation.

- The price quoted by the bidder should be final and no escalation shall be permitted during the contract period except for statutory levies enhanced or introduced subsequent to the date of submission of the price bid duly supported by documentary evidence. The lowest price bid among the price bids submitted by the technically qualified bidders will be considered as the L1 bid provided all the tender terms and conditions are met by the lowest bidder.
- Techno Commercial Evaluation Criteria – For successfully qualifying in the techno commercial evaluation, the bidder should conform to all the terms and conditions described in this

document.

2.8 Vendors on Tender Holiday / Blacklisted Vendors

In case violation of declaration submitted as part of Annexure 3 is detected at any stage of tender process and during currency of contract, the order will be terminated/cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of CSL

2.9 Security Deposit / Performance Bank Guarantee

The successful bidder must submit a security deposit of 3% of the base order value in the form of a bank guarantee, following the CSL format provided in [Annexure 5](#). For overseas suppliers, the guarantee should be issued by an international bank from the approved list available on the CSL website. For Indian suppliers, it should be from a Scheduled Indian Bank. This deposit ensures satisfactory contract performance and enforces the agreed terms. The bank guarantee must remain valid for the offer's validity period as specified in the tender, plus an additional 90 days.

The security deposit will be refunded without interest to the contractor upon the satisfactory fulfillment of all contractual obligations, including warranty requirements, but no later than 90 days after the completion of the contract

2.10 Release of Work Order

After the execution of the agreements specified in the Tender Document and after receipt of the performance bank guarantee remittance, CSL will release the formal Work Order to the Successful Bidder.

2.11 Execution of Work Order

The Successful Bidder shall nominate and intimate CSL, a Project Manager specifically to handle the Work Order from CSL and ensure that he fully familiarizes with the terms and conditions of the tender, scope of work, Work Order and the guidelines, and is responsible to effectively execute the Work Order complying all the terms and conditions.

2.12 JV/ Consortium

The RFP does not allow JV/ Consortium to respond. The Bidder can only bid as a Single Bidder.

2.13 Integrity Pact

As per Government of India (Central Vigilance Department), CSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed at [Annexure 9](#) and to submit along with offer (Mandatory condition).

3. PRE-QUALIFICATION CRITERIA

The bidder's qualifications will be determined based on technical capabilities, financial standing, experience, and other criteria as outlined in the pre-qualification requirements. This evaluation will be based on the documentary evidence submitted by the bidder, along with any additional information that CSL may deem necessary or appropriate. Bidders are encouraged to carefully review the requirements and prequalification criteria and submit their bids only if they fully meet or comply with them. The bidder must submit their profile, as outlined in [Annexure 1](#), along with the Pre-Qualification Criteria provided in [Annexure 3](#).

Parameter	Qualifying Criteria	Proof to be provided
Incorporation and Registration in India	The bidder should be a company registered in India under Indian Companies Act 1956 or 2013 for a period of at least Five (5) years as on time of submission of RFP.	The Bidder must submit the valid copy of following: a. Certificate of Incorporation/ relevant certificate b. PAN Card c. GST Registration
Average Annual Turnover	The Bidder shall have an average annual turnover of minimum INR 20 crores over the last three (3) Financial Years i.e., for FY 2021-22, 2022-23 & 2023-24.	A copy of CA Certificate is to be submitted along with technical Bid
Positive Net Worth	The Bidder shall have positive average net worth on last three Financial Years i.e., for FY 2021-22, 2022-23 & 2023-24.	A copy of CA Certificate is to be submitted along with technical bid
Quality Management Systems	Bidders shall have valid ISO 27001:2013/2022 or ISO 9001:2008 or ISO 20000:2016 certification as on tender date.	The Bidder must submit copy of valid ISO certificate.
Project Execution Experience	The bidder must have successfully completed an AMC (Annual Maintenance Contract) for a Data Centre / IT Infrastructure project, with a minimum duration of 3 years and a project value of at least ₹100 Lakhs, within the last five years.	Purchase Orders and Completion Certificate as per the format mentioned in Annexure 2
Not Blacklisted Company	The bidder should not be banned or black listed in any of the central Government / central PSUs / for the breach of any business contract for the Supply or Services. Should not be involved in business malpractices, such as evasion of Income Tax, GST etc.	The Bidder shall submit an Undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non-judicial stamp paper of INR 100/- or such equivalent amount and document duly attested by notary public.
Local Office/Support	The bidder should have a local office or support centre in Kerala.	Attach self-attested copy of the address proof supporting with telephone bill / IT Return copy / Electricity Bill / Office Rent agreement.
EMD of INR 1,00,000/- (Rupees One Lakh Only).	The bidder shall submit an original Demand Draft to CSL	Original Demand Draft

4. MSEs, Start-ups and Make in India

Local Suppliers (Make In India), MSME firms and Start-ups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India.

- a. For Start-ups (MSEs or otherwise), the turnover and prior work experience expressed in monetary terms, are relaxed to 50% of the prescribed limit above.
- b. Start-up Registration certificate as defined under notification of DIPP GSR 501(E) dated 23May2017 shall be submitted along with offer for availing the above relaxations.
- c. All firms who are registered with District Industries Centre and come under the category of micro and small enterprises holding a valid EM part II certificate or Udyog Aadhaar certificate, are exempted from submission of Earnest Money Deposit (EMD)
- d. For all the firms who are registered with NSIC and come under micro and small enterprises holding a valid NSIC certificate, the below benefit is also extended in addition to 'III' above.
Waiver of security deposit (SD) for the performance of the contract (3% of the order value by the way of bank guarantee till the supplies are completed). However, to ensure performance of the item during the guarantee period a performance bank guarantee (PBG) (3% of order value by the way of bank guarantee) to be submitted by the firm as applicable.
- e. Public Procurement Policy for Micro and Small Enterprises (MSEs) is/shall be applicable.

