



# TENDER DOCUMENT

## PART - I PRELIMINARIES

### **TENDER FOR SUPPLY OF THE DIAMOND MANUFACTURING EQUIPMENT/ MACHINERY FOR COMMON FACILITY CENTERS (CFC) PROJECT**

**Tender No.:GJEPC/CFC PROJECT/AUGUST:2016-2017/003**

**CLIENT/NODAL AGENCY : THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL**

#### **Head Office**

Tower No. AW 1010, G-Block, Bharat  
Diamond Bourse, Opp. Nabard,  
Bandra-Kurla Complex, Bandra - East,  
Mumbai – 400051  
Ph. : 022 - 26544000 Fax : 022 - 26524764  
E-Mail : ho@gjepcindia.com

#### **Regional Office - Gujarat**

401-A, 4th Floor,  
International Commerce Centre ( ICC)  
Near Kadiwala School, Ring Road,  
Surat - 395002  
Ph. : 0261 -2209000 Fax : 0261 - 2209040  
E-Mail : surat@gjepcindia.com

#### **PROJECT MANAGEMENT CONSULTANT**

Indian Diamond Institute  
GIDC Katargam, Sumul Dairy Road, Surat - 395008  
Ph. : 0261 - 2407847 / 48 Fax : 0261 - 2407849  
E\_mail : info@diamondinstitute.net

**PART - I**  
**PRELIMINARIES**

**Background of the CFC Project:**

Gujarat is the hub for Diamond Manufacturing. Diamond manufacturing units are operated in South Gujarat, North Gujarat & Saurashtra regions of Gujarat. Diamond manufacturing activities are widely spreaded throughout the Gujarat state. Diamond manufacturing units are established and operated even in the interior villages of Gujarat. Diamond industry has been providing a sustainable employment to the people since so many years. Surat is the world's biggest diamond manufacturing centre. In Surat, diamond industry consists of a bouquet of well established diamond units having worldwide reputation as sight holders and medium & small scale diamond manufacturing units. Some of the Diamond manufacturing units situated in Surat, are very well equipped with state-of-the-art equipments and produce & maintain the quality of the finished goods that matches the international standards. Diamond industry is a labour intensive industry with high potential of employment to the needy, less educated unemployed people particularly in rural area. However, small & medium diamond manufacturing units located in small towns and interior villages of Gujarat are still operating with the old technology, as cost to upgrade/acquire /install a state-of-the-art technology/equipment is not affordable to them. This has resulted into low productivity and also affecting the quality of the finished goods produced.

Keeping above issues in mind, establishment of CFC was conceptualized. Establishment of CFC in small towns and villages would greatly help to transfer the technological advancement benefit to the needy diamond manufacturer.

**The objectives of establishment of CFC are as under:**

Diamond Industry experienced a severe recession in the year 2008. At the time of recession, the artisans engaged mainly in cutting and polishing of diamond migrated to the towns & villages & joined the diamond industry operated in their villages or established their own diamond manufacturing units to be operated on jobwork basis. Most of the diamond units operated from the town/villages were equipped with old technology and thus follow the traditional method of diamond cutting & polishing. As a result they did not succeed to obtain the better yield & better quality of the finished goods (Polished Diamonds). Considering this issue, with the following objective establishment of CFC was considered.

- Providing access to common pool of high end & capital intensive state-of-the-art machinery/equipments which are otherwise prohibitive for individual small & medium diamond manufacturer.
- To assist, motivate & provide them an opportunity to take benefit of the costly state-of-the-art equipment to improve upon the quality, productivity and yield of the finished diamonds.
- To provide easy access to specialized services such as Diamond Planning & Marking, Laser Processing with 4P laser machine, Laser Sawing.
- Help them to fulfill their delivery schedule/commitment on time by providing more productive machines in their nearby vicinity.

- To provide services to small & medium diamond manufacturer at reasonable rates.
- To provide common platform for technology transfer & Re-Skilling of the existing artisans by providing them training on Diamond Grading aspect & also organizing seminars by industry leaders.

#### **PROJECT SPONSORER:**

Project of establishing /setting up of Common Facility Centre is funded by the Department of Commerce, Ministry of Commerce & Industry, Government of India under 12th Five Year Plan

#### **PROJECT PROMOTER / NODAL AGENCY**

**THE GEM AND JEWELLERY EXPORT PROMOTION COUNCIL**, a company incorporated under the provisions of Section 25 of the Companies Act, 1956 and having its registered office at Tower No. AW 1010, G-Block, Bharat Diamond Bourse, Opp. Nabard, Bandra-Kurla Complex, Bandra - East, Mumbai – 400051 having its Gujarat Regional Office at 401-A, International Commerce Centre, Near Kadiwala School, Ring Road, Surat - 395002 is appointed by MoC&I, Government of India as an nodal agency for the CFC project.

GJEPC is a non-profit making company sponsored by the Ministry of Commerce and Industry, Government of India. GJEPC *inter alia* represents and promotes the activities of Indian gems and jewellery exporters and that of the Indian gems and jewellery industry and such other activities relating / incidental to the promotion of the said industry.

#### **PROJECT MANAGEMENT CONSULTANT (PMC)**

**INDIAN DIAMOND INSTITUTE**, is a Society registered under Societies Registration Act, 1860 and also under the Bombay Public Trust Act, 1950 and having its registered office at Katargam GIDC, Sumul Dairy Road, Surat – 395008 is appointed as Project Management consultant by The GJEPC for successful implementation of the CFC project at Amreli, Ahmedabad, Visnagar and Palanpur in the first phase..

#### **SCOPE OF WORK:**

Diamond equipment/machinery manufacturers should supply, install and commission the equipment /machinery at site (Visnagar, Palanpur, Amreli & Ahmedabad) and should provide the training on the same at site to the staff deputed for the same within a stipulated time line given. For the CFC centres The Gem & Jewellery Export Promotion council would like to invite the Bid for the procurement of following equipment as per technical specifications & terms & condition provided alongwith the tender document.

Sr.No.	Name of the Equipment	Qty.	Part-II(Vol.II) Section
01	Rough Diamond Planning machines	09	1
02	Laser 4P machine alongwith the Stitching machine & Oven	10	2
03	Laser Sawing machine alongwith the Stitching machine & Oven	02	3
04	Weighing Balance	20	4
05	Day Light Lamp	40	5



# **TENDER DOCUMENT**

## **PART-II (Volume-I)**

### **TECHNICAL BID-PRE QUALIFICATION CRITERIA**

#### **TENDER FOR SUPPLY OF THE DIAMOND MANUFACTURING EQUIPMENT/ MACHINERY FOR COMMON FACILITY CENTERS (CFC) PROJECT**

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GIDC, Katargam, Sumul Dairy Road, Surat - 395008  
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**PART-II (Volume-I)**  
**TECHNICAL BID-PRE QUALIFICATION CRITERIA**

<b>Sr. No.</b>	<b>Part - II (Technical Bid Pre Qualification)-Volume-I</b>	<b>Section</b>	<b>Page No.</b>
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## Section -I

