

**ANNEXURE III – FORMATS FOR BID  
SUBMISSION**

**Form 1: Techno-Commercial Bid Submission Letter**

Bidder's Ref. No. -----

(Company letter head)

[Date]

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)

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

Ref.: Your Tender no. \_\_\_\_\_

Dear Sir,

Having examined the bidding documents, including Addenda if any, the receipt of which is hereby acknowledged, we, the undersigned, offer the above-named Facilities in full conformity with the said Bidding documents for the sum as mentioned in Price Bid or such other sums as may be determined in accordance with the terms and conditions of the contract.

We further undertake, if invited to do so by you, and at our own cost, to attend a clarification meeting at a place of your choice, for the purpose of reviewing our Bid and duly noting all amendments and additions thereto, and noting omissions there from that you may require.

We undertake, if our bid is accepted, to commence execution of work of the Facilities and to achieve completion within the respective times stated in the bidding documents / quoted by us in our bid. If our bid is accepted, we undertake to provide a Performance Bank Guarantee in the form, in the amount, and within the time specified in the bidding documents.

We agree to abide by this bid, which consists of this letter and attachments hereto, for a period of 180 (One hundred & eighty) days from the date from of opening technical bid, as stipulated in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive and in-turn we will not have any rights to raise any claim, whatsoever it may be, due to or arising out of rejection of our bids.

Dated \_\_\_\_\_ this day of, 201\_. \_\_\_\_\_ [signature]

In the capacity of \_\_\_\_\_ [position]

Duly authorized to sign this bid for and on behalf of \_\_\_\_\_

[Name of bidder]

**Form 2: Deviation/Exclusion Statement**

(Company letter head)

[Date]

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

**Sub: Deviation / Exclusion / Variation Statement**

We confirm that the following are the only deviations / exclusions / variations to the requirements described in your Tender Document Number .....dated .....and as responded in our proposal / bid Number ..... dated ..... Except for these deviations / exclusions / variations, we confirm to accept all the other requirements of the said tender document.

<b>Sr. No.</b>	<b>Page no. of bid Document</b>	<b>Document Reference</b>	<b>Subject</b>	<b>Deviation / Exclusion / Variation</b>

We declare that any other deviations noted in other places in the bid documents / correspondences shall be ignored and construed as our unconditional acceptance of the respective tender terms.

Thanking you,  
Yours faithfully

Dated \_\_\_\_\_ this day of, 201\_ . \_\_\_\_\_ [signature]  
In the capacity of \_\_\_\_\_ [position]  
Duly authorized to sign this bid for and on behalf of \_\_\_\_\_  
[Name of bidder]

**Notes:**

1. This form has to be signed by authorized signatory.
2. Please use separate sheets in case the deviation / exclusion / variation that cannot be adequately described in the table above clearly mentioning the reasons).
3. The Bidders must comply with all requirements of this Tender Document. However, where the Bidder is unable to comply with specific requirements listed out in this document, he must specifically indicate these in the format given above. Anything contained in this Tender Document, which has not been specifically excluded, or for which deviations have not been indicated, will be regarded as being agreed to by the Bidder.

**Form 3: Earnest Money Deposit**

1. In consideration of \_\_\_\_\_ (hereinafter called "CSL") on the first part and M/s \_\_\_\_\_ (hereinafter referred to as "Bidder") on the Second part, having agreed to accept the Earnest Money Deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Demand Draft (DD) / Bank guarantee in Favor of "Cochin Shipyard Limited" payable at "Ernakulam" from scheduled bank for the Request for Proposal for procurement of \_\_\_\_\_ we \_\_\_\_\_ (Name of the Bank), (hereinafter referred to as the "Bank"), do hereby undertake to pay CSL forthwith on demand without any demur and without seeking any reasons whatsoever, an amount not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid up to a period of 180 days from the last date of the bid opening . It will, however, be open to CSL to return the Guarantee earlier than this period to bidder, in case the bidder does not qualify for the Price negotiations by CSL after an evaluation.
2. In the event of the bidder withdrawing the tender before the completion of the stages prior to the Price negotiations or during the Price negotiations, as the case may be, the Guarantee deposited by the bidder stands forfeited to CSL. We also undertake not to revoke this guarantee during this period except with the previous consent of CSL in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the said tender and we shall be deemed to have agreed to any such variation.
3. No interest shall be payable by CSL to the bidder on the guarantee for the period of its currency.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