5. TECHNICAL QUALIFICATION CRITERIA

- a. The bidder must have an experience of providing Operations & Management/Facility Management Services (FMS) for at least one Data Centre in the last 5 years as on Bid submission date. The facility management services shall include IT infrastructure related (e.g. Servers, storage, networks etc.) / Non-IT related services (Power, Cooling, Physical Security etc.) Note: Bidder's in-house Data Center project experience shall not be considered.
- b. IT services experience of Bidder in Management of following:
 - Intel Servers
 - IBM Power Servers
 - SAN Switches
 - SAN Storage
 - Tape Library
 - Linux (RHEL 7 and above, SUSE 12 and above, Oracle Linux 7 and above)
 - Intrusion Prevention System (IPS)
 - HANA/DB2/MS SQL/Oracle Database
 - Backup Solution
- c. CVs of Resources dedicated for this project. One dedicated resource is required.
Systems engineer (onsite/offsite):
 - Diploma/B.E/B.Tech/MCA
 - Minimum 05 years of experience in IT systems and out of 05 years, 02 years must be in system and other data center infrastructure domain.
 - Certification: MCSE/RHCE or equivalent
- d. Bidder must have at least 20 technically qualified resources in the field of networking/security/system on their payroll.

6. SCOPE OF WORK

- a. This scope of work includes hardware and IT infra support activities of the following SAP S4/HANA ERP modules implemented in CSL.
- Financial Accounting (FI)/ Controlling (CO)/Treasury and Financial Management (FM)
 - Materials Management (MM)
 - Quality Management (QM)
 - Project Systems (PS)
 - Sales and Distribution (SD)
 - HCM, Enterprise Portal (EP) and e-recruitment
 - Environment, Health & Safety (EHS)
 - Plant Maintenance (PM)
 - Document Management System (DMS)
 - Supplier Relationship Management (SRM)
 - Business intelligence and Business Objects (BIBO)&Business Planning and Consolidation (BPC)
 - File Lifecycle Management (FLM), SAP Portal
 - Technical development – Advanced Business Application Programming (ABAP)/ Web Dynpro /Fiori/ Web development,
 - Technical System administration – BASIS, User role management and Transport management.
- b. Service Integrator (SI) shall support activities of SAP Process Orchestration (PO) and interfaces are as below:
- Human Capital Management (HCM) -SOLUS- Via PO (Attendance system from Solus)
 - Material Management (MM) -Weighbridge-via executable file
 - HCM– Visitor Management System (VMS)Webcam Integration–via SAMBA via Web Dynpro to BIBO QUA
 - DMS – Integrated with ECC –via SAMBA for view / deletion from local tmp
 - HCM-E-Recruitment payment gateway via PO
 - Supplier Relationship Management (SRM) server and ECC server
 - Intranet / Internet web server and applications with PO integration
 - Payment Gateway Integrations
 - New PO integrations as and when required
- c. AMC for the entire IT infrastructure listed below should also be carried out by the bidder.

IT infrastructure					
No	OEM	Item	Model	Serial number	Type Of AMC
1	IBM	IBM Power9 S922 with AIX OS, LPAR , VIO and SLES5.3.18-150300.59.54 defau15-SP3; ID:3030002050	9009-22A	7885BF0	Comprehensive
2	IBM	IBM Power9 S922 with AIX OS, LPAR , VIO and SLES5.3.18-150300.59.54 defau15-SP3; ID:3030002050	9009-22A	7885BE0	Comprehensive
3	IBM	IBM Storwize V5100 NVMe Control Enclosure & Software	2077- 424	78E06XN	Comprehensive
4	IBM	IBM V5000 LFF Expansion & Software	2077- 12F	781RG53	Comprehensive
5	IBM	IBM V5000 SFF Expansion & Software	2077- 24F	781RT67	Comprehensive
6	IBM	IBM Tape Library TS4300	3555 L3A	7800YFA	Comprehensive
7	NetRack	Server Rack	7014 T42	78GA40G	Comprehensive
8	IBM	IBM Power9 HMC & MCP Remote Support	7063-CR1	130TLAA	Comprehensive
9	IBM	IBM Rack-Mounted Flat Panel Console Kit (TFT)	7316- TF4	106546Z	Comprehensive
10	IBM	SAN 24B 5	2498- X24	780027C	Comprehensive
11	IBM	SAN 24B 5	2498- X24	780027H	Comprehensive
12	IBM	IBM System x3650 M4	7915 AC1	06PMET6	Comprehensive
13	IBM	IBM System x3550 M4	7914 AC1	06PPAC8	Comprehensive
14	IBM	IBM System x3550 M4	7914 AC1	06PPAC6	Comprehensive
15	IBM	IBM System x3550 M4	7042 CR7	06A34FC	Comprehensive
16	IBM	IBM System x3550 M4	7914 G2A	06PPAC7	Comprehensive
17	Red hat	Red Hat Enterprise Linux Server OS, Standard (Physical or Virtual Nodes)	Subscription: 7145451	Red Hat Order No 65045328	Comprehensive

18	Symantec	Symantec Veritas NetBackup Enterprise software.	Version 8.3 Account. No: 55960016	Contract ID- 711286238	Comprehensive
19	vmWare	VMware vSphere 6 Standard for 1 processor	Account No:480683820	Contract ID- 44717063	Comprehensive

d. AMC services for Non-IT Infrastructure: The SI shall provide routine and periodical maintenance of all Infrastructure at CSL as mentioned in the below list.

