

COCHIN SHIPYARD LIMITED
(A Government of India Enterprise)



Invites

Request for Proposal (RFP)

For

**Annual Maintenance Contract for Computer Peripherals &
Facility Management Service**

Tender Ref No.	ISD/123/AMC/OEM/02/2026
Last Date of Submission of Bids	03 August 2026 at 15.00 Hrs IST

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Tender Notice for Annual Maintenance Contract for Computer Peripherals & Facility Management Service

Sealed tenders super scribing the enquiry number with date, last date of receipt of tender and opening date of tender are invited on behalf of Cochin Shipyard Limited from reputed (ISO 9001 Certified) and experienced firms with local service setup and office at Ernakulam for carrying out the under mentioned contract.

1	Enquiry No. & Date	ISD/123/AMC/OEM/02/2026 Dt. 27 July 2026
2	Tender Inviting Authority	Cochin Shipyard Limited (CSL)
3	Name of work	Annual Maintenance Contract for Computer Peripherals & Facility Management Service for two years. Initially the work order will be issued for one year. If the work is found satisfactory, the work order will be issued for the second year with same rate, terms and conditions.
4	Nature of bid process	Two bid Part I : Techno-Commercial Bid Part II : Price Bid
5	Bid Validity	90 Days from the date of opening of Price Bid
6	Earnest Money to be deposited	Rs. 15,000/-
7	Last date and time of receipt of tender	3 August 2026 at 15.00 Hrs IST
8	Date and time of opening of Techno Commercial Offer (PART I)	3 August 2026 at 15.00 Hrs IST
9	Price Bid opening (PART II)	Will be informed later to all the technically qualified bidders.
10	Short description of work	Annual Maintenance Contract for Computer Peripherals & Facility Management Service for two years.
11	Officer in-charge	Name : Bini Joseph Designation : Assistant General Manager (IT) Email ID : binijoseph@cochinshipyard.in, jesteena.mathew@cochinshipyard.in Phone : 0484 250 1906, 0484 250 1673

12	Address for submitting bids	Deputy General Manager (IT), Information Systems Department, 2 nd Floor - Main Office Building, Cochin Shipyard Limited Perumanoor PO, Kerala ,India, Pin: 682 015
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The bidders are requested to submit the sealed bids in the specified format in two parts.

For COCHIN SHIPYARD LIMITED
DEPUTY GENERAL MANAGER (IT)

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1. INTRODUCTION

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

The tender is invited for doing the comprehensive annual maintenance contract of computer peripherals & facility management service for a period of two years for maintaining the items in good working conditions for providing business continuity and uptime of IT facilities in Cochin Shipyard Limited. Initially the work order will be issued for one year. If the service is found to be satisfactory, the work order for the second year will be issued. Otherwise the contract will be terminated.

2. TENDER TERMS & CONDITIONS

1. CSL reserves the right to carry out the capability assessment of the bidder and the decision of CSL shall be final in this regard.
2. **Nature of tender :-** It is a two part tender namely:
 - (i) Part-I : Techno Commercial bid
 - (ii) Part-II : Price Bid

3. Techno Commercial bid :-

The bids of only those bidders who qualify the Pre-Qualification criteria will be considered for further processing. The bidder is requested to carefully go through Techno-Commercial Bid Format given at **Annexure I** and fill the corresponding forms. The bidder should submit the forms in the exact format as in tender document.

4. Price Bid: -

- a) Price for each of activities/items mentioned in **FORM VI/A** of tender documents to be quoted separately. This should be strictly in the price bid format shown as per FORM VI/A and also each page of this price bid document should be sealed and signed by the bidder. Offer with price bid which is different from the format shown in FORM VI/A will be rejected and will not be considered for further processing.
- b) Bidder should quote for all the items. Partial quote will be rejected.
- c) The rate should be quoted for one year (365 days). Some items warranty will be expired in between the year. For these items the period was specifically noted against the items in the price bid and should be quoted for the days specified in the price bid format.
- d) The Lowest bidder will be considered with this price bid.
- e) The price should be quoted in the price bid format placed at FORM VI/A and price shall remain firm during the tenure of the contract.

- f) Taxes should be quoted separately as in the price bid format.

5. **Bid submission method:-**

- (i) The bids must be submitted in sealed envelopes as follows:-

(a) **PART - I** (Envelope1): labeled as “**PART I - TECHNO COMMERCIAL OFFER FOR ANNUAL MAINTENANCE CONTRACT OF COMPUTER PERIPHERALS & FACILITY MANAGEMENT SERVICE**” including blank price format (Unpriced) certifying that the price bid has been offered as per the format of the tender.

(b) **PART - II** (Envelope2): labeled as “**PART II - PRICE BID FOR ANNUAL MAINTENANCE CONTRACT OF COMPUTER PERIPHERALS & FACILITY MANAGEMENT SERVICE**” as per the specified format. Prices to be quoted in Indian Rupees (INR). The price bid submitted not in the exact format shown in FORM VI/A will not be considered for further processing and will summarily be rejected.

(c) Envelope3: Bidders have to submit the EMD in a separate sealed envelope labeled as “**EMD FOR ANNUAL MAINTENANCE CONTRACT OF COMPUTER PERIPHERALS & FACILITY MANAGEMENT SERVICE**”. The bids of only those bidders who have submitted the EMD as above will only be considered for further tender process.

(d) Envelope4: Both the sealed bids (PART- 1 (Envelope 1), PART- II (Envelope 2) & EMD (Envelope 3)) should be enclosed in another sealed Envelope (Envelope 4) addressed to Deputy General Manager (IT) so as to reach on or before last date and time of receipt of tender specified. (Envelope 4 should include Envelope1, Envelope2 and Envelope3 and should be labeled as “**ANNUAL MAINTENANCE CONTRACT FOR COMPUTER PERIPHERALS & FACILITY MANAGEMENT SERVICE (TENDER REF NO: ISD/123/AMC/OEM/02/2026)**”)

- (ii) Sealed bids addressed to The Deputy General Manager (IT) should reach the address indicated in the tender notice on or before the due date and time. Bids submitted by email will not be considered and shall be rejected. CSL will not be responsible for postal delay, non-delivery/non-receipt of tender documents or delivery of the bid in any address other than the address specified in the tender notice. It will be the sole responsibility of the bidder to ensure that the bid is delivered before due date and time in the specified address.