For the Bank of \_\_\_\_\_

(Agent/Manager)

## Form 4: Integrity Pact

### **INTEGRITY PACT**

Between

Cochin Shipyard Limited (CSL) hereinafter referred to as “The Principal”,

and

M/s. ----- (address) hereinafter referred to as “The Bidder/  
Contractor”

### **Preamble**

The principal intends to award, under laid-down organizational procedures, contract/s for supply of -----  
----- for ----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder/s and/or Contractor/s.

### **Section 1 – Commitments of the Principal**

1. 1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

1.1.2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

1.1.3. The Principal will exclude from the process all known prejudiced persons.

1.2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder/Contractor**

2.1. The Bidder / Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to the Principal, to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

2.1.2. The Bidder / Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness.

2.1.3. The Bidder/ Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further the Bidder/ Contractor will not use improperly, for purposes of competition or personal gain, or 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 or transmitted electronically.

2.1.4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts**

3.1. If the Bidder, before contract award, has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

3.1.1. If the Bidder / Contractor has committed a serious transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

3.1.2. If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

3.1.3. A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

#### **Section 4 – Compensation for Damages**

4.1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand from the Bidder liquidated damages equivalent to 3% of the value of the offer.

4.2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand from the Contractor liquidated damages equivalent to 5% of the contract value.

4.3. If the Bidder / Contractor can prove that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor has to compensate only the damage in the amount proved. If the Principal can prove that the amount of the damage caused by the disqualification of the Bidder before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

#### **Section 5 – Previous transgression**

5.1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the Tender Irregularity approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors**

6.1. The Bidder / Contractor undertake to demand from all subcontractors a commitment consistent with this Integrity Pact, and to submit it to the Principal before contract signing.

6.2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

6.3. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal Charges against violating Bidders / Contractors / Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or

Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 – Independent Monitor**

8.1. The Principal appoints CVO / VO as independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

8.3. The Monitor has the right of access without restriction to all Project documentation of the Principal. The Contractor 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 is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

8.4. 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5. As soon as the Monitor notices; or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6. The Monitor will regularly submit a written report to the Chairperson of the Board of the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

### **Section 9 – Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidder's 6 months after the contract has been awarded.

### **Section 10 – Other Provisions**

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of the Principal.

**Form 5: Request for Clarifications /pre-bid queries**

Bidders requiring specific points of clarification may communicate with CSL during the specified period as per the tender document using the following format:

COCHIN SHIPYARD LTD (GOVT. OF INDIA ENTERPRISE, PO BAG No. 1653, PERUMANOOR PO, COCHIN 682 015.					
<b>BIDDER'S REQUEST FOR CLARIFICATION</b>					
Name of Organization submitting request		Name & position of person submitting request		Full formal address of the Organization including phone, fax and email points of contact	
				Tel:	
				Fax:	
				Email:	
<b>S. No</b>	<b>Bid Document number/ page)</b>	<b>Bid Document Reference Section</b>	<b>Content of RFP requiring Clarification</b>	<b>Points of clarification required</b>	
1					
2					

**Form 6: Authorization for attending Price bid opening**

(Company letter head)

[Date]

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Sir,

**Sub: Authorization for Representation at Price Bid Opening – Implementation of ERP solution at CSL.**

I/We declare and confirm that Mr. /Ms. \_\_\_\_\_ has been duly authorized by us to represent us at the opening of price bids. He /She will be carrying valid photo identification as per below details:

Name as on the ID	
ID Number	
Designation	

We undertake to furnish any additional documents that may be requested by you in respect of the aforesaid authorization.

Yours faithfully,

Designated Contact Person

Designation

Company Seal

### Form 7: List of Pre-Qualification Proposal forms

Bidders will use suggested formats for submitting Pre-Qualification Proposal as per Section 5 of Volume II.