Non-IT Infrastructure			
S No.	Item	Unit	Quantity (A)
1	Siemens Intelligent Address able Fire Alarm System FS250	No	1
2	Siemens Fire suppression system -NOVEC 1230 clean agent Fire- GBFSS Panel with Cylinder RE 120GR	No	Set
3	Siemens VESDA –Aspirating Smoke Detection System	No	1
4	Water Leak Detection System from C Systems Pvt Ltd, Chennai	No	Set
5	Maser -Rodent Repellent System- Ultrasonic Pest Repeller VHFO Model	No	Set
6	Building Management System (BMS) Siemens Desigo	No	1
7	Inverter with battery backup for DC lighting	No	1
8	UPS 10 KVA with 26 AH Batteries (36 Nos) from APC in DR Site	No	2
9	Precision AC 9T- Schneider Electric Uniflair make	No	2

- e. Quarterly preventive maintenance to be performed and breakdowns if any to be attended by qualified and experience engineers.
- f. The SI shall maintain all required log books and maintenance schedule charts and made available for inspection by CSL.
- g. All spare parts and materials shall be genuine and of same make and type as installed wherever applicable.
- h. The SI has to keep all equipment well maintained for the work so as to give proper output at all times.
- i. Proper care shall be taken to avoid major breakdown of all Non-IT Infrastructure. In the event of any breakdown, the same will be rectified immediately as per specified SLA in Section 7 of this RFP. Similarly, if any breakdown takes place due to negligence of System Integrator, the whole component has to replaced/ rectified to bring it to the original condition immediately.
- j. The SI shall keep the equipment well maintained, neat and clean and adhere to the maintenance schedule of various equipment. Upon placement of Service Order, they will prepare the maintenance schedule and discuss the same with the CSL's deputed official for its implementation. This may be revised from time to time as per the requirement.

- k. The SI shall be responsible for the safety of their deputed staff during the performance of their duty at site.
- l. The SI shall use Personal Protective Equipment (PPE) as per the requirements of CSL during the contract period at CSL campus.
- m. The SI shall also undertake to provide a comprehensive breakdown service whereby qualified technicians shall attend to each breakdown as soon as possible after a breakdown is reported and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced.

AMC shall cover the following

- a. The Bidder shall be responsible for the maintenance and support of items under warranty.
- b. Repair / Replacement of Hardware and other supplied items inclusive of all types of spare parts.
 - i. Installation / Re-Installation / Maintenance of OS, System software and other supplied software
 - ii. All System Patches, Upgrades, Service Packs etc. of the OS and all other Software supplied and installed by the OEM shall be made available free of cost.
 - iii. System Management during onsite deployment of the engineer of the successful bidder:
 - Monitoring, logging and reporting of the equipment operation on 24x7x365 basis
 - Periodic health checks of the systems and implementing proactive rectification measures.
 - Analyzing, troubleshooting and reporting all system related issues.
 - All incidents must be documented and logged as per the format mutually agreed upon.
 - iv. Liaison with various vendors, OEMs, agencies and service providers for equipment maintenance & related work.
- c. Server Administration: Server Administration Functions include following activities in consultation with CSL Personnel during the onsite deployment of the engineer of the successful bidder:
 - i. Operating System administration and tuning
 - ii. OS and software re-installation in the event of system crash/failures with OEM coordination during the period of contract
 - iii. Configuring file systems, volumes and apportioning disk space
 - iv. Ensure proper configuration of server parameters.
 - v. Periodic System performance tuning.
 - vi. Addition, deletion, re-configuration of devices, additional users and printers etc.
 - vii. Implementing security patches on servers at all levels.
 - viii. Orderly start-up and shutdown of servers as per laid down procedures.
 - ix. Security management – Configuring account policy, access rights and control as per security policy.
 - x. Ensure all critical services are running properly on the servers. Schedule and optimize these services.
 - xi. Maintain lists of all system files, root directories and volumes.
 - xii. Resolving all server related problems.
 - xiii. Escalating unresolved problems to ensure resolution as per the agreed SLA.

- xiv. All changes and incidents shall be logged in CSL EMS software and approval shall be obtained from designated officer before implementing the changes.

Manpower Support

On Site Manpower Deployment: The successful bidder shall deploy one onsite engineer to handhold and manage all the existing IT and Non-IT Infrastructure components from the date of issue of Purchase Order (PO). The deployed onsite engineer shall be available onsite for support from 8:00 AM to 6:00 PM on all CSL working days, and on need basis during non-office hours the engineer shall reach the site within one hour. Bidder must provide the man power cost for onsite and offsite on per year basis in the price bid. CSL holds the right to negotiate rate terms with the successful bidder. CSL has the right to discontinue the onsite manpower services and take over support after one year from the date of Purchase Order (PO) and also ask for a change in man power by citing reasons if competency is not sufficient. The bidder shall arrange a replacement within 3 (THREE) working days having the mentioned competency level or higher. The manpower CV format is to be used to specify the CV of resources that are to be deployed during the AMC period, CV Format attached at [Annexure 7](#). The experience should meet the requirements specified in the technical qualification criteria.

Offsite support: The SI has to continue offsite support by default even in case of termination of onsite man power contract. SLA is applicable from the date and time of reporting the issue with SI offsite support resource. Details of the offsite support resource and provision for remote support should be arranged as required. The escalation matrix attached at [Annexure 8](#) of the SI should also be provided. Offsite resource must submit weekly, monthly, quarterly and half-yearly reports as mentioned in the RFP – Report Management, along with a fortnightly visit to CSL every month without any additional cost to CSL.

- a. The successful SI will be responsible for resolving existing issues of SAP and attending new requirements within a fixed timeframe as mutually decided by the parties.
- b. The proposed support scope will encompass both the Data Centre and the Disaster Recovery (DR) site.
- c. The SI shall deploy the required manpower as mentioned in the RFP requirement during the specified AMC Period in the Service Order. They shall be deployed on or before the AMC period starts. The bidder shall provide the onsite support to meet the Service Level Agreements (SLA) mentioned in Section IV of the RFP.
- d. The SI shall also commit to provide all necessary manpower resources onsite to resolve any issues/incidents and carry out required changes, optimizations and modification.
- e. The SI shall provide onsite comprehensive technical support services for all the hardware and software proposed for the entire period of the contract. The technical support shall include all the upgrades, updates and patches that are released by the respective OEMs during the period of contract.