- (iii) EMD will be refunded after finalisation of the contract, and after receipt of necessary security deposit in respect of successful bidder.

- (iv) The bidders have to submit the bid signed and sealed in all pages.

- (v) Any corrections in the bid document should be authenticated by the bidder by putting signature with stamp.

(vi) The price bid enclosed along with the techno-commercial bid, instead of keeping it in a separate envelope, shall be out rightly rejected.

6. **Tender Opening:** All the tenders received up to the date and time mentioned as “Last date & Time of receipt of tender” of this document will only be considered for further processing and tenders received late shall not be considered under any circumstances.

Part I (Techno Commercial bid) will ONLY be opened on the date mentioned as “Date & Time of opening of Technical Bid (PART I)” in the tender notice, in presence of the bidders, if present.

Part II (Price bid) of ONLY qualified eligible bidders will be opened on a later date which will be informed to the qualified eligible bidders by CSL through email or phone. The bidder or his authorized representative may attend this price bid opening and shall sign in a register maintained by CSL as a proof of his attendance.

7. **Evaluation of offers:** - 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 bid.

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.

CSL also reserves the right to cancel the tender at any point of time without assigning any reasons whatsoever.

8. **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.
9. **Language of the Bid:** – The bid as well as all the related documents, conversations and correspondence will be in English language.
10. Offers furnished should be free from overwriting. Corrections and additions. Corrections if any must be attested.

11. **EMD:** - Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees Fifteen Thousand Only) shall be remitted in the form of Demand Draft from Scheduled Banks in favour of "Cochin Shipyard Limited" payable at Kochi. Cash, Cheque, Bank Guarantee, Postal orders etc., are not acceptable.

No interest will be payable to EMD. The EMD of the successful bidder will be returned only after execution of the Contract Agreement and after furnishing of the required Security Deposit / Performance Bank Guarantee.

Bidders with valid registration under National Small Industrial Corporation (NSIC) / Micro Small and Medium Enterprises (MSME) will be eligible for all relaxation subject to the submission of valid documents. To qualify for EMD exemption, firms should necessarily submit valid copy of the Registration Certificate along with the list of items / services for which they are registered, as issued by NSIC, in Part-I Technical Bid.

The EMD may be forfeited:-

- (a) Bidder withdraws amends, impairs or derogates from the tender, agreed conditions of TNC / TC in any respect within the period of validity of his offer.
 - (b) Non-acceptance of order.
12. CSL reserves the right to modify, expand, restrict, scrap this proposal or reject any RFP any time without assigning any reason.
13. All corrigenda, addenda, amendments and clarifications to tender specifications will be hosted in the website www.cochinshipyard.in and Central Public Procurement Portal. Bidders shall keep themselves updated with all such developments till the last date and time of submission of the tender.
14. All costs and expenses incurred by the Recipient/ Bidder in any way associated with the development, preparation and submission of bids, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by the CSL, will be borne entirely and exclusively by the bidder.

15. Pre-Contract Integrity Pact

As per Government of India (Central Vigilance Department), CSL and the BIDDER 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 VII and to submit along with offer (Mandatory condition).

All pages of the Integrity Pact are to be returned by the bidder duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. Any bid not accompanied by

Integrity Pact duly signed by the bidder shall be considered to be a non- responsive bid and shall be rejected straightway.

3. CONTRACT TERMS AND CONDITIONS

1. Scope of Work

The contractor should provide the Comprehensive Annual Maintenance Contract (AMC) for Computer Peripherals & Facility Management Service as per the list of equipment's in Annexure II for a period of two years for maintaining the equipment's in good working conditions for providing business continuity and uptime for IT facilities in Cochin Shipyard Limited. Initially the work order will be issued for one year. If the service is found to be satisfactory, the work order for the second year will be issued with same rate, terms and conditions. The contract may again be extended on mutual consent basis, if the service provided after the two years is found satisfactory. However this will be at the sole discretion of CSL.

2. The summary details of peripherals are enclosed at Annexure II. These lists are indicative only. Once the work order is awarded, the contractor's team should verify the list of items and should prepare a final list of items by jointly working with the CSL representative and the task has to be completed within 45 days from starting of contract. The final list hence prepared may have inclusion/exclusion of items as the contract proceeds. For any such alterations, intimation shall be given to the contractor formally in advance.
3. During the contract period, the contractor should accept more number of items into the existing list of AMC items for which rates are already available in the contract. The rates for these newly added items will be same as the rates in the existing contract. If substantial quantities of new items are added into the scope of the contract, the contractor should be ready to pass on the proportionate benefits to CSL by means of reduction in the rates or by discounts after mutual agreement with CSL. The charges for the maintenance of these newly added items shall be payable to the contractor on quarterly basis along with the maintenance charges for the items in the contract. Also the same way, deletion of any items from the list shall also be intimated to the contractor in advance and charges shall be deducted proportionately from the quarterly payments.
4. The contractor shall cover both **preventive** as well as **corrective** maintenance of all items for all the working days and holidays as and when required as specified in this contract conditions.
5. The contract is comprehensive and covers **free replacement of all defective parts with parts from the respective OEM**. If the OEM brand is not available in the open market, the contractor should arrange items of equivalent/superior technical specification and high quality from reputed makes and replace the defective items after getting proper approval from the concerned CSL supervisor/officer. The contract will not cover for consumables like ribbons, cartridges and UPS battery. Quarterly review of maintenance shall be done by CSL supervisor/officer.
6. The contractor shall keep minimum working **spares as a standby buffer stock** as per the list shown in Annexure III for ready quick and prompt replacement and servicing.