Sr. No	Suggested Formats of pre qualification proposal submission
1.	Form 7a. Incorporation of the Firm, Legal entity
2.	Form 7b. Declaration on Government Regulation
3.	Form 7c. Financial Information of Bidder
4.	Form 7d. Quality Assessment Details
5.	Form 7e. Implementation Experience of bidder
6.	Form 7f. ERP solution consultants & Domain Expert Information
7.	Form 7g. ERP OEM Authorization to bid
8.	Form 7h. ERP OEM Authorization to CSL Solution offering
9.	Form 7i. Worldwide ERP user certification
10.	Form 7j. ERP product reference for CSL
11.	Form 7k. OEM Implementation Partner Information
12.	Form 7l. OEM Legal Entity Information
13.	Form 7m. OEM Financial Information
14.	Form 7n. OEM authorized Training & support centers Details

**Form 7a: Incorporation of the Firm, Legal entity –**

SL No	Details of the Organization	
1	Name	
2	Nature of the legal status in India	
3	Nature of business in India	
4	Date of Incorporation	
5	Date of Commencement of Business	
6	ROC Reference No	
7	Address of the Headquarters	
8	Address of the Registered Office in India	
9	Two Office locations with location Names and address details	
10	Number of Development Centers and Location Name and address	
11	No: of Support centers in India	
12	Other Relevant Information	
13	Mandatory Supporting Documents: <ul style="list-style-type: none"><li>a. Certificate of Incorporation from Registrar Of Companies( ROC) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company</li><li>b. Certification on commencement of business</li></ul>	

**Form 7b: Declaration on Government Regulation**

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by CSL, Government of India or NASSCOM.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

On behalf of *Implementation Agency's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of System Integrator:

**Form 7c: Financial Information of Bidder**

<b>SL No</b>	<b>Financial Information</b>	<b>FY 2008-09</b>	<b>FY 2009-10</b>	<b>FY 2010-11</b>
1	Revenue (in INR crores)			
2	Profit Before Tax (in INR crores)			
3	Net Worth (in INR crores)			
4	Revenue from IT services (in INR crore)			
5	Other Relevant Information			
	Mandatory Supporting Documents:  a. Audited financial statements for the Last three financial years; 2008-09, 2009-10, and 2010-11 (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.)  b. Certification by the company auditors/company secretary supporting the revenue break-up			

**Form 7d: Quality Assessment Details**

*To be submitted on the Letterhead of the System Integrator)*

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

We would like to provide/confirm the following information on the quality certification of our organization.

Sl. No	CMMi Level 5 Assessment Details	Bidder Response
1	Level of CMMi Assessment	
2	Date of Assessment	
3	Validity of the Assessment	
4	Name of the Assessing company and their contact details	
5	Units / Locations Assessed	
<b>Mandatory Supporting Documents</b>		
6	Proof of Assessment issued by SEI auditors to be attached	

We have attached a copy of the certificate in support of the above information.

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Seal/Stamp of System Integrator:

**Form 7e: Implementation Experience of bidder**

SI No	SI Experience: Client reference for the proposed ERP solution (one form for each project reference duly certified by authorized signatory)  (projects executed in the last 5 financial years ending with 31 <sup>st</sup> March 2011, should be of project based Heavy Industry/Shipbuilding and one CPSU)	Bidders/OEM Response
<b>1</b>	<b>Client Information</b>	
1.a	Name of client	
1.b	Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,(Minimum two reference should be provided)	
1.c	Nature of business / operations of client	
1.d	Revenue/Budget (in case of Government dept.) of the client	
1.e	Size of operations of customer impacted by the solution in terms of turnover, number of locations, number of employees etc.	
<b>2.</b>	<b>Project Details</b>	
2.a	Brief description of the Project	
2.b	Functional areas of business covered in the project	
2.c	Implementation Geographical Location/ business units at which the project is implemented	
2.d	Duration of engagement (with Start date and end-date/expected end-date)	
2.e	Details of the Solution in terms of the following:	
	1. Modules implemented	
	2. Version of Product Implemented	
	3. Number of Users of the solution	
2.f	Relevance of the implementation to the current project (Indicate clearly which of the projects is similar in scope to the current project)	
3.	<u>Supporting Documents</u>  Relevant experience certificates /documents issued by the customer organizations indicating the successful completion of each project to be provided	

**Form 7f: ERP solution consultants & Domain Expert Information**

SI No	ERP Consultants Information	
1	ERP Product Name:            Version:  Number of ERP Solution Consultants in the Company for Proposed Solutions	
2	Number of domain knowledge experts with 5 years of experience in Project based heavy Engineering Companies	
3	<u>Supporting Documents</u>  Certification by the company auditors/Company Secretary supporting the number of ERP consultants and domain experts in the organization	

**Form 7g: ERP OEM Authorization to bid**

(To be submitted on the Letterhead of the OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN, 682 015.