### Notice Inviting Tender

#### **Tender NO. No. GJEPC/CFC Project/August-2016-17/003 dated 27.08.2016**

The Gem & Jewellery Export Promotion Council (GJEPC) invites sealed Tender from reputed manufacturer & authorised suppliers of the Diamond manufacturing machinery to participate in the bidding process to supply Diamond Manufacturing Equipment/machinery **for Common Facility Center (CFC)** project. The estimated cost for the procurement is approx. : \*Rs. 7.50 crores (**\*Rs. 7.50 crores comprises of Section 1 to Section 5 of Part II of volume -II**). Bidder can participate and submit the bid for any one section or more than one section independently

The Tender documents can be obtained from the office of the Project Management Consultant from **27/08/2016 to 03/09/2016** between 10:00 hrs. to 17:00 hrs. and duly filled in sealed tender to be submitted at the office of Owner/Client/Nodal Agency on or before **20/09/2016** upto 14:00 hrs. Tender documents can also be downloaded from the website of the GJEPC: [www.gjepc.org](http://www.gjepc.org). Tender fee is Rs. 1000/- (non-refundable )

<b>PROJECT MANAGEMENT CONSULTANT</b> Indian Diamond Institute GIDC, Katargam, Sumul Dairy Road, Surat – 395008, Ph. : 0261 - 2407847 / 48 E_mail : info@diamondinstitute.net	<b>OWNER/CLIENT/NODAL AGENCY</b> <b>The Gem &amp; Jewellery Export Promotion Council</b> Regional office: 401-A, 4th Floor, International Commerce Centre ( ICC) Near Kadiwala School, Ring Road, Surat – 395002, Ph. : 0261 -2209000 E-Mail : surat@gjepcindia.com
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**Section -II****Information of Tender**

<b>Sr. No.</b>	<b>Title</b>	<b>Information</b>
01	Name of Work	Supply Installation & Commissioning of Diamond Manufacturing Equipment & Machinery <i>for Common Facility Centers (CFC)</i> project
02	Owner/Client/Nodal Agency	The Gem & Jewellery Export Promotion Council
03	Project Management Consultant	Indian Diamond Institute
04	Site Address	CFC Centres for Gems & Jewellery Industry at Visnagar, Ahmedabad, Palanpur & Amreli
05	Tender Security(EMD)	As per attached list (Equipment wise) in form of DD in favour of GJEPC, Surat. (Cash / cheque / BG will not be accepted in any circumstances)
06	Cost of Tender Documents-(In person collection)	Rs. 1000/- (NON REFUNDABLE)
07	Cost of Downloaded tender Document	Rs. 1000/- (NON REFUNDABLE) to be paid at the time of submission of the bid.

**Section - III****Abstract of Tender**

01	Name of the Project	Common Facility Centres (Gujarat)																								
02	Name of the work	Supply Installation,& Commissioning of Diamond Manufacturing Equipment & Machinery																								
03	Supply of the equipment ( Refer Section I to Section IV of Part-II, volume-II)	<ul style="list-style-type: none"><li>• Laser 4P Machines with stitching machines &amp; Oven</li><li>• Laser Sawing machines</li><li>• Rough Diamond Planning Machines</li><li>• Weighing Balance</li><li>• Day Light Lamp</li></ul>																								
04	Name of the owner/Client/ Purchaser (Nodal agency)	The Gem & Jewellery Export Promotion Council																								
05	Issue of Tender Documents Date, Time & Venue	From : 27/08/2016 to 03/09/2016 between 10:00 hrs to 17:00 hrs from IDI, Katargam, Surat																								
	Tender pre-bid meeting	Date : 08/09/2016 Time :16:00 Hrs Venue: GJEPC Regional office, Surat																								
	Last date of submission of tender Documents	Date : 20/09/2016 Time :on or before 14:00 hrs at GJEPC Regional Office, Surat																								
	Technical bid opening Vol. I – Pre qualification criteria Vol. II – Technical Specifications	Date : 20 /09 /2016 Time :15:30 Hrs . Date : 22 / 09 / 2016 Time : 13:00 Hrs. Venue: GJEPC Regional Office, Surat																								
	Opening of Price Bid	Details will be intimated to the pre-qualified bidder in line with pre-qualification criteria & Technical specifications.																								
06	Earnest Money Deposit	<p>As per attached list (Equipment wise) in form of DD in favour of GJEPC, Surat. (Cash / cheque / BG will not be accepted in any circumstances)Validity of EMD: Minimum of 90 days.</p> <table><tr><th>Sr. No.</th><th>Equipment (Part II of Volume II)</th><th>Qty</th><th>EMD</th></tr><tr><td>01</td><td>Rough diamond planning (Section 1)</td><td>09</td><td>Rs. 1000000.00 (Ten lacs)</td></tr><tr><td>02</td><td>Laser 4P (Section 2)</td><td>10</td><td>Rs. 2000000.00 (Twenty lacs)</td></tr><tr><td>03</td><td>Laser sawing system (Section 3)</td><td>02</td><td>Rs.300000.00 (Three lacs)</td></tr><tr><td>04</td><td>Weighing Balance (Section 4)</td><td>20</td><td>Rs. 75000.00 (Rs. Seventy Five Thousand)</td></tr><tr><td>05</td><td>Day Light Lamp (Section 5)</td><td>40</td><td>Rs. 10000.00 (Rs. Ten Thousand)</td></tr></table> <p>Rs. 1000/- to be paid as tender fees by Demand Draft/cash in favour of The GJEPC to be submitted along with the tender if same is downloaded from the website.</p>	Sr. No.	Equipment (Part II of Volume II)	Qty	EMD	01	Rough diamond planning (Section 1)	09	Rs. 1000000.00 (Ten lacs)	02	Laser 4P (Section 2)	10	Rs. 2000000.00 (Twenty lacs)	03	Laser sawing system (Section 3)	02	Rs.300000.00 (Three lacs)	04	Weighing Balance (Section 4)	20	Rs. 75000.00 (Rs. Seventy Five Thousand)	05	Day Light Lamp (Section 5)	40	Rs. 10000.00 (Rs. Ten Thousand)
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05	Day Light Lamp (Section 5)	40	Rs. 10000.00 (Rs. Ten Thousand)																							

07	Performance Security Deposit	5% of the purchase order value in the form of Unconditional Bank Guarantee of a Nationalised/Scheduled Bank, to be submitted by the successful bidder within 7 days from the date of issue of Purchase order. The Bank Guarantee Should be valid for 12 months.
08	Retention Money	5% of the contract value – to be deducted from each invoice raised by the supplier
08	Refund of Retention Money	12 months from the date of successful installation, commissioning & operationalized the equipment at site(s) and submission of PBG equivalent to the amount of an additional comprehensive two years on site warranty
09	Release of EMD	<b>In case of successful bidder :</b> on acceptance of purchase order and receipt of performance Security Deposit from the successful bidder <b>In case of unsuccessful bidder :</b> After issuing Purchase order in favour of successful bidder for the same equipment and acceptance of the same from their end.
10	Defect liability Period	Minimum 12 months after successful installation of the equipment at site.
11	Delivery time of the equipment	30 days from the date of issue of the LoI/Purchase order.
12	Taxes & leviable duties	All taxes and duties as applicable to be borne by the bidder. No additional payment to be considered towards any such taxes / duties etc. including the future responsibilities
13	Validity of Tender	9 months from the date of opening tender and unless otherwise specified by the tenderer, the tender shall be treated as valid even thereafter.
14	Insurance policies	The bidder shall take all necessary insurances covering transits insurance from place of dispatched to delivery of the same at site including the period of installation, commissioning, training and handing over of the machinery / equipment to the owner / authorized representative
15	Deduction of Taxes	Taxes will be deducted at the time of release of payment as per the prevailing Tax Rules of Government of India and the Government of the State of Gujarat.
16	Technical details/ Requirements for which the tender is invited.	a. As per specification enclosed. (Refer Section I to Section V of Part-II, volume-II). All details that are required in the specification must be included in the offer. Incomplete tenders are liable to be rejected. b. Wherever numerical values are specified with