- A register is to be maintained for all replacements (full units and spare parts) and quarterly review of maintenance shall be done by CSL supervisor/officer. The contractor should immediately restore the required quantity of spares even if the spares are allotted permanently to users as required.
7. The replaced **defective parts** shall not be returned to the contractor, items are to be returned to CSL. However CSL may after consideration, hand over the defective parts to the contractor periodically as required except Hard Disks, SSDs and other storage devices.
 8. The contract is comprehensive and **covers free replacement of all defective parts**, except consumables like ribbons, cartridges and UPS battery. Approval from IS department/SR(IT) is mandatory if defective parts are replaced with equivalent brands. Records to be maintained for this and quarterly review of the maintenance shall be done by CSL personnel.
 9. The contractor should deploy **one resident service co-ordinator at IS Department, CSL** and minimum three **resident service engineers** for the services at CSL. Among three resident service engineers, two are deployed at ISD and one at SR for execution of the project at corresponding areas.
 10. Service co-ordinator and service engineers shall sign the attendance register kept at corresponding locations of ISD and SR **at 08:00 Hrs** and be available **up to 16:30 Hrs** on all CSL working days. The timings may vary as per the CSL working timings. As the users in CSL are working on different shifts, if required, Service co-ordinator & service engineers need to attend the duty on these shifts which will be intimated in advance.
 11. A **penalty** will be applicable on the absence of co-ordinator /service engineers in CSL premises. Service engineers shall be deployed in CSL from the approved list of co-ordinator/qualified service engineers submitted earlier by the contractor. Only those who have been **covered under ESI, EPF, Accident coverage Insurance** and other applicable statutory obligations will be permitted to enter CSL premises for carrying AMC related jobs in CSL. The details of remittances of ESI/EPF contributions shall be submitted to CSL for verification.
 12. The Service co-ordinator should
 - a. Be the single point of contact for CSL for all the correspondence with the Contractor.
 - b. Should co-ordinate the service engineers of ISD and SR divisions.
 - c. Should be responsible for co-ordinating the calls and feedback of complaints. Should monitor and solve the complaints in the online complaint registration tool continuously/as reported by IT supervisors.
 - d. Should prepare and hand over the weekly call report, monthly and Quarterly review for doing payments.

- e. Should be responsible for doing asset verification as per the time lines by arranging the appropriate engineers. If the resident engineers are not sufficient, then can arrange sufficient extra engineers from the office of contractor to complete the work on time.
 - f. Responsible for maintaining the required sufficient working spares as per the terms of contract. Should also track the spare items while placing the spare on complaint locations and replacing back with original systems.
 - g. Responsible for completing the Preventive Maintenance (PM) as per the schedule in the contract. If the resident engineers are not sufficient for completing the PM on time, then can arrange sufficient additional engineers from the office of contractor so as to complete the PM on time. PM report to be submitted to ISD on time.
 - h. Should be responsible for maintaining the track of Material out pass items and returning the items as per schedule.
 - i. Arranging service engineers in case if any service engineer is on leave.
 - j. The service co-ordinator should be responsible for keeping all the records required for maintaining the contract.
 - k. Attending the calls and resolving the issues.
16. The bio-data of the service co-ordinator, the 3 service engineers and the 3 standby engineers should be get approved by CSL. Only approved service co-ordinator & service engineers with adequate qualification specified in prequalification condition are allowed to take charge. The bidder shall **depute the same service co-ordinator and service engineers to CSL for continuity of operations and rectification of problems.**
17. Service co-ordinator and Service Engineers shall maintain **proper discipline and code of conduct.** The contractor should obtain prior written approval from CSL before changing the resident service engineers. The contractor should ensure that the service co-ordinator and service engineer who was working with CSL for a considerable period of time will do the proper knowledge transfer (KT) to the newly joining substitute.
18. If the service of service co-ordinator and the service engineers are not found to be satisfied, CSL reserves the right to change them. The contractor should give a sufficient replacement within 3 working day on the approval and proper Knowledge transfer should be ensured for the newly joining service engineers.
19. Service co-ordinator & Service engineers shall be responsible for attending all system related problems and provide facility management services for **equipment's outside AMC** also. For equipment's outside AMC, a first level of service, where the problem is identified and standby arrangement may be provided with CSL system.
20. The co-ordinator/ service engineers should be ready to attend complaints from all the departments, sections and office locations inside Kerala.

21. **Expenses** for travel, phone charges, food and accommodation etc. for the service engineers will not be borne by CSL.
22. The co-ordinator/service engineers shall attend any reported fault **within one to two hours from the time of reporting**. As far as possible, the repairs should be carried out on-site itself. However, in case the equipment is to be taken to the workshop, the contractor should provide a standby for the same.
23. The contractor should provide the co-ordinator/service engineers the **Personnel Protection Equipment (PPEs)** at contractor's cost and the contractor should ensure that the co-ordinator/ service engineers strictly follow the safety rules and regulations and use Personnel Protection Equipment's (PPE) as applicable for safe working in CSL.
24. The services of the co-ordinator /engineers may be **required beyond office** hours on working days on some occasions to meet emergency situation. The contractor should ensure that on such occasions, the personnel are deputed.
25. The contractor shall **not subcontract** or outsource or permit any third party other than the service engineers to perform any of the work or services under this contract without prior consent and approval from CSL.
26. **Preventive maintenance** of all equipment's is to be done twice a year. Preventive Maintenance (PM) for PCs can be clubbed with maintenance done while a complaint is reported and shall be carried out on machines on request basis and payment will be based on feedback report from the user. The quarterly payment will be strictly made on the basis of satisfactory report from the users. Penalty charges as per the rates shall be deducted if no PM is done on the items during the contract. Schedule for PM should be intimated to IS Department/SR IT in advance. PM Register or Forms are to be maintained by the co-ordinator/service engineers and be made available for verification by CSL. Sufficient engineers should be allotted in addition to the resident service engineers to complete the PM successfully on time.
27. All items under AMC shall be checked periodically and any problems arises due to external factors like **electric power, rat and other environmental issues** found has to be reported at the earliest. All the items under AMC are to be maintained in good working condition and under no circumstances exemption will be given for failures due to such external factors, if the service engineers fail to produce the proof or fail to bring it to the notice of CSL supervisor/officer.
28. The hardware and software problems reported by the users will be available in the complaint handling system or notified to the contractor's team and have to be attended by them based on priority indicated. On some occasions such complaints may be given directly by CSL personnel on **non-working days**. The service engineers should be ready to attend and resolve the issues immediately on such situations also and the contractor will be paid for this extra service at an additional cost of Rs 800/- per day per person and Rs.400 for half day per person. For all such complaints given telephonically, service co-ordinator should maintain a record on the AMC attendance register on the first available occasion and attend to them at the earliest.