**Sub: Authorization of <company name of SI> to Provide Services Based on Our Product(s)**

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that <name of SI> (“SI”) is a certified partner to provide implementation services of our solution and have due authorization from us to provide services, to CSL that are based on our product(s) listed below as per Request for Proposal (RFP) document relating to CSL.

Sr. No.	Product Name	Version
1.		
2.		
3.		

Yours faithfully,

Authorized Signatory

Designation

OEM’s company name

CC: Bidder’s corporate name

**Form 7h: ERP OEM Authorization to Solution offering**

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN, 682 015.

We would like to declare/confirm the following information on our ERP solution

<b>SI No</b>		<b>Solution Characteristics</b>	
<b>1</b>	<b>Coverage of functions in the ERP solution that are available as a single application integrated on a single operating platform</b>	<b>FUNCTION</b>	<b>ERP MODULE NAME</b>
		Finance & Costing	
		HR & Payroll	
		Materials & Inventory management	
		Marketing Management	
		DMS	
		Product Engineering	
		Project Planning & Management	
		Production	
		Utility & maintenance	

		India legal and statutory taxation	
		Quality Management	
		Repair Services	
<b>2</b>	<b>Supported Operating Systems</b>		
<b>3</b>	<b>Supported Standard Databases</b>		
<b>4</b>	<b>Availability of Security Features</b>	<b>SECURITY FEATURES</b>	<b>ERP MODULE NAME</b>
		Authentication	
		Single Sign On	
		Authorization	
		User Management	
<b>5</b>	<b>Mandatory Supporting Documents</b>		
	ERP Product Brochure		

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

On behalf of [*ERP Solution OEM's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

**Form 7i: ERP OEM - Worldwide user certification**

(To be submitted on the Letterhead of the OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Dear Sir,

We confirm that ERP product proposed by the <SI Name> have a worldwide user base of at least 20,000 users of core business functions which does not include employee users.

On behalf of *OEM Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

Form 7j: ERP product reference for CSL

SI No	ERP product reference: Client reference for the proposed ERP solution (one form for each project reference duly certified by authorized signatory)  (projects executed in the last 5 financial years ending with 31 <sup>st</sup> March 2011, should be of project based Heavy Industry/Shipbuilding and one CPSU)	Bidders /OEM Response
<b>1</b>	<b>Client Information</b>	
1.a	Name of client	
1.b	Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,(Minimum two reference should be provided)	
1.c	Nature of business / operations of client	
1.d	Revenue/Budget (in case of Government dept.) of the client	
1.e	Size of operations of customer impacted by the solution in terms of turnover, number of locations, number of employees etc.	
<b>2.</b>	<b>Project Details</b>	
2.a	Brief description of the Project	
2.b	Functional areas of business covered in the project	
2.c	Implementation Geographical Location/ business units at which the project is implemented	
2.d	Duration of engagement (with Start date and end-date/expected end-date)	
2.e	Details of the Solution in terms of the following:	
	4. 1.Modules implemented	
	5. 2.Version of Product Implemented	
	6. Number of Users of the solution	
2.i	Relevance of the implementation to the current project (Indicate clearly which of the projects is similar in scope to the current project)	
2.j	<u>Supporting Documents</u>  Relevant experience certificates /documents issued by the customer organizations indicating the successful completion of the project	

**Form 7k: ERP OEM - Implementation Partner Information of ERP Product**

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Dear Sir,

We would like to declare the following information on our partners for implementation of the proposed ERP solution to CSL in India.