		<p>respect to the technical specification of the product, tendered shall respond with numerical values that actually correspond to the product.</p> <p>c. Any additional features/ details pertaining to the product should be enclosed separately.</p> <p>d. The equipment will be finally accepted based on the compliance of the equipment with the desired parameter.</p> <p>e. The final desired parameter will be based on mutual agreement and will be finalized at the time of placing the order with the successful bidder. Hence, the bidder has to go through the <b>Desired Parameter</b> and convey their <b>acceptance unambiguously</b>.</p>
17	Submission of Bid	<p>The Bid should be furnished in THREE parts in three different sealed covers <b>in duplicate</b> in the following manner :</p> <p>a) The First part should contain the details as requested in Part – II (Volume-I) for Pre Qualification Criteria. The first part should contain the EMD as mentioned in tender document . The cover should be sealed and superscribed with “Tender Enquiry Reference and Date” and <b>“Technical Bid Part – II ( Volume – I ) – Pre – Qualification Criteria ( with Equipment Name)”</b></p> <p>b) The Second part should contain complete technical details of the item offered along with 2 sets of the latest catalogues of the product offered. This part should not contain the price details. The cover should be sealed and superscribed with “Tender Enquiry Reference and Date” and <b>“Technical Bid Part – II ( Volume – II ) – Technical Specification (Section --- with Equipment Name)”</b></p> <p>c) The Third part should contain the Price and other commercial terms. The price should be quoted inclusive of all taxes (Custom duty, Excise Duty, VAT, P&amp;F, Transits Insurance, Transportation, Installation &amp; Commissioning charges , Service Taxes etc.) indicating a break up of all the taxes &amp; leaviable duties separately for delivery at the site.(Visnagar, Ahmedabad, Palanpur &amp; Amreli) The cover should be sealed and superscribed with “Tender Enquiry Reference and Date” and <b>“Commercial Bid Part - III for Section - with Equipment Name)”</b></p> <p>d) All the covers should be put together in an outer cover sealed and superscribed with “Tender Enquiry Reference and Date” and</p>

		<p>“(Equipment Name)” and contact details of the bidder.</p> <p>e) Break up cost for optional features and optional equipment/ accessories are to be clearly indicated</p>
<b>18</b>	Payment Terms	<ul style="list-style-type: none"> <li>• No advance payment will be made along with the purchase order.</li> <li>• Payment will be made in Indian Rupees only</li> <li>• Supplier has to raise an invoice with the purchase order value on delivery of the equipment at site. However, payment will be made as under;               <ul style="list-style-type: none"> <li>○ 40% on delivery at site</li> <li>○ 30% on successful installation &amp; commissioning of the equipment</li> <li>○ 20% after successfully imparting the training on the operations of the equipment to the deputed personnel</li> <li>○ 10% after 30 days from the date of successfully imparted the training to the personnel</li> </ul> </li> <li>• Payment will be made after deducting applicable taxes and retention money as per tender clause</li> </ul>
<b>19</b>	Transit Insurance	<p>To be arranged by the supplier from supplier's warehouse to the place of delivery and to be billed at actual. Amount will be reimbursed on presentation / submission of the actual receipt of the payment after the delivery at site. No upward revision will be allowed from the amount quoted in the price bid.</p>
<b>20</b>	Instruction to Bidders	<p>a) Late offers will not be entertained or accepted.</p> <p>b) All the items in the tender Specifications are to be filled in. Incomplete Tender Specifications / details may not be considered</p> <p>c) The GJEPC reserves the right to reject any tender / all tenders without assigning any reason thereof.</p> <p>d) If the supplier fails to fulfill the terms of purchase order or when the purchaser is satisfied that it is not in the interest of the purchaser to persist with the defaulting supplier, the EMD/performance bank guarantee stands forfeited. Further the purchaser is at liberty to place the order on another supplier at the risk and cost of original supplier.</p>
<b>21</b>	General Terms and Conditions	<ul style="list-style-type: none"> <li>• Latest software release version to be given at the time of installation.</li> <li>• All software provided should be licensed to GJEPC.</li> <li>• Maintenance, Enhancement, automatic up-gradation, and Support for minimum of 1 year for</li> </ul>

		<p>all software without any additional charges</p> <ul style="list-style-type: none"> <li>• User manuals, all necessary training and training material to be provided without any additional charges</li> <li>• Original Software to be supplied on CD-ROM / DVD-ROM media.</li> <li>• Installation, commissioning, testing, training and proving all the features and functions of the system supplied should be the responsibility of the vendor.</li> </ul>
22	<b>Amount of Liquidated Damages of Delay</b>	<ul style="list-style-type: none"> <li>• <b>Amount of Liquidated Damages of Delay in Supply, Installation,&amp; Commissioning of Diamond Manufacturing Equipment &amp; Machinery as per scope at CFC centre: 2% (Two percent) of the contract price for each week of delay for failure to complete the works(Supply, Installation &amp; Commissioning &amp; Training) within the stipulated time for Completion. i.e.(30 days)The limit of Liquidated Damages will be 10% of the contract value.</b></li> </ul>

## SECTION –IV

## Invitation for Bidder

**Invitation:** All the Qualified and experienced firm/company/ proprietorship company engaged in the Manufacturing/ Authorized dealers engaged in the Supply Installation,& Commissioning of Diamond Manufacturing Equipment & Machinery are hereby invited to submit their technical and financial proposal for the supply of equipment for **Common Facility Centers(CFC)** project for Gems & Jewellery industry as per the scope of the supply detailed.