29. **Security Deposit** - The successful bidder should remit a security deposit of 3% of the base value of the order by way of bank guarantee as per CSL format placed at Annexure VI from a nationalized or scheduled banks in India, if the order is placed, towards satisfactory performance of the contract and for the enforcement of agreed performance. The bank guarantee shall be valid till the completion of the contract plus a grace period of one year plus 90 days.
30. All the equipment's should be maintained in **good working** condition till the completion of the AMC, failing which security deposit will be forfeited.
31. Any issue reported is to be solved within three days from the time of reporting of the compliant. If any UPS/Printer/Scanners, is not repaired and made fully functional within **two days** from the time of reporting, the contractor shall have to provide additional standby UPS/Printer/Scanners/accessory of equivalent or higher configuration. If, however, the contractor fails to repair or provide additional standby PC/accessory within three days, then a penalty as per Penalty clause will be applicable for each day thereafter till the PC/accessories are repaired/replaced.
32. Cochin Shipyard shall have the option to **terminate the agreement** at any time if the service is found to be unsatisfactory. A quarterly/monthly review of the service will be carried out and if found unsatisfactory, the contract can be terminated which shall be final and binding.

33. Penalty Clauses

1. Downtime Penalty

- a) The contractor shall be liable to pay downtime penalty at the following rates for non-repair of systems and peripherals after problems are reported beyond the **free period of three working days**. This shall also cover intermittent failures and repetitive problems due to improper diagnosis or repair which shall be treated as continuously down.
- b) Whenever the systems cannot be repaired and made fully functional within three working days, the service provider will have the option to provide alternate equipment of matching specification as **standby arrangement**. This standby equipment has to be replaced with original equipment within a span of 15 days beyond which it will again attract the penalty as per down time penalty clause.
- c) If any defective items are not repaired and made ready within fifteen days, it shall be arranged to be rectified by other agencies and the total cost incurred for the repair will be borne by the AMC contractor.
- d) Penalty charges are as follows.

Downtime penalty charges for Items		
Sl No	Device	Penalty Charges (In Rs.) per day
1	Printer/scanner	150.00
2	UPS	100.00
Other Downtime penalty charges		
Sl No	Items	Penalty Charges (In Rs.)
1	Not doing Preventive Maintenance requested	100.00 per Item
2	Absence of Service Engineers one full day	800.00 per day
3	Absence of Service Engineers one half day	400.00 per half day
4	Penalty for not keeping Spare Printer as per spare list	150.00 per day
5	Penalty for not keeping Spare Scanner as per spare list	150.00 per day
6	Penalty for not keeping Spare UPS as per spare list	100.00 per day

34. The total penalty charge is capped at a maximum 20% of the total amount for the AMC payment period and will be deducted from the payment for every quarter.

35. **Self-declaration** for accepting the terms and condition for this tender should be signed and the format is attached in **Form V/A** : Letter of Confirmation/Declaration.

36. **Payment Terms** The payment for the service will be released each quarter after service, within 30 days on the receipt of the tax invoice submitted by the contractor for the respective quarter. The payment will be released after adjusting the applicable penalty charges in each quarter. The contractor should clearly indicate the GST number invariably in all the bills/invoices. Payments will be made through NEFT/RTGS mode only and necessary details should be furnished to Finance Dept. No advance payments will be released for any of the services or procurement of any parts or spares.

37. All **statutory taxes** will be deducted as per rule.

4. GENERAL TERMS AND CONDITIONS

1. **Risk Purchase:** If the service provider fails to provide AMC services or violate any of the terms and conditions of the work order, CSL shall have the following rights.
 - a. To terminate the contract with 15 days' notice forfeiting the security deposit.
 - b. To initiate alternate service provider selection at the risk and cost of the supplier.
2. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to

deliver the services will entail the cancellation of the order and forfeiture of Earnest Money/Security deposit, if any and risk purchase.

3. All Taxes and duties if any, and any payable extra amount for servicing need to be clearly indicated in the price part.
4. CSL does not bind itself to accept the lowest or any tender and reserves the right to reject any or all or a part of any tenders/bids at its discretion.
5. The bidders are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for.
6. In case any of the conditions is not acceptable to be bidder, it should be specifically indicated in the tender failing which it will be presumed that all the terms and conditions are acceptable.
7. If the service provider does not adhere to Terms & Conditions of the AMC order, he will be made liable to pay such penalties as would be imposed by the competent authority of CSL.
8. The firm should quote for complete items in the price bid. Incomplete, part or conditional Quotations are not acceptable.
9. The bidder should send a demand draft for Rs. 15,000/- (Rs. Fifteen Thousand only) in favour of "Cochin Shipyard Ltd" towards **Earnest Money Deposit (EMD)**, Bidders are requested to write their name and full address at the back of the DD submitted in support of Tender document. Bids not accompanied by the requisite amount of Earnest money shall be rejected out rightly. EMD's of all bidders will be returned after the tendering process.
10. Cochin Shipyard Ltd reserves the right to cancel the tender at any stage without assigning any reason.
11. Obligations of Cochin Shipyard
 - a) The Cochin Shipyard shall pay Annual maintenance charges for the Equipment as per rates quoted. The maintenance charges are payable at the end of each quarter shall be on the basis of satisfactory feedback from the users.
 - b) Cochin Shipyard shall be responsible for assuring the proper use, management and supervision of the equipment's.

12. Force Majeure

Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of GOD or any inevitable or unforeseen event beyond human control which may be constructed as is usually agreed, to be justified by the circumstance of the case. The occurrence/cessation of force majeure situation is to informed with documentary evidence within 15 days from the date of occurrence/cessation.