Sl No	Details of ERP Implementation Partner	Bidder Response
A	Name of the ERP Solution OEM	
B	Product Name	
	1.Certified Partners Name(Add sections for each Partner)	
	a. Name of the Partner	
	b. Number of Certified Consultants	
	c. Nature of the legal status in India	
	d. Nature of business in India	
	e. Address of the Registered Office in India	

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

On behalf of [*ERP Solution OEM's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

**Form 7I: OEM Information**

Sl No	Details of the Organization	
1	Name	
2	Nature of the legal status in India	
3	Nature of business in India	
4	Date of Incorporation	
5	Date of Commencement of Business	
6	ROC Reference No	
7	Address of the Headquarters	
8	Address of the Registered Office in India	
9	Other Relevant Information	
10	Mandatory Supporting Documents: <ul style="list-style-type: none"><li>a. Certificate of Incorporation from Registrar Of Companies( ROC) Relevant sections of Memorandum of Association of the company or filings to the stock exchanges to indicate the nature of business of the company</li><li>b. Certification on commencement of business</li></ul>	

**Form 7m: ERP OEM Financial Information**

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

We would like to declare the following information on our financials and legal status in India.

Name of the ERP Solution OEM			
Product Name			
Nature of the legal status in India			
Nature of business in India			
Date of Incorporation			
Date of Commencement of Business			
Address of the Registered Office in India			
<u>Financial Information</u>	FY 2010-11	FY 2009-10	FY 2008-09
Annual Turnover from the enterprise solutions(in INR crores)			
Annual audited financial statements certified by the Auditor duly showing the above information			

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

On behalf of [*ERP Solution OEM's Name*]

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

**Form 7n: OEM authorized Training & support centers Details**

<b>Sl No</b>	<b>Details of the Authorized Training center in India (Add Separate forms if required)</b>	
<b>1</b>	<b>Training Center</b>	
1 a	Name of the Training Center	
1 b	Address of the Training Center	
1 c	Locations in India	
1 d	Offered Training( should be on proposed ERP solution to CSL)	
1 e	Certification details by OEM, if any	
1 f	Other Relevant Information	
<b>2</b>	<b>Support Center</b>	
2 a	Date of Commencement of operations	
2 b	Address of the support center	
2 c	Number of Employees in the Support Center	
2 d	Number of 24X7X365 support Center In India	
3	Mandatory Supporting Documents:  Authorization letter in OEM letter head with above details to be enclosed.	

**Form 8: ERP OEM Source Code Availability confirmation**

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

We, the original owners of the ERP solution, would like to confirm that when we license the ERP solution (Name of the Solution), to CSL, the source code of the solution will be made available to CSL, with the following definitions for the "source code"

"Source Code" means the human-readable version of the Licensed Software made up of the source program containing computer instructions and Data definitions, which cannot be executed on a computer processor without compilation or conversion into binary language.

"Source Code" shall mean computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all technical information and documentation necessary for the use, modification and enhancement of delivered software components.

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

On behalf of [ERP OEM Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

**Form 9: ERP OEM Undertaking of Patent Rights/copyright infringement**

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN, 682 015.

Sir,

**Sub: Undertaking on Patent Rights/copy rights of delivered ERP Solution at CSL**

I/We do hereby undertake that none of the deliverables being provided by us is infringing on any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence.

I/We also confirm that there shall be no infringement of any patent or intellectual and industrial property rights as per the applicable laws of relevant jurisdictions having requisite competence, in respect of the equipments, systems or any part thereof to be supplied by us. We shall indemnify CSL against all cost/claims/legal claims/liabilities arising from third party claim in this regard at any time on account of the infringement or unauthorized use of patent or intellectual and industrial property rights of any such parties, whether such claims arise in respect of manufacture or use. Without prejudice to the aforesaid indemnity, we shall be responsible for the completion of the supplies of the software / applications including upgrades as and when they are made available and uninterrupted use of the software solution and/or system or any part thereof to CSL and persons authorized by CSL, irrespective of the fact of claims of infringement of any or all the rights mentioned above.

If at a later date it is found that it does infringe on patent rights, I/We absolve CSL of any legal action.