Infrastructure Management

- a. Maintenance support includes problems, issues, troubleshooting and correction, service packs, device driver & firmware upgrades, systems support like OS reinstallation, registration of problems and issues to Original Equipment Manufacturer (OEM) raised the tickets and follow up.
- b. Hardening of OS, closing of all unnecessary ports, access and authorization control.
- c. Data Backup and Recovery of all the identified systems. Keep the back up of latest configuration of various devices and maintaining documentation of all updates.
- d. The SI shall provision skilled and experienced manpower resources to administer and manage

the security and monitoring solutions at CSL as per the RFP requirement.

- e. The SI shall be responsible for activities including but not limited to setting up servers, configuring and apportioning storage space, account management, performing periodic backup of data and automating reporting tasks, and executing hardware and software updates whenever necessary.
- f. The SI shall implement and maintain standard operating procedures for the maintenance of the security and monitoring solutions based on the policies formulated in discussion with CSL and based on the industry best practices / frameworks. The SI shall also create and maintain adequate documentation / checklists for the same.
- g. The SI shall be responsible in consensus with CSL for managing the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, other devices, etc.
- h. The SI will also be required to have experience in latest technologies like virtualization so as to provision the existing and applicable infrastructure on a requirement in the future.
- i. The SI shall perform the server monitoring and administration activities.
- j. The SI shall ensure proper configuration of parameters. The SI shall be the single point of accountability for all hardware maintenance and support the security and monitoring solutions. It shall be noted that the activities performed by the SI will be under the supervision of CSL.
- k. The SI shall be responsible for Operating System administration, including but not limited to management of users, processes, preventive maintenance and management of upgrades including updates, upgrades and patches to ensure that the system is properly updated.
- l. The SI shall also be responsible for uninstallation and re-installation in the event of system crash/failures with OEM support.
- m. The SI shall undertake regular analysis of events and logs generated in all the sub systems including but not limited to servers, operating systems etc. The system administrators shall undertake actions in accordance with the results of the log analysis. The system administrators shall also ensure that the logs are backed up and truncated at regular intervals.
- n. The system administrators shall adopt a defined process for change and configuration management in the areas including, but not limited to, changes in servers, operating system, applying patches, etc.
- o. The system administrators shall provide hardening of servers in line with the defined security policies
- p. The system administrators shall provide integration and user support on all supported servers, data storage and other equipment/systems and regular periodic preventive maintenance and check-ups shall be carried out as required.
- q. The system administrators will be required to troubleshoot problems with services, application software, server relationship issues and overall aspects of a server environment like managing and monitoring server configuration, performance and activity of all servers.
- r. The SI shall inform CSL in the event of failure of application service with escalation by email and call.

Storage Administration

- a. The System Integrator will be required to identify parameters including but not limited to key resources in the storage solution, interconnects between key resources in the storage solution, health of key resources, connectivity and access rights to storage volumes and the zones being enforced in the storage solution
- b. The System Integrator shall be responsible for storage management, including management of

space, SAN/NAS volumes, RAID configuration, LUN, zone, security, business continuity volumes, performance, etc.

- c. The System Integrator will be required to create/delete, enable/disable zones in the storage solution
- d. The System Integrator will be required to create/delete/modify storage volumes in the storage solution
- e. The System Integrator will be required to create/delete, enable/disable connectivity and access rights to storage volumes in the storage solution

Database Administration as required

- a. Management of changes to database schema, disk space, storage, user roles
- b. Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required
- c. Management of database and patch upgrade as necessary
- d. Periodic backups of all databases in accordance with backup and archival policies and execute the recovery as and when necessary

Backup & Restore Administration

- a. Back up of OS, DB and application as per stipulated policies
- b. Monitoring and enhancement of performance of scheduled backups and recovery testing
- c. Execution of on-demand backups of files, volumes, files and database applications whenever required by CSL in the case of upgrades and configuration changes
- d. Support for any file and volume level restoration requests as necessary
- e. Media management including tagging, cross-referencing, storing, logging, testing and vaulting in fire proof cabinets.

Patch Management

- a. The System Integrator shall ensure an effective patch management process be implemented for all OEM-supplied patches and configuration changes
- b. Patch Management shall be completed on timely manner
- c. The System Integrator shall ensure the configuration review of all the devices periodically
- d. Co-ordination and intimation to CSL team for necessary patch updates (OS/App/Web/DB) as and when relevant
- e. Policies and procedures shall be established, and supporting processes and technical measures implemented, for timely detection of vulnerabilities within applications, infrastructure network and system components to ensure the efficiency of implemented security controls
- f. Policies and procedures shall be established, and supporting business processes and technical measures implemented, to prevent the execution of unauthorized code, defined as software transferred between systems over a trusted or untrusted network and executed on a local system without explicit installation or execution by the recipient, on organization allowed or managed user end-point devices (e.g., issued workstations, laptops, and mobile devices) and Security & Monitoring Solutions.

Report Management

- a. The SI shall submit all necessary MIS reports in a format mutually discussed and approved by CSL.

- b. CSL may use the services of a 3rd party Consultant/Auditor to analyze the MIS reports and formats for review of SLA compliance and operations.
- c. The reports indicated below are indicative in nature and the type and format of reports will be reviewed by CSL any time during the operations phase. Any necessary report formats in compliance with the Audit & Certification requirements are to be made available by the System Integrator.