13. Confidentiality

This request for proposal and all materials submitted by CSL for this purpose, must be considered confidential, and may not be distributed or used for any purpose other than the preparation of a response for submission to CSL. The Bid documents shall

remain the exclusive property of the CSL without any right to the Bidder to use them for any purpose other than the preparation of a response for submission to CSL. **Non-disclosure agreement (NDA) as per Annexure V** shall be signed by the successful bidder. Disclosure of any part of the information contained therein to parties not directly involved in providing the services /products requested, could result in disqualification and/or legal action. When submitting confidential material to CSL, the bidder must clearly mark it as such.

14. Jurisdiction

All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Ernakulam, Kerala, India.

15. Right to Terminate the process

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

16. Termination of the contract

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

- a. In the event of the successful bidder having been adjudged insolvent or going into liquidation or winding up their business or failing to observe any of the provisions of the contract or any of the terms and conditions governing the contract or failure to render the contracted services in time, CSL shall be at the liberty to terminate the contract forthwith without prejudice to any other right or remedies under the contract and to get the work done by other agencies at the risk and cost of the successful bidder and to claim from the vendor any resultant loss sustained or costs incurred.
- b. When the successful bidder is found to have made any false or fraudulent declaration or statement to get the contract or he is found to be indulging in unethical or unfair practices.
- c. When both parties mutually agree to terminate the contract.
- d. If the successful bidder subcontracts or transfers or assigns the contract or any part thereof to a third party.

5. ANNEXURES

ANNEXURE I – TECHNO-COMMERCIAL BID FORMAT

The techno-commercial bid should contain the following documents in FORMS of fixed format and it's supporting documents in below order:

1. TECHNICAL LITERATURE ABOUT THE COMPANY.
2. Form I/A : PRE QUALIFICATION FORM and its supporting documents.
3. Form II/A : ESCALATION MATRIX and its supporting documents
4. Form III/A : DETAILS OF AMC CONTRACTS and its supporting documents
5. Form IV/A : DETAILS OF RESIDENT SERVICE CO-ORDINATOR AND 3 SERVICE ENGINEERS and its supporting documents
6. Form V/A : LETTER OF CONFIRMATION / DECLARATION and its supporting documents

FORM I/A: PRE QUALIFICATION FORM

a. The information about the company.

Sl No	Description	Details	Attachment page number in the bid document
1	Name of the Bidder (Company / LLP) (As per the Certificate of Incorporation / Registration) Certificate of Incorporation / Registration No. (Copy of the Certificate of Incorporation / Registration Certificate shall be enclosed)		
2	Address (with Tel. No., Fax no. & E-mail address) (Proof of address need to be attached)		
3	Contact Person/Account Manager for CSL (Attach Escalation Matrix including contact details in Form II/A)		
4	The number of years of experience in computer peripherals maintenance business.		

5	List of customers in Kerala.		
6	Income tax clearance certificate (Copy to be attached)		
7	PAN No: (Copy of PAN card to be attached)		
8	GST No: (Copy to be attached)		

b. Pre-Qualification Compliance sheet (Should comply the following details to Qualify the technical bid)

Sl No	Description	Compliance (Y/N)	Proof	Page number in the bid document															
1	The firm must have expertise in preventive onsite maintenance and repair of computers & peripherals including Laser/Inkjet/Office jet/Heavy duty/network printers, scanners, UPS and other hardware parts and accessories. The firm shall provide evidence to show that it has been awarded at least two orders with minimum 100 Printers/Scanners/UPS for maintenance contracts during last 4 years in Kerala from the date of publishing this tender.		Details to be filled in a. Form III/A: DETAILS OF AMC CONTRACTS b. Copy of executed work order & c. Copy of work completion certificate to be attached																
2	The Company should have annual turnover from AMC services of at least Rs.1 Crores during the financial years, 2024-2025 and 2025-2026(Audited)		<table border="1"> <thead> <tr> <th>Sl No</th><th>Fin Yr.</th><th>Turnover (INR)</th><th>Name of supporting Doc</th><th>Doc Attached (Yes/No)</th></tr> </thead> <tbody> <tr> <td>1</td><td>2024-2025</td><td></td><td></td><td></td></tr> <tr> <td>2</td><td>2025-2026</td><td></td><td></td><td></td></tr> </tbody> </table> (Audited certificate and Statement/copy of P&L needs to be attached)	Sl No	Fin Yr.	Turnover (INR)	Name of supporting Doc	Doc Attached (Yes/No)	1	2024-2025				2	2025-2026				
Sl No	Fin Yr.	Turnover (INR)	Name of supporting Doc	Doc Attached (Yes/No)															
1	2024-2025																		
2	2025-2026																		

3	The Company should have positive Net worth during the two consecutive financial years ,2024-2025 and 2025-2026(Audited).		<table border="1"> <thead> <tr> <th>Sl No</th><th>Fin Yr.</th><th>Net Worth (INR)</th><th>Name of supporting Doc</th><th>Doc Attached (Yes/ No)</th></tr> </thead> <tbody> <tr> <td>1</td><td>2024-2025</td><td></td><td></td><td></td></tr> <tr> <td>2</td><td>2025-2026</td><td></td><td></td><td></td></tr> </tbody> </table> (Audit Certificate and Statement/copy of Balance sheet needs to be attached)	Sl No	Fin Yr.	Net Worth (INR)	Name of supporting Doc	Doc Attached (Yes/ No)	1	2024-2025				2	2025-2026				
Sl No	Fin Yr.	Net Worth (INR)	Name of supporting Doc	Doc Attached (Yes/ No)															
1	2024-2025																		
2	2025-2026																		
4	The company will provide the Service coordinator and Service Engineers with the following count, qualification and experience. Qualification & experience of Service coordinator and Service Engineers: (i) Resident service coordinator: 1 Number [should satisfy Qualification and experience from below (I) or (II)] (I) a) Service Coordinator shall have successfully completed either B.Tech. in Computer Science, Computer Engineering, Information Technology, Electronics, MCA, or M.Sc. in Computer Science/Information Technology from a recognized University, or a 3-year Degree/Diploma in Computer Hardware, Computer Engineering, or Electronics from a recognized University/Technical Institute.		Details to be filed in Form IV/A: DETAILS OF RESIDENT SERVICE CO-ORDINATOR AND 3 SERVICE ENGINEERS																