Name of Work	Estimated value of tender (cost of work)	Tender fee(Rs.)	Earnest Money(Rs.)	Time limit of delivery & Installation	Appropriate bidder
Supply Installation & Commissioning of Diamond manufacturing Equipment & Machinery <b>for Common Facility Centers (CFC)</b> project	Rs.7.5 Crores (For all the equipments together with desired quantity requirement)	Rs. 1000/- (non refundable)	Equipment wise as per attached list.	30 days from the date of issuing of Lol/PO	Qualified and experienced firm/company/ company engaged in Supply Installation,& Commissioning of Diamond Manufacturing Equipment & Machinery

- **Issue of Blank Tender Forms:** The Bidder should collect the blank tender document from the office of PMC from **27/08/2016 to 03/09/2016** between 10:00 hrs to 17:00 hrs by paying tender fees of Rs.1000/- in form of Cash or DD in favour of Indian Diamond Institute, Surat.
- **Earnest Money Deposit:** All tenders must be accompanied by a tender security of **value equivalent to as mentioned against each equipment in the list attached**, which shall remain valid for a period of minimum of **90 days**. The tender security shall be in the form of Demand Draft from a **Nationalized / Scheduled bank in favour of The Gem & Jewellery Export Promotion Council.” payable at Surat**. In case of bidders opt to bid for more than one equipment, bidder has to submit a separate EMD in the form of separate DD for each equipment as mentioned against equipment name in the attached list.
- **Submission of Tenders:** Sealed tenders (only in Hard copy) should be submitted by Courier/Registered Post AD or by Speed Post as well as by Hand Delivery on or before **20/09/2016** up to 14:00 hrs at the Regional Office, Surat of The Gem & Jewellery Export Promotion Council at 401-A, 4th Floor, International Commerce Centre ( ICC), Near Kadiwala School, Ring Road, Surat-395002. Downloaded tender documents should be submitted alongwith the non refundable tender fees of Rs.1000.00 in cash.
- No tender shall be accepted in any case after due date and time of receipt of tender irrespective of delay due to postal services or any other reasons and that the owner shall not assume any responsibility for late receipt of the tender.
- **Performance Security Deposit: 5% (Five Percent)** of the contract price/Lol/Purchase order value in the form of an Unconditional Bank Guarantee/Demand Draft in favour of The Gem & Jewellery Export Promotion Council to be provided within **07 Days** of issue of the Letter of

Intent/Purchase order. In case of Unconditional bank Guarantee, it shall be valid for a minimum period of 12 months. In case of successful bidder for more than one equipment, a separate Performance Security deposit to be submitted for each equipment.

- **Time of Starting and Completion:** The work shall be started on issue of the Letter of Intent and the time allowed for completion of the work (Supply, Installation & Commissioning of the equipment) shall be 30 days from the date of issue of LoI.
- **Opening of Tenders:** Technical bid-(**Vol-I-Pre-qualification criteria**) will be opened at 15:30 hrs on **20/09/2016** & Technical bid-(**Vol-II-Technical specifications**) will be opened on **22/09/2016** at 13:00 hrs at GJEPC Regional Office, Surat, in presence of bidders or their authorized representative as present but if they fail to attend during opening of the tenders on the schedule time and date, tenders will be opened in their absence and no subsequent objections would be entertained under any circumstances whatsoever.
- **Retention Money:** Retention money shall be deducted @ 5 % (Five Percent) of the contract value from the each invoice raised by the supplier. Retention money shall be released after 12 months from the date of successful installation, commissioning & operationalized the equipment at site(s) and submission of PBG equivalent to the amount of an additional comprehensive two years on site warranty.
- **Amount of Liquidated Damages of Delay in Supply, Installation, & Commissioning of Diamond Manufacturing Equipment & Machinery as per scope at CFC centre: 2% (Two percent) of the contract price for each week of delay for failure to complete the works (Supply, Installation & Commissioning & Training) within the stipulated time for Completion. i.e. (30 days) The limit of Liquidated Damages will be 10% of the contract value.**
- **Defects Liability Period (Warranty): 12 months from the date of issue of work completion certificate.**
- **Deduction of Tax: As per the prevailing Tax Rules of the Government of India and the Government of Gujarat.**



## SECTION – V

### Instructions to Bidder

<b>1</b>	<b>Tender without Earnest Money</b>
1.1	Tenders unaccompanied by full earnest money in requisite form will under no circumstances, be entertained and will summarily be rejected without further reference to the bidders.
<b>2</b>	<b>Refund of Earnest Money of Unsuccessful Bidder</b>
2.1	<p>The EMD will be returned promptly to the unsuccessful bidders, after issuing a LoI/purchase order to the successful bidder and acceptance of the same by successful bidder.</p> <p>The EMD will be returned to the successful bidder after he furnishes the Security Deposit for performance. If he fails to furnish the Security Deposit or fail to deliver the acceptance of the purchase order issued in favour of him, his EMD shall be forfeited and the bidder may be disqualified from tendering for further work.</p>
<b>3</b>	<b>Period of Validity of Tender</b>
3.1	The tenders shall be <b>valid for 9 months</b> from the date of opening of tender. If a bidder withdraws his tender within this period, <b>Earnest money Deposit shall be forfeited.</b>
<b>4</b>	<b>Canvassing</b>
4.1	Canvassing in connection with tender is strictly prohibited and the tender submitted by the bidder, who resorts to canvassing will be liable to summary rejection.
<b>5</b>	<b>Signing of Tender Papers</b>
5.1	<p>In the event of a tender being submitted by a firm, it must be signed by a member or members of the firm having legal authority to do so, and if called for, legal documents in support thereof must be produced for inspection and same in the case of a firm carried out by one member of a joint family, it must disclose that the firm is duly registered under the Indian Partnership Act Certified copy of the legal documents must be submitted by the bidder whose tender is finally accepted. The quotations shall be clearly and legibly written in the tender and with the same pen and ink. Erasing or over writing shall be attested / signed by the member or members of the firm having authority. All the pages of the printed tender form, tender documents, Price Bids, Annexure, and correction slips etc. shall bear the full signature of the bidder at the foot of every page on the right hand corner along with official stamp of the firm. Any tender not bearing signature on all the documents accompanying the tender is liable to be rejected.</p>

<b>6</b>	<b>Sealing and Marking of Tenders</b>
6.1	<p><b>The Bidder should submit tender documents <u>in duplicate</u>:</b></p> <p>1). The Original Tender &amp; 2). The Duplicate Tender.</p> <p><b>Tender Documents will cover ;</b></p> <p>The Bid should be furnished in THREE parts in three different sealed covers <b>in duplicate</b> in the following manner :</p> <ul style="list-style-type: none"> <li>• The First part should contain the details as requested in Part – II ( Volume I ) for Pre Qualification Criteria. The first part should contain the EMD as mentioned in tender document . The cover should be sealed and superscribed with “ Tender Enquiry Reference and Date” and “<b>Technical Bid Part – II ( Volume – I ) – Pre – Qualification Criteria ( with Equipment Name)</b>”</li> <li>• The Second part should contain complete technical details of the item offered along with 2 sets of the latest catalogues of the product offered. This part should not contain the price details. The cover should be sealed and superscribed with “ Tender Enquiry Reference and Date” and “<b>Technical Bid Part – II ( Volume – II ) – Technical Specification (Section --- with Equipment Name)</b>”</li> <li>• The Third part should contain the Price and other commercial terms. The price should be quoted inclusive of all taxes (Custom duty, Excise Duty, VAT, P&amp;F, Transits Insurance, Transportation, Installation &amp; Commissioning charges , Service Taxes etc.) indicating a break up of all the taxes &amp; leaviable duties separately for delivery at the site.(Visnagar, Ahmedabad, Palanpur &amp; Amreli) The cover should be sealed and superscribed with “Tender Enquiry Reference and Date” and “<b>Commercial Bid Part - III for Section - with Equipment Name)</b>”</li> <li>• All the covers should be put together in an outer cover sealed and superscribed with “Tender Enquiry Reference and Date” and “(Equipment Name)” and contact details of the bidder.</li> <li>• Break up cost for optional features and optional equipment/ accessories are to be clearly indicated</li> </ul> <p>Completed / entered / filled tender documents are to be placed in an envelope and duly sealed, super scribing on the cover the name of Equipment and the name, address and contact details of the bidder. The sealed cover containing the tender documents is to be submitted within the specified date and time.</p> <p>The Inner and Outer envelopes shall also bear the following identification:</p> <p><b>Project: Common Facility Centres ( Gujarat)</b> <b>Tender for : Supply of Diamond Manufacturing Equipment/Machinery – (Equipment Name)</b></p>
<b>7</b>	<b>Deadline for Submission of Tenders</b>
7.1	<p>Tenders must be received at the address specified in <b>Invitation for Tender</b> above not later than <b>20/09/2016</b> up to 14:00 hrs. The sealed tenders should be submitted by Courier/Registered Post A.D or by Speed Post &amp; Hand Delivery is allowed.</p>