Yours sincerely,

On behalf of [ERP OEM Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

**Form 10: Non Malicious code Certificate**

(Company letter head)

[Date]

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Sir,

**Sub: Non-Malicious Code Certificate**

1. I/We hereby certify that the hardware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:-
  - (a) Inhibit the desired and the designed function of the equipment.
  - (b) Tap information regarding network, network users and information stored on the network that is classified and / or relating to National Security, thereby contravening Official Secrets Act 1923.
2. I/We hereby certify that there are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software developed.
3. I/We hereby confirm that without prejudice to any other rights and remedies available to CSL, we are liable in case of loss of information caused due to activation of any such malicious code in embedded / shipped software.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder

**Form 11: Commitment for POC demonstration of ERP Solution**

(Company letter head)

[Date]

To,

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Dear Sir,

**Sub: PoC Demonstration of ERP solution**

I/We agree and confirm our willingness to provide the ERP Solution proposed by us for trial evaluation and through PoC demonstration at a place, date and time to be indicated by CSL, at Cochin on "No Cost No Commitment" basis when so requested.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder

**Form 12: ERP OEM Commitment on End Usage of ERP Product**

(Company letter head)

[Date]

To,

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Dear Sir,

**Sub: Commitment by <OEM Name> on End Usage of ERP Product**

I/We the Original Equipment Manufacturer (OEM) of the ERP product agree and confirm to allow and support CSL to use ERP product not withstanding any of our country's regulations, restrictions, and sanctions against CSL and not to claim any right to inspect the end usage by CSL.

Yours faithfully,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of OEM

**Form 13: Commitment from SI on Proposed Solution.**

(To be submitted on the Letterhead of the Bidder)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Dear Sir,

**Sub: Commitment from SI on Proposed Solution.**

We would like to confirm that the solution components proposed to be licensed to CSL against the functional requirements elaborated in the RFP and the proposed solution fully meets the requirements of CSL both in terms of functional coverage and scale of operations.

If during the implementation of the ERP solution at CSL, it is found that the proposed licensed solution components are inadequate to meet the specifications as detailed in the RFP document, the required solution components in terms of scale or coverage will be supplied without any financial burden to CSL.

Further, We do hereby confirm to deliver the latest stabilized versions of the software as available on the date of delivery on mutually agreed terms, that addresses the requirements of CSL, pursuant to the Request for Proposal (RFP) document relating to ERP Application and associated software components, Implementation, training and maintenance services to CSL at the same cost committed in the Price proposal.

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder

**Form 14: ERP solution bill of material**

<b>Serial No.</b>	<b>Solution components</b>	<b>Unit of licensing</b>	<b>No of units proposed</b>
	ERP		
	Database		
	Third party tools		
	-----		
	-----		

<b>Serial No.</b>		<b><u>Original Supplier</u></b>	<b><u>Item Description</u></b>	<b><u>Unit of Measurement</u></b>	<b><u>Number of Units</u></b>
<b>a</b>	<b>Software Licenses</b>				
1.	Core ERP Solution				
	<<Please insert details as required>>				
2.	Advanced ERP Modules				
	<<Please insert details as required>>				
3.	Database (if required)*				
	<<Please insert details as required>>				
	Operating System (if required)*				
	<<Please insert details as required>>				
	Other (Please insert other components as required)				

**\*Pl. note that the hardware procurement is not part of scope of the project as CSL would be procuring the hardware**



**Form 16: Proposed Project Plan**

No	Project Phase <sup>1</sup>	Activity/subactivity <sup>2</sup>	List of Deliverables <sup>3</sup>	Months <sup>4</sup>													
				1	2	3	4	5	6	7	8	9	10	11	12	N	
1			1. 2.														
2																	
3																	
4																	
5																	
N																	

1. Project phase should be in line with the proposed Methodology
2. Indicate all main activities/sub activities of the assignment. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase
3. Any deliverables which are associated with the activity/ sub activities should be recorded here..
4. Duration of activities shall be indicated in the form of a bar chart.

**Form 17: Acceptance Mechanisms for deliverables in Each Project Phase**

<b>Project Phase*</b>	<b>Deliverables</b>	<b>Review &amp; Correction Mechanisms</b>	<b>Criteria of Acceptance</b>
Project Preparation			
Business Design			
Configuration & Development			
Testing			
Training			
Data Migration			
Go live & Post Go Live support			
Warranty Period			
O&M support			

\*Note: Project Phase should minimum above listed phase .