b) Service coordinator should have minimum 1 years' experience in handling the issues related to PC hardware, software, installing printers & scanners, basic networking, Operating systems etc. Or (II) a) Service Coordinator shall have successfully completed a 1-year Diploma in Computer Hardware, Computer Engineering, or Electronics, or an ITI qualification, or a valid certification course of minimum one-year duration in a relevant field from a recognized University, Technical Institute, or Government-recognized training institution. b) Service coordinator should have minimum 2 years' experience in handling the issues related to PC hardware, software, installing printers & scanners, basic networking etc. (ii) Resident service engineers : 3 numbers a) Service Engineer shall have successfully completed either (i) B.Tech. in Computer Science, Computer Engineering, Information Technology, or Electronics, MCA, or M.Sc. in Computer Science/Information Technology from a recognized University; or (ii) a 3-year Degree/Diploma in Computer Hardware, Computer Engineering, or Electronics from a recognized University/Technical			
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	Institute; or (iii) a 1-year Diploma in Computer Hardware, Computer Engineering, or Electronics, an ITI qualification, or a valid certification course of minimum one-year duration in a relevant field from a recognized University, Technical Institute, or Government-recognized training institution. b) Service engineers should have minimum 1 year's experience in handling the windows based hardware, software, printer, Scanner, UPS and basic networking.			
5	The offer should include the Bio-data of service engineers including Name, age, qualification and experience whom are going to deploy at CSL for carrying out the contract.		Bio-data & Experience certificate to be attached.	
6	The firm should have ISO 9001 certification for Computers and Peripherals Servicing.		Valid ISO 9001 Certificate to be attached.	
7	The firm participating in the tender should have the functioning local office in Ernakulam.		Copy of address proof to be attached	

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

FORM II/A: ESCALATION MATRIX

REF: Tender No: ISD/123/AMC/OEM/02/2026

Escalation Level	Personnel	Designation	Contact Details, Address with email & Contact No (Landline & Mobile)
1			
2			
3			

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

FORM III/A: DETAILS OF AMC CONTRACTS

REF: Tender No: ISD/123/AMC/OEM/02/2026

Details of AMC awarded (Copy of executed work order and work completion certificate to be attached)						
Sl No	Name of Organization	Period of AMC	Number of Printers /Scanners/UPS	Customer Contact person details	Details of hardware handled	Attachment Page number in the bid document
1						
2						
3						
4						

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

FORM IV/A: DETAILS OF RESIDENT SERVICE CO-ORDINATOR AND 3 SERVICE ENGINEERS

REF: Tender No: ISD/123/AMC/OEM/02/2026

(i) Resident Service co-ordinator details

Sl No	Name	Qualification with Branch	% marks	Year of Experience	Firm details (Reference name and contact no)	Copy of certificate attached. (Y/N)	Attachment Page number in the bid document
1							
2							

(ii) Service engineer details

Sl No	Name	Qualification with Branch	% marks	Year of Experience	Firm details (Reference name and contact no)	Copy of certificate attached. (Y/N)	Attachment Page number in the bid document
1							
2							
3							
4							

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

FORM V/A: LETTER OF CONFIRMATION / DECLARATION

To,

The Deputy General Manager (IT)
Information Systems Department (ISD)
2nd floor, Main office
Cochin Shipyard Ltd
Perumanoor PO, Kerala
Cochin – 682 015.

REF: Tender No: ISD/123/AMC/OEM/02/2026

Dear Sir,

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

Our company is agreeable to provide the services as per the RFP. We agree to all the terms and conditions of the Tender No: ISD/123/AMC/OEM/02/2026

We shall observe confidentiality of all the information passed on to us in course of the Annual Maintenance Contract for Computer Peripherals at CSL and shall not use the information for any other purpose than the current tender.

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

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

ANNEXURE II - LIST OF ITEMS

SL NO	ITEM	DESCRIPTION	QUANTITY (L)
1	UPS (one year)	UPS	1365
2	UPS (21.11.2026-20.08.2027)	UPS	2
3	UPS (28.11.2026-20.08.2027)	UPS	2
TOTAL UPS (A)			1369
4	SCANNER (one year)	CANON LIDE 110	8
5	SCANNER (one year)	CANON IMAGE CLASS MF 4370 DN	1
6	SCANNER (one year)	HP SCANJET G2410	25
7	SCANNER (one year)	HP SCANJET 2400	1
8	SCANNER (one year)	HP SCANJET 3500C	1
9	SCANNER (one year)	HP SCANJET 4500C	1
10	SCANNER (one year)	HP SCANJET N6310	9
11	SCANNER (one year)	HP SCANJET PRO 3000 S2	2
12	SCANNER (one year)	HP SCANJET PRO 3000 S3	5
13	SCANNER (one year)	HP SCANJET PRO 3000 S4	1
14	SCANNER (one year)	HP SCANJET PRO 2000 S1	103
15	SCANNER (07.02.2028 to 20.08.2028)	HP SCANJET PRO 2000 S2	1
16	SCANNER (one year)	HP SCANJET PRO 2000 F1	2
17	SCANNER (one year)	HP SCANJET PRO 2800 F1	1
18	SCANNER (one year)	HP SCANJET 200	1
19	SCANNER (one year)	UMAX SCANNER	2
20	SCANNER (one year)	CANON DR-C230	4
21	SCANNER (one year)	CANON IMAGEFORMULA P-215II	1