Daily reports	<ul style="list-style-type: none"> • Summary of issues / complaints logged at the Help Desk • Summary of resolved, unresolved and escalated issues/ complaints • Log of backup and restoration undertaken
Weekly reports	<ul style="list-style-type: none"> • Issues / Complaints Analysis report for virus calls, call trend, call history etc. • Summary of systems rebooted • Summary of issues / complaints logged with the OEMs • Inventory of spare parts for critical components • Summary of changes undertaken including major changes like configuration changes, patch upgrades, database reorganization, storage reorganization, etc. and minor changes like log truncation, volume expansion, user creation, user password reset etc.
Monthly reports	<ul style="list-style-type: none"> • Component wise physical as well as IT infrastructure availability and resource utilization • Summary of component wise uptime • Consolidated SLA / non-conformance report. • Log of preventive / scheduled maintenance undertaken • Log of break-fix maintenance undertaken
Quarterly reports	<ul style="list-style-type: none"> • Component wise physical as well as IT infrastructure availability and resource utilization
Half-Yearly reports	<ul style="list-style-type: none"> • Component wise physical as well as IT infrastructure availability and resource utilization

7. SYSTEM AVAILABILITY REQUIREMENTS & DEDUCTION FOR NON-PERFORMANCE

These availability requirements are associated with Non-Performance deduction to have desired uptime availability and delivery of service to CSL. The availability requirements shall remain effective during warranty and AMC period. Non-Performance deduction during these periods shall be calculated.

The bidder shall maintain logs for each of the service provided and shall provide necessary reports which shall help in ascertaining the service levels and calculation of Non-performance deduction. The downtime for scheduled maintenance (patch application, upgrades – OS, Database, etc.) shall need to be mutually agreed between CSL and the SI. To reduce this time, various maintenance activities can be clubbed together with proper planning.

7.1 Service Level Agreements

The response time (time before the reported incident must be updated/acknowledged by the support team post assignment) and resolution time (time before the reported incident stands completely resolved and the erroneous functionality becomes operational again) shall be the basis for defining service level agreements (SLA) for functional & technical support:

Priority	Max Response Time	Max Resolution Time
(High) Business Showstopper	30 Minutes	4 Hours
(Medium)	30 Minutes	8 Hours (one working day)
(Low)	30 Minutes	24 Hours (three working days)

Table: Severity levels definition

Priority	Criteria	Service Levels (In Business Hours)
(High) Business Showstopper	A critical function is not available or very seriously impaired; the impact on business is severe; a large number of end users are unable to perform their normal work; and/or no readily available alternative exists	Response within 30 minutes, restoration of service shall be within 4 hours
(Medium)	A critical service is unavailable or seriously impacted by a problem; degraded system performance; no realistic work around is available and financial, customer-related or safety related impacts could occur	Response within 30 minutes, restoration of service shall be within 8 hours
(Low)	A non-critical service is unavailable or impaired by a problem; Degraded system performance. There is no direct immediate impact on the business. Work can continue with minor disruptions or loss of efficiency. Alternative ways of performing normal work is available	Response within 30 minutes and resolution within 24 hours

Table: Severity levels along with Response time and Resolution time

The performance of the support team shall be tracked on a quarterly basis as per the SLA detailed in table above.

In case of slippage in SLA percentage for any category of incidents, the bidder shall be penalised as detailed below.

7.2 SLA Violations and Associated Penalties

A quarterly performance evaluation shall be conducted using quarterly reports of that respective quarter.

Penalty Calculations: Penalty calculation will be done as per the below methodology. Penalty table includes penalty that would be levied on bidder on non-achievement of SLAs. Slabs have been created for each SLA and penalty would be imposed on bidder as per the SLA achievement/non-achievement for the period under consideration.

Priority	Allotted TimeBlocks(hrs)	Number of Issues unresolved	Pending hours (No.of additional time blocks)	P=No. issues unresolved*No time blocks	Weightage	Penalty Charges
High	0-4	x	a	$p1=x*a$	0.003	$p1*0.003*T$
Medium	0-8	y	b	$p2=y*b$	0.002	$p2*0.002*T$
Low	0-24	z	c	$p3=z*c$	0.001	$p3*0.001*T$

Where, T is the total payment due for corresponding quarter of AMC. Supplier shall ensure 99% uptime for the total solution in high availability mode. Penalty is limited to maximum 10% of the amount due for the year.

Payments to the Bidder are linked to the compliance with the SLA metrics. During the contract period, it is envisaged that there could be changes to the SLAs, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. CSL and Bidder. The Bidder shall monitor and maintain the stated service levels to provide quality service. Bidder shall provide automated SLA reports/ MIS reports and provide access to CSL or its designated personnel to the tools used for SLA monitoring.

8. LIST OF ANNEXURES

Annexure 1 - Bidder's Profile

1	Name of the Bidder			
2	Address of the Bidder			
3	Status of the Company (Public / Pvt Ltd)			
4	Details of Incorporation of the Company	Date:		
		Reference:		
5	Details of Commencement Business	Date:		
		Reference:		
6	GSTIN			
7	Permanent Account Number			
8	Name and Designation of the Contact person to whom all references regarding this tender shall be made			
9	Telephone Number with STD Code			
10	E-Mail of the contact person			
11	Fax No:			
12	Web Site			
13	Financial Details (As per Audited Balance sheets)			
Year		2021-22	2022-23	2023-24
14	Net Worth			
15	Turn Over			

Annexure 2 - Project Execution Experience

Bidder's experience in Providing Annual Maintenance Contract (AMC)

a) Detailed form

Assignment name:	Approx. value of the contract (in INR):
Country:	Duration of assignment (months):
Location within country:	
Name of Client:	Total No. of staff-months of the assignment:
Contact Person, Title/Designation, Tel.No./Address:	
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by your consulting firm/organization or your sub vendors:
Name of associated Vendors, if any:	Name of senior professional staff of your firm/organization involved and designation and/or functions performed (e.g. Project Director/Coordinator, Team Leader):
Description of Project:	
Description of actual services provided by your staff within the assignment:	

b) Bidder's Annual Maintenance Contract (AMC) summary form

No	Client Name	Project Cost	Year of execution	Files attached for documentary proof*