**Form 18: Profile of proposed Team**

(Company letterhead)

[Date]

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

**Sub: Undertaking on Personnel**

Sir,

1. I/We do hereby undertake that those persons, whose profiles were part of the basis for evaluation of the bids and have been identified as "Key Personnel" in the list below for the design and development of software for CSL project, shall be deployed during the Project as per our bid submitted in response to the RFP.
2. We undertake that any of the identified "Key Personnel" shall not be removed or replaced without the prior written consent of CSL.
3. Under exceptional circumstances, if the Key Personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. CSL will have the right to accept or reject these substitute profiles.
4. We also undertake to staff the Project with competent team members in case any of the proposed team members leave the Project either due to voluntary severance or disciplinary actions against them.
5. We acknowledge that CSL has the right to seek the replacement of any member of the Project team being deployed by us, based on the assessment of CSL that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.
6. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate on the job knowledge at project site from personnel being replaced to their replacements within a minimum of 15 days time.

*Note: Please add separate sheet of each profile.*

<b>1. Name of the person &amp; Designation</b>	
<b>2. Role in the Project</b>	
<b>3. Qualification</b>	
<b>4. Total number of years of experience</b>	
<b>5. Number of years with the current company (the bidder)</b>	
<b>6. Functional area / expertise</b>	
<b>7. Area of ERP certification</b>	
<b>8. Number of complete life cycle ERP implementations carried out (provide details)</b>	
<b>9. The names of customers for which the person was a Project Manager/Technical/Domain consultant etc. (Please provide the relevant names)</b>	
<b>10. The functional areas /processes implemented under ERP(Finance &amp; Cost Accounting/ HR &amp; Payroll/ Material management/ Project planning &amp; management/ Production Planning/ Marketing/ DMS/ Quality Management/ Utility &amp; Maintenance etc. )</b>	
<b>11. Any other relevant details which bidder wants to share with CSL</b>	

Yours sincerely,

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder

**Form 19: Resource loading**

Sl. No.	Name of Resource	Position Assigned (Role)	Project Phase	Activity / Sub activity	Period
1.					
2.					
3.					
4.					
5.					

**Form 20A: Bill of services for warranty**

Serial No.	Service Name	Unit	No of units proposed
	-----		
	-----		

Please add additional columns if required.

**Form 20B: Bill of Services for Operations and Maintenance**

Serial No.	Service Name	Unit	No of units proposed
	-----		
	-----		

Please add additional columns if required.

**Form 21: Resource loading during warranty and O&M support**

<b>Sl. No.</b>	<b>Name of Resource</b>	<b>Position Assigned (Role)</b>	<b>Project Phase</b>	<b>Activity / Sub activity</b>	<b>Period</b>
1.					
2.					
3.					
4.					
5.					

**Form 22: Price Proposal**

[On letter head of the bidder's Company]

[Date]

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

Dear Sir,

**Ref: RFP No..... Implementation of ERP solution at CSL**

Having examined the Bid Document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the implementation service for implementing the ERP Solution at CSL to meet such requirements and to provide services as set out in the bid document following is our quotation summarizing our Price proposal.

We attach hereto the Price proposal as required by the Bid document, which constitutes our proposal.

We undertake, if our proposal is accepted, to provide all the services to implement the ERP solution as put forward in Tender Documents Number..... or such modified requirements as may subsequently be mutually agreed between us and CSL or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the bid document issued by a bank in India, acceptable to CSL for a sum equivalent to 10% of the total price as quoted in our Price proposal of the bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the bid document and also agree to abide by this bid response for a period of 5 years and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this bid response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to CSL is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CSL as to any material fact."

The contract Price for the entire scope of work including all contractual obligations is indicated as below:

i) In figures \_\_\_\_\_

ii) In words \_\_\_\_\_

(Please quote the price in Indian Rupees only)

The breakup of the above lump sum price is given in the "Price Summary" attached with the letter.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this \_\_\_\_\_ Day of ..... **201....**

(Signature)