TOTAL SCANNER (B)			169
22	PRINTER (one year)	3 IN ONE LASERJET PRINTER A3, COLOR	2
23	PRINTER (one year)	3 IN ONE LASERJET PRINTER A3, BW	1
24	PRINTER(one year)	3 IN ONE LASERJET PRINTER A3, BW	1
25	PRINTER (one year)	3 IN ONE LASERJET PRINTER A4, BW	14
26	PRINTER (04.10.2026-20.08.2027)	3 IN ONE LASERJET PRINTER A4, BW	2
27	PRINTER (02.05.2027-20.08.2027)	3 IN ONE LASERJET PRINTER A4, BW	2
28	PRINTER (one year)	3 IN ONE LASERJET PRINTER A4, COLOR	36
29	PRINTER (one year)	3 IN ONE LASERJET PRINTER A4,COLOR	9
30	PRINTER (one year)	ALL IN ONE DESKJET PRINTER A4, COLOR	26
31	PRINTER (one year)	DESKJET PRINTER A3, COLOR	17
32	PRINTER (one year)	DESKJET PRINTER A4, COLOR	1
33	PRINTER (one year)	DOT MATRIX PRINTER	4
34	PRINTER (one year)	INK TANK, BW	7
35	PRINTER (one year)	INK TANK, COLOR	12
36	PRINTER (one year)	LABEL PRINTER	424
37	PRINTER (one year)	LASER PRINTER A3, BW	24
38	PRINTER (one year)	LASER PRINTER A4, BW	1
39	PRINTER (one year)	LASER PRINTER A4, COLOR	4
40	PRINTER (one year)	LASERJET HEAVY DUTY PRINTER A4, BW	8
TOTAL PRINTER (C)			612

ANNEXURE III - LIST OF SPARES TO BE MAINTAINED IN CSL DURING THE CONTRACT PERIOD

The following minimum spares are to be maintained in good working condition suitable for the equipment's in CSL.

Sl. No.	Description	Qty
1	A4 LaserJet Printer	8 Nos
2	A4 LaserJet Printer Duplex	3 Nos
3	A4 All in one Printer	4 Nos
4	A4 Heavy Duty Printer	1 Nos
5	A3 Heavy Duty Printer	1 Nos
6	A3 LaserJet/ Desk Jet Printer Colour	2 Nos
7	A4 Desk Jet Printer	2 Nos
8	Label Printer	1 Nos
9	A4 Laser Colour Printer	1 Nos
10	Ink tank colour	1 Nos
11	Dot Matrix Printer	1 Nos
12	All in one Deskjet Printer A4 Colour	1 Nos
13	Scanner	8 Nos
14	UPS 600 VA (with battery)	20 Nos

FORM VI/A- PRICE BID FOR ANNUAL MAINTENANCE CONTRACT FOR COMPUTERS AND PERIPHERALS

SL NO	ITEM	DESCRIPTION	QUANTITY (L)	UNIT RATE FOR ONE YEAR (M)	DAYS	AMOUNT FOR THE DAYS	AMOUNT WITH QTY	GST %	GST AMT	TOTAL
					(N)	(O) = (M/365*N)	(P) = (L * O)	(Q)	(R = P * Q/100)	(S = P + R)
1	UPS (one year)	UPS	1365		365			18		
2	UPS (21.11.2026-20.08.2027)	UPS	2		273			18		
3	UPS (28.11.2026-20.08.2027)	UPS	2		266			18		
TOTAL UPS (A)			1369		365			18		
4	SCANNER (one year)	CANON LIDE 110	8		365			18		
5	SCANNER (one year)	CANON IMAGE CLASS MF 4370 DN	1		365			18		
6	SCANNER (one year)	HP SCANJET G2410	25		365			18		
7	SCANNER (one year)	HP SCANJET 2400	1		365			18		
8	SCANNER (one year)	HP SCANJET 3500C	1		365			18		
9	SCANNER (one year)	HP SCANJET 4500C	1		365			18		
10	SCANNER (one year)	HP SCANJET N6310	9		365			18		
11	SCANNER (one year)	HP SCANJET PRO 3000 S2	2		365			18		

12	SCANNER (one year)	HP SCANJET PRO 3000 S3	5		365			18		
13	SCANNER (one year)	HP SCANJET PRO 3000 S4	1		365			18		
14	SCANNER (one year)	HP SCANJET PRO 2000 S1	103		365			18		
15	SCANNER (07.01.2028-20.08.2028)*	HP SCANJET PRO 2000 S2	1		227			18		
16	SCANNER (one year)	HP SCANJET PRO 2000 F1	2		365			18		
17	SCANNER (one year)	HP SCANJET PRO 2800 F1	1		365			18		
18	SCANNER (one year)	HP SCANJET 200	1		365			18		
19	SCANNER (one year)	UMAX SCANNER	2		365			18		
20	SCANNER (one year)	CANON DR-C230	4		365			18		
21	SCANNER (one year)	CANON IMAGEFORMULA P-215II	1		365			18		
TOTAL SCANNER (B)			169		365			18		
22	PRINTER (one year)	3 IN ONE LASERJET PRINTER A3, COLOR	2		365			18		
23	PRINTER (one year)	3 IN ONE LASERJET PRINTER A3, BW	5		365			18		
24	PRINTER(one year)	3 IN ONE LASERJET PRINTER A3, BW	1		365			18		
25	PRINTER (one year)	3 IN ONE LASERJET PRINTER A4, BW	79		365			18		

26	PRINTER (04.10.2026- 20.08.2027)	3 IN ONE LASERJET PRINTER A4, BW	2		274			18		
27	PRINTER (02.05.2027- 20.08.2027)	3 IN ONE LASERJET PRINTER A4, BW	2		64			18		
28	PRINTER (one year)	3 IN ONE LASERJET PRINTER A4, COLOR	4		365			18		
29	PRINTER (one year)	3 IN ONE LASERJET PRINTER A4,COLOR	1		330			18		
30	PRINTER (one year)	ALL IN ONE DESKJET PRINTER A4, COLOR	43		365			18		
31	PRINTER (one year)	DESKJET PRINTER A3, COLOR	8		365			18		
32	PRINTER (one year)	DESKJET PRINTER A4, COLOR	18		365			18		
33	PRINTER (one year)	DOT MATRIX PRINTER	17		365			18		
34	PRINTER (one year)	INK TANK, BW	1		365			18		
35	PRINTER (one year)	INK TANK, COLOR	5		365			18		
36	PRINTER (one year)	LABEL PRINTER	8		365			18		
37	PRINTER (one year)	LASER PRINTER A3, BW	17		365			18		
38	PRINTER (one year)	LASER PRINTER A4, BW	371		365			18		
39	PRINTER (one year)	LASER PRINTER A4, COLOR	23		365			18		
40	PRINTER (one year)	LASERJET HEAVY DUTY PRINTER A4, BW	5		365			18		

TOTAL PRINTER (C)	612		365			18		
GRAND TOTAL (D) = (A) + (B) + (C)								
Amount in words:								

*The item in line number 15 of the price bid format comes under AMC for the year 2027-2028. But the total price quoted will be considered for choosing the L1 bidder.