7.2	Owner may, at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance, in which case all rights and obligations of the owner and the bidders, previously subject to the original deadline, will thereafter be subject to the deadline as extended.
<b>8</b>	<b>Late Tender</b>
8.1	Any tender delivered to the owner after the deadline for submission of tenders prescribed will not be accepted.
8.2	<b>Modifications and Withdrawal of Tenders</b> No tender shall be modified or withdrawn by the bidder after the tender has been submitted. In such case the EMD will be forfeited.
<b>09</b>	<b>Tender Accompaniment</b>
09.1	All documents and letters of instruction, together with all modifications, clarifications or addenda transmitted to the bidder in connection with the preparation of the tender shall be submitted along with the tender and be duly signed by the bidder.
<b>10</b>	<b>Discrepancies</b>
10.1	Should a bidder find discrepancies or ambiguities in or omissions from the tender documents, or he be in doubt as to their meaning, he will at once notify the owner who may cause a written addendum to be sent simultaneously to each bidder. Owner shall not be responsible for any oral instructions.
10.2	All addenda and corrigenda issued by owner to be incorporated in the tender. The responsibility of having all discrepancies and ambiguities removed and omissions filled in shall lie solely with the bidder.
<b>11</b>	<b>Opening of Tender and Determination of Responsiveness</b>
11.1	All the bidders may remain present at the time of opening of Part-II, Technical Bid – Vol. I.-Pre Qualification criteria The bidders who meet the pre-qualification criteria would be eligible to remain present at the time of opening of Part-II Technical Bid - Vol. II.- Technical Specification. The bidder who meets the pre-qualification criteria and desired parameters of technical specifications ( part:II (Vol I and Vol II ) would be invited at the time of opening of the financial price bid.
11.2	Tenders will be evaluated for substantial responsiveness based on the bidders compliance with the tender conditions. Tenders will be considered informal and be liable for cancellation if they fail to conform to all the terms, conditions, and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one, (i) Which affects in any substantial way the scope, quality or performance of the works; (ii) Which limits in any substantial way, inconsistent with the tender document, the Owner's rights or the bidder's obligations under the contract; or (iii) Whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive tenders without limiting the generality of the foregoing, tenders will be liable for summary rejection on any of the following grounds, and will not be considered in further evaluations: a) If the tender is not accompanied by the requisite tender security in acceptable form. b) If the tender is conditional. c) If the submitted tender is incomplete or not properly signed. d) If any corrections in the quoted price have not been signed by the person signing

	the tender.
11.3	To assist in the examination, evaluation and clarification of tenders, owner may, at his discretion, ask any bidder for clarification of his tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Owner in the evaluation of tenders.
11.4	Information relating to the examination, clarification, evaluation and comparison of proposals and recommendations for award of a contract shall not be disclosed to bidders or any person not officially connected with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Owner's processing of Tenders or award decision may result in rejection of the bidder's tender.
<b>12</b>	<b>Clarification of Price Proposals</b>
12.1	To assist in the examination, evaluation negotiation and comparison of price proposals, owner may, at its discretion, ask any bidder for clarification of its tender. The request for clarification and the response shall be in writing by letter / email / facsimile, but no change in the specification price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the owner in the evaluation of the tenders in accordance with Subject to no bidder shall contact the owner on any matter relating to its tender from the time of opening of price proposal to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Owner, it should do so in writing.
12.2	Any effort by the bidder to influence the owner in the owner's evaluation of price proposals, tender comparison or contract award decisions may result in the rejection of the bidder's tender.
<b>13</b>	<b>Correction of Errors</b>
13.1	Tenders determined to be substantially responsive will be checked by the owner for any arithmetic errors. Errors will be corrected by the owner as follows: <ul style="list-style-type: none"> <li>a) If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and the quantity, the unit rate shall prevail and the total cost will be corrected;</li> <li>b) If there is a discrepancy between the total tender amount and the sum of the total costs, the sum of the total costs shall prevail and the total tender amount will be corrected; and</li> <li>c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</li> </ul>
13.2	The amount stated in the Form of tender will be adjusted by the owner in accordance with the above procedure for the correction of errors and shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of tender, its tender will be rejected, and the tender security may be forfeited.
<b>14</b>	<b>Conversion to Single Currency</b>
14.1	The tender prices have to be in Indian Rupees.
<b>15</b>	<b>Evaluation and Comparison of Price Proposals</b>
15.1	The owner will evaluate and compare only the tenders determined to be substantially

	responsive.
15.2	In evaluating the tenders, the owner will determine for each tender the evaluated tender Price by adjusting the tender price as follows: <ul style="list-style-type: none"> <li>a. making any correction for errors.</li> <li>b. making an appropriate adjustment for any other acceptable variations or deviations;</li> <li>c. applying any discounts offered by the bidder for the award.</li> </ul>
15.3	Owner reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations, and other factors, which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefit to the bidder.
15.4	The estimated effect of any price adjustment provisions of the Conditions of Contract applied over the period of execution of the contract shall not be taken into account in tender evaluation.
15.5	If the tender of the qualified bidder is seriously unbalanced in relation to or is substantially below/over the estimate of the cost of work to be performed under the contract, owner may require the bidder to produce detailed price analysis for any or all items quoted for to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. In the event that the detailed price analysis fails to support the tendered rates, or is deemed on evaluation to be unbalanced or unworkable, the reserves the right to reject the tender as being substantially non responsive.
15.6	Comparison of tenders will only be between tenders which conform fully to the Specifications and the tender documents.
<b>16</b>	<b>Award</b>
16.1	Owner will issue a LoI / purchase order to the bidder whose tender has been determined to be substantially responsive to the tender documents & selected by the competent authority. <b>Lowest tender price is not the only criteria for awarding a LoI / purchase order.</b>
<b>17</b>	<b>Owner's Right to Accept any Tender and Reject any or All Tenders</b>
17.1	Owner reserves the right to accept or reject any tender and to annul the tender process and reject all tenders at any time prior to award of purchase order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Owner's action.
<b>18</b>	<b>Notification of Award</b>
18.1	Prior to expiration of the period of tender validity prescribed by the owner, the owner will notify the successful bidder by e-mail / fax /post confirmed by registered letter that his tender has been accepted. This letter (hereinafter and in the Purchase order referred to as the "Letter of Intent"- LoI ) will name the net ordered value of the purchase along with the name of the equipment to be supply.
18.2	The notification of award will constitute the formation of the LoI / Purchase order followed by the detailed agreement.
<b>19</b>	<b>Performance Security</b>
19.1	Within 07 days of issue of the notification of award by LoI / Purchase Order from the owner, the successful bidder shall furnish to the owner a performance security @5% of