*Documentary Proof would include copy of Work Order/ PO showing project value and scope of service and Completion certificate/ ongoing certificate

Annexure 3 - Pre-Qualification Criteria

Financial and Corporate Profile of the bidder			
Parameter	Qualifying Criteria	Proof to be provided	Compliance (Y/N)
Incorporation and Registration in India	The bidder should be a company registered in India under Indian Companies Act 1956 and 2013 for a period of at least Five (5) years as on time of submission of RFP.	The Bidder must submit the valid copy of following: d. Certificate of Incorporation/ relevant certificate e. PAN Card f. GST Registration	
Average Annual Turnover	The Bidder shall have an average annual turnover of minimum INR 20 crores over the last three (3) Financial Years i.e., for FY 2021-22, 2022-23 & 2023-24.	A copy of CA Certificate is to be submitted along with technical Bid.	
Positive Net Worth	The Bidder shall have positive average net worth on last three Financial Years i.e., for FY 2021-22, 2022-23 & 2023-24.	A copy of CA Certificate is to be submitted along with technical bid	
Quality management systems	Bidders shall have valid ISO 27001:2013/2022 or ISO 9001:2008 or ISO 20000:2016 certification as on tender date.	The Bidder must submit copy of valid ISO certificate.	
Project Execution Experience	The bidder must have successfully completed an AMC (Annual Maintenance Contract) for a Data Centre IT Infrastructure project, with a minimum duration of 3 years and a project value of at least 2 Crores, within the last five years.	Purchase Orders and Completion Certificate as per the format mentioned in Annexure-2	
Not Blacklisted Company	The bidder should not be banned or black listed in any of the central Government / central PSUs / for the breach of any business contract for the Supply or Services. Should not be involved in	The Bidder shall submit an Undertaking signed by CEO/ Country Head/ Authorized signatory of the company to be provided on Non-judicial stamp paper of INR 100/- or such equivalent amount	

Financial and Corporate Profile of the bidder			
Parameter	Qualifying Criteria	Proof to be provided	Compliance (Y/N)
	business malpractices, such as evasion of Income Tax, GST etc.	and document duly attested by notary public.	
Local Office/Support	The bidder should have a local office or support centre in Kerala.	Attach self-attested copy of the address proof supporting with telephone bill / IT Return copy / Electricity Bill / Office Rent agreement.	
EMD of INR 1,00,000/- (Rupees One Lakh Only).	The bidder shall submit an original Demand Draft or Bank Guarantee to CSL	Original Demand Draft or Bank Guarantee	

Annexure 4 - Price Bid Format

a. AMC Cost for IT Infrastructure

N o	Item	Unit	Qty (A)	AMC Cost for Year 1 (B)	AMC Cost for Year 2 (C)	AMC Cost for Year3 (D)	AMC Cost for Year 4 (E)	AMC Cost for Year 5 (F)	Total AMC amount (without Tax) G = A*(B +C+D+E+F)	Tax amount (INR) (H)	Tax % (in percentage)	Total amount including Tax (INR) I = G +H
1*	IBM Power9 S922 with AIX OS, LPAR , VIO and SLES5.3.18- 150300.59.54 defau15 -SP3; ID:3030002050 Warranty End Date: 20-Jul-25	No	2									
2*	IBM Storwize V5100 NVMe Control Enclosure & Software Warranty End Date: 20-Jul-25	No	1									
3*	IBM V5000 LFF Expansion & Software Warranty End Date: 20-Jul-25	No	1									
4*	IBM V5000 SFF Expansion & Software Warranty End Date: 20-Jul-25	No	1									

5*	IBM Tape Library TS4300 Warranty End Date: 20-Jul-25	No	1									
6*	Server Rack Netrack 7014 T42 Warranty End Date: 20-Jul-25	No	1									
7*	IBM Power9 HMC & MCP Remote Support Warranty End Date: 20-Jul-25	No	1									
8*	IBM Rack-Mounted Flat Panel Console Kit (TFT) Warranty End Date: 20-Jul-25	No	1									
9*	SAN 24B 5 Warranty End Date: 20-Jul-25	No	2									
10	IBM System x3650 M4 7915 AC1	No	1									
11	IBM System x3550 M4 7914 AC1	No	2									
12	IBM System x3550 M4 7042 CR7	No	1									

13	IBM System x3550 M4 7914 G2A	No	1									
14	Red Hat Enterprise Linux Server OS, Standard (Physical or Virtual Nodes)	No	1									
15	Symantec Veritas NetBackup Enterprise software. Version 8.3	No	1									
16	VMware vSphere 6 Standard for 1 processor, Account No:480683820	No	1									
Total (X)												

- Please note that for the items highlighted (*) above, AMC prices are to be quoted for the remaining tenure period after the warranty end date.
- For items with warranty or AMC support is expiring during the contract period or not available till the end of contract date, the specific expiration dates must be clearly indicated in the price bid.
- Once the warranty/AMC expires during the contract period, new items will be procured by CSL, and their maintenance and monitoring shall be the responsibility of the Bidder till the contract period.

b. AMC Cost for Non-IT Infrastructure

No	Item	Unit	Qty (A)	AMC Cost for Year 1 (B)	AMC Cost for Year 2 (C)	AMC Cost for Year3 (D)	AMC Cost for Year 4 (E)	AMC Cost for Year 5 (F)	Total AMC amount (without Tax) G = A*(B +C+D+E+F)	Tax amount (INR) (H)	Tax % (in percentage)	Total amount including Tax (INR) I = G +H
1	Siemens Intelligent Address able Fire Alarm System FS250	No	1									
2	Siemens Fire suppression system -NOVEC 1230 clean agent Fire- GBFSS Panel with Cylinder RE 120GR	No	Set									
3	Siemens VESDA – Aspirating Smoke Detection System	No	1									
4	Water Leak Detection System from C Systems Pvt Ltd, Chennai	No	Set									
5	Maser -Rodent Repellent System-	No	Set									