Date:

Authorized Signatory with company seal.

Note:

NOTE: -

1. In the case of error in multiplication/addition in the amount calculated, the unit rate quoted will be considered as correct and the total amount will be calculated accordingly. In case the total amount shown in words is not matching with the total amount given in numbers, the unit rate quoted will be considered as correct and the total amount will be calculated accordingly.
2. Individual lowest rate will not be taken for considering L1. The job being turnkey in nature, the total amount including GST will be considered for arriving the L1 amount.
3. The prices shall be quoted in INR only.
4. GST shall be mentioned in the separate column as provided in the format.
5. Providing price bid in any other format other than the above price bid format will lead to rejection of the bid.
6. The bidder who has submitted the lowest total cost among the qualified bidders shall be eligible for award of contract and full order will be placed on the single firm subject to the fulfilment of all the tender requirements. Splitting of order will not be considered for this project. If two or more bidders submitted the same L1 amount, then CSL will select the bidder with highest number of system implementations.

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

ANNEXURE V – NON DISCLOSURE AGREEMENT (NDA)**NON-DISCLOSURE AGREEMENT**

This Non Disclosure Agreement (the “Agreement”) is entered into this, by and between;

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

AND

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

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

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

WHEREAS, the Receiving Party is engaged in the business of Annual Maintenance Contract (AMC) for Computers and Peripherals.....

WHEREAS, the Receiving Party and Disclosing Party are entering into a Contract/ contemplate a relationship for the purpose of Annual Maintenance Contract (AMC) for Computers and Peripherals..... (hereinafter referred to as the “Transaction”) and in the process of conducting the Transaction by the Receiving Party, the Disclosing Party shall disclose to the Receiving Party certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential.

AND WHEREAS, in consideration of the disclosure of such Confidential Information to the Receiving Party by the Disclosing Party, Receiving Party agrees to keep the Confidential Information in strict confidential in accordance with the terms and conditions set forth in this Agreement and undertakes not to disclose the Confidential Information to any individual/person/entity/ group of persons.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**1. EFFECTIVE DATE**

The effective date of this Agreement shall be the date of signing of this Agreement.

DEFINITION OF CONFIDENTIAL INFORMATION

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

2. **NON DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION**

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

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

Statutory Authority or any Court of Law, such a disclosure shall be upon prior notice to the Disclosing Party, to enable the Disclosing Party to take protective measures against such disclosure requirement.

3. OWNERSHIP OF CONFIDENTIAL INFORMATION

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

4. RETURN OF DOCUMENTS

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

5. EQUITABLE RELIEF

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

6. ENTIRE AGREEMENT

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

8. NO WAIVER OF RIGHTS

It is understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver

thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. DISPUTE RESOLUTION

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

10. GOVERNING LAW

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

11. TERM

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

12. TERMINATION AND CONSEQUENCES

The Disclosing party may terminate this Agreement at any time during the tenure without assigning any reason whatsoever.

Upon termination of this Agreement either by efflux of time or prior determination as provided herein above, the Receiving Party shall promptly upon the request of Disclosing Party, either return to Disclosing party or at the Disclosing party's option destroy all Confidential Information, as referred in Clause 5.

13. DISCLAIMERS

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

14. ASSIGNMENT

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

15. SEVERABILITY

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

16. SURVIVAL

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

17. RELATIONSHIP

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

18. NOTICES

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

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

Signed for and on behalf of
COCHIN SHIPYARD LIMITED.

Signature :

Name :

Title :

Date :

Address : COCHIN SHIPYARD LIMITED,
KOCHI - 15

Fax No. : -

Signed for and on behalf

.....

Signature :

Name :

Title :

Date :

Address :

Fax No. :

ANNEXURE VI – BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/ WARRANTY GUARANTEE

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

To

COCHIN SHIPYARD LTD

(GOVT. OF INDIA ENTERPRISE,)

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

WHEREAS (Name & Address of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract..... NoDated: to execute (Name of Contract and brief description of works) (hereinafter called "the Contract").

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

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

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

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

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

Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfil the Contract within 30 days of such notice. A copy of such notice given by email to the Supplier shall be attached to the demand for payment.

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

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

Notwithstanding anything contained herein:

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

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

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

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

Yours truly,

Signature and seal of the guarantor:

Name of Bank:

Address:..... Date:

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

ANNEXURE VII-PRE CONTRACT INTEGRITY PACT**General**

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

WHEREAS the PRINCIPAL proposes to procure

..... and the BIDDER/Seller is willing to offer/has offered the stores and

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

NOW, THEREFORE,

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

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

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

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

Commitments of the PRINCIPAL

1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or

third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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.

3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.

3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

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

4. Previous Transgression

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

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

5. Earnest Money (Security Deposit)

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

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

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

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

RFP).

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

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

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

6 Sanctions for Violations

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER.

However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid

sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.

(vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation / recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

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

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

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to

any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitors

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

1) Dr. Rajan Katoch, IAS (Retd)

A-91, Alkapuri, Bhopal (MP) - 462022.

Email: rkatoch@nic.in

2) Dr. Vinod Bihari Mathur, IFoS (Retd.)

D302, Arborea Luxury Homes,

Tarla Nagal, Near Doon Helidrome,

Dehradun, Uttarakhand – 248001.

Email: vbm.ddn@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors 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 Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitors 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 Monitors have 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 Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors 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 Monitors 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 Monitors the option to participate in such meetings.

8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

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

10. Law and Place of Jurisdiction

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

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

11 Other Legal Actions

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

12 Validity

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

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

13 The parties hereby sign this Integrity Pact aton

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

Witness

1.....

2.....

For & on behalf of BIDDER
(Office Seal)

Witness

1.....

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.