	the contract value in the form of an unconditional bank guarantee / DD in an amount as specified issued by a Nationalized / Scheduled bank located in India. The forms of performance security shall be provided by Nationalized / Scheduled Bank and draft of BG will be approved by the owner. No interest will be payable on the performance security. The Bank Guarantee should be valid for a minimum period of 12 months.
19.2	Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender Security.
<b>20</b>	<b>Corrupt or Fraudulent Practices</b>
20.1	<p>The owner observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the owner.</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practices" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and /or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the borrower of the benefits of free and open competition;</p> <p>(b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded as Owner financed contract if they at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an Owner financed contract.</p>
<b>21</b>	<b>Acceptance of tender</b>
21.1	Acceptance of the tender will rest with owner, authority who does not bind himself / themselves to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever.
<b>22</b>	<b>Taxes and Insurances</b>
22.1	The rates quoted should be Including all Taxes & all Duties. The bidder shall take all necessary insurances during delivering the equipment from his end to the site as mentioned in the purchase order.
<b>23</b>	<b>Change of Address</b>
23.1	The bidders must keep the owner informed of any change of address during period of tender or supply of the equipment, in his own interest and obtain an acknowledgement thereof.
<b>24</b>	<b>Deductions / Recovery of Tax</b>
24.1	Income tax / sales tax / other tax as of the government rules shall be deducted / recovered from the gross amount from all bills of the bidder as per the prevailing tax laws.



25	<b>Defect Liability Period-Warranty</b>																		
25.1	The period of defect liability shall be minimum <b>12 months</b> from the <b>date of issue of the certificate for successful installation, commissioning of the equipment at the site followed by the successfully imparted the training</b> The bidder shall maintain the equipment for the entire period of defect liability at his own cost at the site <b>(On site) without any extra claims</b> , failing which the same shall be carried out by the owner at the risk and cost of the bidder and recovered from the retention money / any amount due or may become due to the bidder.																		
25.2	Additional Warranty period : The bidder shall extend the maintenance of the equipment and machinery complete system and its associated hardware / software with an additional comprehensive warranty with parts and labour of <b>minimum 24 months</b> from the date of expiration of the standard warranty of 12 months.																		
26	<b>Eligible Bidders</b>																		
26.1	<p>This invitation to tender is open only to bidders from India/abroad who have been Pre-qualified for supplying the equipment and who have sound financial position and experience of manufacturing &amp; supplying the similar equipment . To establish their continued eligibility for issuance of the Purchase order, Bidders must satisfactorily demonstrate their ability to meet the following criteria:</p> <p>a) The bidder should have at least <b>5 years experience</b> in manufacturing / supplying the similar equipment/ machinery in diamond industry in India/abroad.</p> <p>b) The bidder should have supply <b>equipment</b> of a similar nature in Diamond Industry within <b>past 3 (Three) years</b> as detailed under:</p> <table><tr><th>Sr. No.</th><th>Equipment (Part II of Volume I)</th><th>Minimum No. of Equipment installed (Qty)</th></tr><tr><td>01</td><td>Rough diamond planning</td><td>100</td></tr><tr><td>02</td><td>Laser 4P</td><td>100</td></tr><tr><td>03</td><td>Laser sawing system</td><td>50</td></tr><tr><td>04</td><td>Weighing Balance</td><td>200</td></tr><tr><td>05</td><td>Day Light Lamp</td><td>500</td></tr></table> <p>c) The applicant should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last 3 years.</p> <p>d) The bidder should meet the pre-qualification criteria (Part-II: Vol. I) and Technical Specifications &amp; Desired Parameter ( Part-II :Vol. II ) as per the document.</p>	Sr. No.	Equipment (Part II of Volume I)	Minimum No. of Equipment installed (Qty)	01	Rough diamond planning	100	02	Laser 4P	100	03	Laser sawing system	50	04	Weighing Balance	200	05	Day Light Lamp	500
Sr. No.	Equipment (Part II of Volume I)	Minimum No. of Equipment installed (Qty)																	
01	Rough diamond planning	100																	
02	Laser 4P	100																	
03	Laser sawing system	50																	
04	Weighing Balance	200																	
05	Day Light Lamp	500																	
26.3	Audited balance sheets for the <b>last 3years</b> shall be submitted. The applicant must demonstrate the current soundness of his financial position and indicate his prospective long-term profitability. The bidder shall submit a bank solvency certificate and if deemed necessary the owner shall have the authority to make enquiries with the applicants bankers.																		
26.4	<b>Bidders must fill up the details in the format provided with tender documents for</b>																		