(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

## Pricing Summary

<b>Cost Components</b>	<b>Break Up Reference Form</b>	<b>Total Price in INR (X)</b>	<b>Taxes and Other Duties (Y)</b>	<b>Total Amount in INR (X+Y)</b>	<b>Total Amount in Words</b>
<b>Delivery of ERP product user Licenses ( 350 named users)</b>	<b>Form a</b>				
<b>Implementation, Integration, Configuration, Data Migration and Testing</b>	<b>Form b</b>				
<b>Customization(500 Nos)</b>	<b>Form c</b>				
<b>Training &amp; Change Management</b>	<b>Form d</b>				
<b>Cost of Post Go-Live Stabilization Services(3 Months)</b>	<b>Form e</b>				
<b>Warranty of one year</b>	<b>Form f</b>				
<b>Other components</b>	<b>Form g</b>				
<b>A. Total Cost for Supply and System Integration Services (Sub Total of amounts from Forms a to g)</b>					
<b>B. Operations &amp; Maintenance Cost for 1 years</b>	<b>Form h</b>				
<b>Total Cost of Ownership - Sum of Totals of Forms a to h</b>					

**Form a: ERP product user licenses (350 Named users)**

	Software Licenses (users)							
	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	Taxes and Other Duties	Total Amount in INR
Core ERP Solution								
Please insert details as required								
Advanced ERP Modules								
Please insert details as required								
Other (Please insert other components as required)								
<b>Total Amount in INR</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Amount in Words</b>								

**Form b: Implementation, Integration, Data Migration and Testing**

	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	Taxes and Other Duties	Total Amount in INR
Please insert details as required								
<b>Total Amount in INR</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Amount in Words</b>								

**Form c: Custom object (500) development Cost**

	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	Taxes and Other Duties	Total Amount in INR
Custom Object (Forms, Reports, Interfaces, Conversions, workflow and Enhancement )Development Cost					500			
<b>Total Amount in INR</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Amount in Words</b>								

**Form d: Training & Change Management**

	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	Taxes and Other Duties	Total Amount in INR
Please insert details as required								
<b>Total Amount in INR</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Amount in Words</b>								

**Form e: Cost of Post Go-Live Stabilization Services (3 Months)**

	Original Supplier	Item Description	Unit of Measurement	Price per Unit	Number of Units	Total Price	Taxes and Other Duties	Total Amount in INR
Please insert details as required								
<b>Total Amount in INR</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Amount in Words</b>								

**Form f: Cost of Post Go-Live Warranty Services (12 Months)**

	<b>Original Supplier</b>	<b>Item Description</b>	<b>Unit of Measurement</b>	<b>Price per Unit</b>	<b>Number of Units</b>	<b>Total Price</b>	<b>Taxes and Other Duties</b>	<b>Total Amount in INR</b>
Please insert details as required								
<b>Total Amount in INR</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Amount in Words</b>								

**Form g: Third party software**

	<b>Original Supplier</b>	<b>Item Description</b>	<b>Unit of Measurement</b>	<b>Price per Unit</b>	<b>Number of Units</b>	<b>Total Price</b>	<b>Taxes and Other Duties</b>	<b>Total Amount in INR</b>
Please insert details as required								
<b>Total Amount in INR</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Amount in Words</b>								

**Form h: Operations and Maintenance Cost**

	<b>Original Supplier</b>	<b>Item Description</b>	<b>Unit of Measurement</b>	<b>Price per Unit</b>	<b>Number of Units</b>	<b>Total Price</b>	<b>Taxes and Other Duties</b>	<b>Total Amount in INR</b>
Operations & Maintenance Cost								
<b>Total Operations &amp; Maintenance Cost for one years</b>	N/A	N/A	N/A	N/A	N/A			
<b>Total Operations &amp; Maintenance Cost for one years in Words</b>								

**Form 23: Bank Guarantee in lieu of Security Deposit/ Performance Guarantee**

TO

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

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

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee 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** <sup>[1]</sup> 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 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.

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.

**Form 24: Declaration by OEM on commitment to do performance testing**

(To be submitted on the Letterhead of the ERP OEM)

(Place)

(Date)

To

COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653, PERUMANOOR PO,  
COCHIN 682 015.

We, the original owners of the ERP solution, would like to confirm that when we will do the performance testing of the delivered ERP solution by <SI Name> as part of the Implementation without any extra cost to CSL.

Dated this \_\_\_ day of \_\_\_ 201\_

Yours sincerely,

On behalf of [ERP OEM Name]

Authorized Signature [In full and initials]

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of ERP solution OEM

End of the Document