	Ultrasonic Pest Repeller VHFO Model											
6	Building Management System (BMS) Siemens Desigo	No	1									
7	Inverter with battery backup for DC lighting	No	1									
8	UPS 10 KVA with 26 AH Batteries (36 Nos) from APC in DR Site	No	2									
9	Precision AC 9T-Schneider Electric Uniflair make	No	2									
											Total (Y)	
Total Cost (X+Y) in figures												
Total Cost (X+Y) in words												

Till termination, AMC payment would be provided after completion of each half-year for contract period, after deducting penalties if any

c. Manpower Cost

No	Resource Category	Man Power Rate (INR) for Year 1 (A)	Man-Power Rate (INR for Year 2 (B)	Man-Power Rate (INR) for Year 3 (C)	Man-Power Rate (INR) For Year 4 (D)	Man-Power Rate (INR)For Year 5 (E)	Total Man-Power Rate $F=(A+B+C+D+E)/5$	Tax Amount (in INR) (G) (CGST+SGST/IGST)	Tax % (in percentage)	Man-Month Rate with Tax H=F+G	Total Years (I)	Total Cost incl. Tax (in INR) $J=H*I$
1	FMS Engineer L1- Onsite										5	
2	FMS Engineer L1- Offsite										5	

Note:

1. Only one payment (either for onsite or offsite Manpower) would be done at a time. The offsite manpower payment starts when CSL terminates the onsite manpower support. Till termination, only onsite manpower payment would be provided post completion of each half-year for respective years after deducting penalties if any
2. Payment for onsite/ offsite would be done as per the rates mentioned by bidders in above form
3. Offsite support is optional. **Offsite manpower charges will not be considered for L1 computation.**
4. Offsite manpower charge should be valid for 5 years from the date of commissioning

Note: The price bid shall be inclusive of all taxes and central duties such as GST, customs duty and central excise duty as part of the price. Rate of GST Prevailing as on date of Publication of tender only to be taken into consideration, for evaluation purpose. In case of discrepancy between unit price and total price, unit price will prevail

Annexure 5 - Bank Guarantee
Bank Guarantee in lieu of Security Deposit/Performance Guarantee

TO

ASSISTANT GENERAL MANAGER(IT)
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 **Annual Maintenance Contract (AMC) for SAP ERP Hardware
Infrastructure and Data Centre Systems in CSL** (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 by a recognized bank 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), such sum being payable in the types and
proportions of currencies in which the Contract Price is payable and we undertake to pay CSL upon your
first written demand and without cavil or argument, any sum or sums within the limits of
..... (amount[1] of guarantee) as aforesaid without CSL needing to prove or to
show grounds or reasons for CSL's demand for the sum specified therein.

We, the Bank, hereby waive the necessity of CSL demanding the said debt from the Supplier before
presenting us with the demand.

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 thereunder 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.

This guarantee shall be valid until 28 days from the date of expiry of the Defects Liability Warranty
period. **Notwithstanding** anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs.....
(Rupees..... 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(date).

Any claim shall be accompanied by a written statement stating:

- i) that the principal is in breach of its obligation(s) under the underlying contract, and
- ii) the respect in which the Principal is in breach.

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 Dollars / Indian Rupees.

Annexure 6 - Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter referred as "NDA") is entered on this _____ day of _____, 2024 by and between;

Cochin Shipyard Limited, a Government of India Enterprise under the Ministry of Port, Shipping and Waterways incorporated as a company under the Companies Act, 1956 and having its registered office at Administrative Building, Perumanoor (PO), Ernakulum – 682015, represented by _____ (Name & Designation) _____ (hereinafter referred as "CSL/Disclosing Party", which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the FIRST PART

AND

..... represented by
(Name & Designation) _____ (hereinafter called "...../Receiving Party", which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART

For the purpose of this NDA, both "CSL" and "....." are collectively called "Parties" and individually called "Party".

Whereas –

- a. CSL has issued Purchase Order No: _____ dated _____ for the "**Annual Maintenance Contract (AMC) for SAP ERP Hardware Infrastructure and Data Centre Systems**" (hereinafter referred as "Business") for an amount of Rs. _____ (Rupees _____ only/-).
- b. Parties contemplates that in connection with the proposed Business, both Parties may exchange certain information, material and documents relating to each other's Business, assets, financial condition, operations, plans and/or prospects of their Businesses (hereinafter referred as "Confidential information"), where each of them considers the same as proprietary and confidential.
- c. By virtue of Clause _____ of the above referred Purchase Order, the Parties shall execute a Non-Disclosure Agreement (NDA) to ensure all confidential information exchanged between the Parties during the course of their engagement is adequately protected. The terms of the NDA shall include, but are not limited to, the following provisions:

NOW THIS NDA WITNESSETH HEREIN AS FOLLOWS

1. This NDA shall be deemed to have been commenced from the date of its execution and be valid for a period of 3 years from the date of execution of this NDA or the termination of any

agreement or Memorandum of Understanding or expiry of the Purchase Order in connection with the Business whichever is earlier. The confidentiality obligation under this NDA shall survive expiry or termination for a period of 7 years from the date of disclosure of confidential information by the Disclosing Party or expiry or termination of any agreement or Memorandum of Understanding in connection with the Business whichever is later.