	<b>prequalification criteria.</b>																		
26.5	A bidder shall not be eligible for tender, if he is failing under corrupt or fraudulent practices issued by the State Government of India and the bidder failing in these criteria shall not be eligible.																		
<b>27</b>	<b>Eligible Materials, Equipment and Services</b>																		
27.1	The provision and use of materials, equipment and services to be supplied under the contract shall not infringe or violate any industrial property or intellectual property rights or claim of any third party to the Owner.																		
<b>28</b>	<b>Qualification of the Bidder</b>																		
28.1	To be qualified for supply of a equipment , bidders shall have adequate experience, financial capacity and technical capability to undertake the supply of the equipment. Confirmation of these matters involves the updating, verification and re-assessment of information which may previously have been considered during Pre-qualification, and an assessment of bidder’s proposals.																		
28.2	Tenders submitted by a firms as partners shall comply with the following documents: a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners; b) One of the partners shall be nominated as being in charge and his authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners; Tenders submitted by partnerships shall be signed with the partnership name by a partner holding the Power of Attorney authorizing him to do so, followed by the designation of the person signing. Such Power of Attorney shall be produced with the tender documents. Tenders submitted by individual firms or proprietorships shall be signed only by the sole proprietor of the firm.																		
<b>29</b>	<b>One Tender per Bidder</b>																		
29.1	Each bidder shall submit only one tender either by himself, or as a partner. A bidder who submits or participates in more than one tender for the particular works will be disqualified.																		
<b>30</b>	<b>Cost of Tender</b>																		
30.1	The bidder shall bear all costs associated with the preparation and submission of his tender and owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.																		
<b>31</b>	<b>Content of Tender Documents</b>																		
31.1	The tender documents are those stated below, and should be read in conjunction with any Addenda issued. <b>Part - II : Technical Bid (Volume-I)</b> <table><tr><th>Sr. No.</th><th>Part - II (Technical Bid Pre Qualification)- Volume-I</th><th>Section</th></tr><tr><td>01</td><td>Tender Inviting Notice</td><td>I</td></tr><tr><td>02</td><td>Information of Tender</td><td>II</td></tr><tr><td>03</td><td>Abstract of Tender</td><td>III</td></tr><tr><td>04</td><td>Invitation for Bidder</td><td>IV</td></tr><tr><td>05</td><td>Instruction to Bidder</td><td>V</td></tr></table>	Sr. No.	Part - II (Technical Bid Pre Qualification)- Volume-I	Section	01	Tender Inviting Notice	I	02	Information of Tender	II	03	Abstract of Tender	III	04	Invitation for Bidder	IV	05	Instruction to Bidder	V
Sr. No.	Part - II (Technical Bid Pre Qualification)- Volume-I	Section																	
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	06	Definitions and Interpretations	VI
	07	General Conditions of Contract	VII
	08	Qualification Information Forms	VIII
	09	Equipment wise summary w.r.t. to proposed estimated quantity of procurement & Earnest Money Deposit	IX
	10	<b>Technical Bid - Technical Specification Criteria (Part-II Vol. II)</b>	
	10.1	Rough Diamond Planning Machine	Section 1 of Part II of Volume II
	10.2	Laser 4P Machine	Section 2 of Part II of Volume II
	10.3	Laser Sawing	Section 3 of Part II of Volume II
	10.4	Weighing Balance	Section 4 of Part II of Volume II
	10.5	Day Light Lamp	Section 5 of Part II of Volume II
	<b><u>Part III : Financial Bid ( to be submitted by Bidder)</u></b>		
31.2	The bidder is expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of tender submission will be at the bidder's own responsibility. Tenders which are not <b>substantially responsive</b> to the requirements of the tender documents will be rejected.		
31.3	The tender document should contain copy of any addenda, amendment issued duly sealed and signed by the bidder.		
<b>32</b>	<b>Clarification of Tender Documents</b>		
32.1	A prospective bidder requiring any clarification of the tender documents may notify the owner in writing at the owner's address indicated in the invitation for tenders. The owner will respond to any request for clarification, which he receives earlier / during pre-bid meeting. Copies of the owner's response will be forwarded to all purchaser of the tender documents, including a description of the enquiry but without identifying its source.		
<b>33</b>	<b>Amendment of Tender Documents</b>		
33.1	At any time prior to the deadline for submission of tenders, the owner may, for any reason, whether at his own initiative or in response to a clarification requested by a respective bidder, modify the tender documents by issuing addenda.		
33.2	Any addendum thus issued shall be part of the tender documents and shall be communicated in writing to all purchasers of the tender documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Owner.		
33.3	To afford prospective bidders reasonable time in which to take an addendum into account in preparing their tenders, the Owner may extend as necessary the deadline for submission of tenders.		
<b>34</b>	<b>Interpretation of Document</b>		
34.1	The interpretation of the document shall be as per <b>General Conditions of Contract.</b>		

<b>35</b>	<b>Language of Tender</b>
35.1	The tender, and all correspondence and documents related to the tender exchanged between the bidder and the owner shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the tender the English language translation shall prevail.
<b>36</b>	<b>Filling of Tender Document</b>
36.1	The tender submitted by the bidder shall comprise the following: tender Form and Appendix to tender; Tender Security; Estimated priced Bill of Quantities; a detailed note outlining the bidder's proposed work method and schedule and any other materials required to be completed and submitted by bidders in accordance with these Instructions to bidders.
36.2	The tender documents are the same as the contract documents except that the former is the proposal or Performa stage of the latter. All blank spaces on forms shall be fully filled in and signatures shall be in long hand and executed by a principal duly authorized to make a contract. <b>All the pages of the tender Document shall bear the signature and official stamp of the firm at the bottom of the page or wherever directed.</b>
<b>37</b>	<b>All rates shall be quoted in INR with break up of all the taxes &amp; duties etc. including the P&amp;F, Transits Insurance for delivery at the site(s) in both figures and words. Rate for installation, Commissioning &amp; Training (if any) to be charged extra should be mentioned separately along with the applicable taxes. It may be noted that the break up of the cost is for the purpose of understanding only. The work will be awarded inclusive of all types of taxes / duties / charges etc..</b>
37.1	No upward revision in the price would be allowed once the purchase order is issued what so ever may be reason thereof.
37.2	The quoted rates shall be for equipment ordered, its installation & commissioning, training at site , delivery at site as the case may be and shall be inclusive of all costs including supply, delivery and safe storage of materials at site, incidental costs, and taxes of any kind whatsoever. No upward revision in the cost would be allowed on account of the taxes etc.
<b>38</b>	<b>All rates shall be quoted in Indian Rupees</b>
38.1	The rates quoted by the bidder shall be inclusive of Sales Tax, VAT, Custom Duty, Excise duty etc. and all other duties, taxes and other levies payable by the manufacturer/agents under the contract, including any quarry fees, royalties, octroi dues, etc., levied by the State Government or any Local Body or Authority. All costs shall be included in the prices and the total tender price submitted by the manufacturer/agents, and the evaluation and comparison of tenders, shall be made accordingly.
38.2	No alterations or additions shall be made by the bidder in the tender schedule. Quoted rates must be in ink or typed out, both in figures and words, clearly and legibly in the columns provided in the form. All corrections must be signed by the same person signing the tender on behalf of the bidder. The bidder's legal name shall be fully stated. No condition or reservation shall be written into the documents by the bidder. The