2. Confidential information for the purpose of this agreement shall mean and include any information disclosed by one party (hereinafter referred as "Disclosing Party") to the other (hereinafter referred as "Receiving Party") either directly or indirectly, in writing, orally, by inspection of tangible objects including but not limited to, documents, prototypes, samples, media, documentation, discs and code. Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, Business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future Business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
3. The Receiving Party shall under no circumstances disclose, reproduce, summarize and/or distribute Confidential Information and confidential materials of the Disclosing Party except in connection with the Business.
4. The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
5. Confidential Information shall at all times remain the property of the Disclosing Party and shall not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
6. Receiving Party shall within Seven (7) days from the receipt of any written instruction from the Disclosing Party either return or destroy all originals, copies, reproductions and summaries of confidential information disclosed to the Receiving Party as Confidential information. Receiving Party further agrees to certify in writing to the disclosing party that it has satisfied its obligations under this clause. Provided the Receiving Party may retain a copy of such confidential information, if it is necessary to produce before any governmental or quasi-judicial authority.
7. Unless otherwise specifically agreed under this agreement, the Receiving Party shall disclose the confidential information only to its employees who are essential to know such information for

the purpose of the Business under this agreement, on a need-to-know basis. In case, the receiving party needs to disclose any such confidential information with a third party for the Business, then the same shall be intimated in writing to the Disclosing Party and the Receiving Party shall enter into a Non-Disclosure Agreement with such third party in similar lines with this NDA so as to protect the interests of the Disclosing Party.

8. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:
 - a. Is or will be in the public domain (other than through the receiving Party's unauthorized disclosure);
 - b. Is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or
 - c. Is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.
 - d. In the event, either party is in receipt of any summons or directions arising out of any administrative or judicial process and is mandated to disclose any such information which shall fall within the meaning of confidential information under this NDA, then such Party who is in receipt of such instruction shall promptly notify the same to the Disclosing Party in writing along with a copy of such instruction/notice within 3 days from the date of receipt of such instruction.
 - e. Receiving Party shall disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope thereof, as the Disclosing Party may reasonably deem appropriate.

Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, for which Party shall be held liable for breach of this NDA. This Section shall survive the termination of this NDA for any reason.

Unless otherwise specifically agreed between the Parties under this NDA, neither Party shall use other Party's name, intellectual property rights nor disclose the contents of the Business in any publication, press release, broadcasting etc. For the purpose of this NDA, any intellectual property that originates from or is developed by either party prior to the execution of this NDA shall remain the exclusive property of that party.

9. That, the Parties to this NDA agrees that, the terms and conditions of this agreement and the confidential information in pursuance to this NDA are of a special, unique and extra ordinary character and that an impending or existing breach of any of the provisions of this agreement would cause the other party irreparable injury for which it would have no adequate remedy at law and further agrees that the other party shall be entitled to obtain injunctive relief immediately prohibiting such breach without limiting their rights to get any other appropriate legal remedies. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss nor any lost profits, savings or Business opportunity regardless of whether a Party was advised of the possibility of the damage or loss asserted.
10. The Receiving Party shall indemnify and hold harmless the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this NDA. This obligation shall include but not limited to the court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this NDA, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
11. Parties to this NDA agrees that, neither party is obliged to disclose all or any of the confidential information in pursuance to this NDA for any purpose other than that is specifically agreed hereunder. Parties are at their liberty to disclose any information to the other party under this NDA as it deems fit for the purpose of the Business.
12. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
13. This NDA is executed in duplicate, one copy for each party and each copy bearing the same legal effect.
14. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this NDA. Parties to this NDA are neither an agent of the other party nor authorized to obligate it.
15. If either party hereto at any time fails to require performance by the other of any provision of this NDA, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this NDA be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this NDA.

16. Unless otherwise specifically agreed between the Parties, this NDA doesn't create any obligations upon the Parties that, they shall enter into a Memorandum of Understanding or any other commercial agreement based on the discussions and disclosures under this NDA.
17. Except as otherwise expressly provided herein, this NDA is not assignable by any party. 19. This NDA shall be governed by the laws of India any dispute or differences arising out of this NDA shall fall under the exclusive jurisdiction of courts at Ernakulam.
18. This NDA shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

IN WITNESS WHEREOF the parties hereto have executed this NDA as of the day and year first above written.

For Cochin Shipyard Limited

For _____

Authorised Signatory

Authorised Signatory

Witnesses:

1 .

2 .

Annexure 7 - Manpower CV Format

1	Employee Name				
2	Designation				
3	Date of Birth				
4	Nationality				
5	Education	Qualification	Name of School/ College/University	Degree	Date Attended
6	Language	Language	Read	Write	Speak
7	Employment Record	Employer	Position	From	To
		<i>(Starting with present position list in reverse order – Up to three quarters of a page)</i>			
8	Relevant Experience	<i>(An outline on the experience most pertinent to tasks mentioned in the project. Describe degree of responsibility held on relevant assignments – Up to half of a page).</i>			
9	Certification	<p>I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself, my qualifications, and my experience.</p> <p>Date:</p> <p>Place</p> <p>Signature of the Authorized Signatory</p>			

Annexure 8 - Escalation Matrix

Tender Ref No. CSL/ISD/INFRA/PROP&APPR/MAINTENACE/2024/6

ESCALATION LEVEL	PERSONNEL	DESIGNATION	CONTACT DETAILS ADDRESS WITH EMAIL & CONTACT NO (LANDLINE & MOBILE)
1			
2			
3			
4			

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

Annexure 9 - Integrity Pact

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 an **Annual Maintenance Contract (AMC) for SAP ERP Hardware Infrastructure and Data Centre Systems in CSL** 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:-

1. 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.
 - 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. **In case any such preceding misconduct** on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled

3. Commitments of 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.7 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.
- 3.8 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.9 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.

3.10 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 para6.1(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 Monitor) for this Pact in consultation with the Central Vigilance Commission. Dr. Vinod Bihari Mathur, IFoS (Retd.) D302, Arborea Luxury Homes, Tarla Nagal, Near Doon Helidrome, Dehradun, Uttarakhand - 248001 Mobile: 9412054648 Email: vbm.ddn@gmail.com
- 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 Monitor 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 at on

For & on behalf of PRINCIPAL
Cochin Shipyard Limited
(Office Seal)

For & on behalf of BIDDER
(Office Seal)

Witness

Witness

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.