	bidder will execute and return the tender at the time stipulated.																								
38.3	The rates quoted in the tender shall be deemed to have included the effect of any possible inflation or any other contingency, and no escalation of rates will be allowed for any reason whatsoever.																								
39	<b>The Bidder shall fill up all the qualification information required</b>																								
39.1	<b>Tender Prices</b>																								
	Bidders shall quote for the entire components on a “single responsibility” basis such that the total tender price covers all the bidder’s obligations mentioned in or to be reasonably inferred from the tender documents in respect of the manufacture, including procurement and subcontracting (if any), delivery, installation and completion of the facilities. This includes all requirements under the bidder’s responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the tender documents, the acquisition of all permits, approvals and licenses, etc., operation, maintenance and training services and such other items and services as may be specified in the tender documents, all in accordance with the requirements of the Conditions of Contract.																								
39.2	Bidders shall price in the manner and detail called for in the <b>(Part III: Financial Price Bid</b> The bidders shall fill in rates and prices for all items of the works and no alteration or addition shall be made to the schedule by the bidders.. Any correction must be signed and attested by the same person signing the tender on behalf of the bidder.																								
39.3	The rates and prices quoted by the bidder shall be fixed for the duration of the contract. i.e. for a period of 09 Months and no upward revision would be allowed during this period what so ever may be the reason.																								
40	<b>Earnest Money Deposit</b>																								
40.1	<p>The bidder shall furnish, as part of his tender, a tender security in the amount equal to mentioned against the name of the equipment as per attached list of equipment. The tender security shall be in the form of a Demand Draft. The Demand Draf shall be in favour of “<b>The Gem &amp; Jewellery Export Promotion Council</b>” payable at Surat. <b>No interest will be paid on the Tender Security.</b></p> <p>As per attached list (Equipment wise) in form of DD in favour of GJEPC, Surat. (Cash / cheque / BG will not be accepted in any circumstances)Validity of EMD: Minimum of 90 days.</p> <table><tr><th>Sr. No.</th><th>Equipment (Part II of Volume II)</th><th>Qty</th><th>EMD</th></tr><tr><td>01</td><td>Rough diamond planning (Section 1)</td><td>09</td><td>Rs.1000000.00 (Rs. Ten lacs)</td></tr><tr><td>02</td><td>Laser 4P (Section 2)</td><td>10</td><td>Rs.2000000.00 (Rs. Twenty lacs)</td></tr><tr><td>03</td><td>Laser sawing system (Section 3)</td><td>02</td><td>Rs.300000.00 (Rs. Three lacs)</td></tr><tr><td>04</td><td>Weighing Balance (Section 4)</td><td>20</td><td>Rs.75000.00 (Rs. Seventy Five Thousand)</td></tr><tr><td>05</td><td>Day Light Lamp (Section 5)</td><td>40</td><td>Rs.10000.00 (Rs. Ten Thousand)</td></tr></table>	Sr. No.	Equipment (Part II of Volume II)	Qty	EMD	01	Rough diamond planning (Section 1)	09	Rs.1000000.00 (Rs. Ten lacs)	02	Laser 4P (Section 2)	10	Rs.2000000.00 (Rs. Twenty lacs)	03	Laser sawing system (Section 3)	02	Rs.300000.00 (Rs. Three lacs)	04	Weighing Balance (Section 4)	20	Rs.75000.00 (Rs. Seventy Five Thousand)	05	Day Light Lamp (Section 5)	40	Rs.10000.00 (Rs. Ten Thousand)
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	* In case , bidder would like to opt to bid for more than one equipment, a separate DD for each equipment towards EMD shall be submitted by the bidder.	
40.2	Any tender not accompanied by an acceptable tender security shall be rejected by the owner as non-responsive.	
40.3	The tender securities of the unsuccessful bidders shall be returned after awarding the Letter of Intent to successful and bidder and receipt of the Performance Security from the successful bidder.	
<b>41</b>	<b>Alternative Proposals by Bidders</b>	
41.1	Bidders shall submit offers, which comply with the requirements of the tender documents, including the basic technical design as indicated in the drawings and specifications. Alternative proposals will not be considered. The attention of the bidders regarding the rejection of tenders, which are not substantially responsive to the requirement of the tender documents.	
<b>42</b>	<b>Pre-Bid Meeting</b>	
42.1	The bidder or his official representative may attend a pre-tender meeting which will take place on Dated: <b>08/09/2016 at 16:00hrs</b> address and location mentioned in <b>Invitation for Tender</b>	
42.2	The purpose of the meeting will be to clarify issues and to answer questions, <b>which have been submitted by tender purchase in writing before the pre-bid meeting and any queries raised by the participants during the pre-bid meeting.</b>	
42.3	The bidder shall submit any questions in writing to reach the owner not later than 02 working days before the meeting. The bidder has to bear any expenses incurred for attending the pre-bid meeting.	
42.4	Any modifications of the tender documents listed which may become necessary as a result of the pre-bid meeting shall be made by the owner exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting. The addendum so issued will also form a part of the tender document.	
42.5	Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.	

## Section – VI

### Definitions and Interpretation

#### 1.0 Definitions

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them, except where the context otherwise requires:

- 1.1 **Owner/Client/Nodal Agency** shall mean “**The Gem & Jewellery Export Promotion Council**,”(GJEPC). It shall include his / their legal representative(s), successor(s) assign(s), as well as his / their authorized officer(s).
- Project Management Consultant** shall mean the **Indian Diamond Institute** and floated the tender enquiry on behalf of GJEPC. It shall include his / their legal representative(s), successor(s) assign(s), as well as his / their authorized officer(s).
- 1.2 “Bidder” means who submit the bid to the owner for the Supply Installation and Commissioning of the equipment & machinery along with the required necessary training to the personnel and the remedying of any defects therein in accordance with the provision of the contract, as accepted by the Letter of Acceptance. The word ‘Tender’ is synonymous with ‘Bid’ and the word ‘Tender Documents’ with ‘Bidding Documents’.
- 1.3 “Contractor” shall mean the successful bidder whose tender has been accepted by the owner and on whom the order is placed by owner and shall include his / their’s assign(s), legal representative(s).
- 1.4 “Owner’s Representative” means a person appointed from time to time by the owner without Limiting the generally of the foregoing, the owners representative shall include the authorized representatives of: (i)GJEPC (ii) The Project Management and execution Supervision Consultants; as specified in Conditions of Contract.
- 1.5 “Contract” means these General Conditions, the special conditions, the specification, , the tender, the Letter of Acceptance, the contract agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).
- 1.6 “Contract price” means the sum stated in the Letter of Acceptance as payable to the contractor for the execution and completion of the works and the remedying of any defects therein in accordance with the provision of the contract.
- 1.7 “Specification” means the specification of the works included in the contract and any modification thereof or addition thereof made by the engineer or submitted by the contractor and approved by the owners representative(s).
- 1.8 “Month” shall mean calendar month.
- 1.9 “Notice in Writing” or “Written Notice” shall mean notice writing sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address of the addressee and shall be deemed to have been received.
- 1.10 “Letter of Intent / Acceptance” shall mean owner’s letter conveying his of the acceptance tender.
- 1.11 “Act of Insolvency” shall mean any act of insolvency as defined by “Presidency TownsInsolvency Act or Provincial Insolvency Act or any amending status”.
- 1.12 “Final Completion” shall mean when the work included in the contract has been completed in all respect as per the contract.

- 1.13 The “Appointing Authority” for the purpose of arbitration shall be the Chairman and COA of GJEPC or any other person so designated by the owner.
- 1.14 “Final Completion Certificate” shall mean the final certificate issued by the owner /its representative.
- 1.15 “Time of Completion” means the time for completing the execution of and passing the tests on completion of the Works or any section or part thereof as stated in the Contract (or as extended by the owner) calculated from the commencement date.
- 1.16 “Test of Completion” means the tests specified in the contract part thereof are taken over by the owner
- 1.17 “Retention Money” means the aggregate of all moneys retained by the owner.
- 1.18 “Cost” means all expenditures properly incurred or to be incurred, whether on or off the Site, including overhead and other charges properly allocable thereto but does not include any allowance for profit.
- 1.19 “Day” means calendar day.
- 1.20 “Writing” means any hand written, type written or printed communication, including telex, cable, e-mail and facsimile transmission.

## **2.0 Headings and Marginal Notes**

The headings and marginal notes in these conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

## **3.0 Interpretation**

Words importing persons or parties shall include firms and corporations and any legal entity and any organization having legal capacity.

## **4.0 Singular and Plural**

Words importing the singular only also include the plural and vice versa where the context requires.

## **5.0 Notices, Consents, Approvals, Certificates and Determinations**

Wherever in the contract provision is made for giving or issue of any notice, consent, approval, certificate or determination by any person, unless otherwise specified such notice, consent, approval certificate or determination shall be in writing and the words “notify”, “certify” or “determine” shall be construed accordingly. Any such consent, approval, certificate or determination shall not unreasonably be withheld or delayed.

## Section - VII

### General Conditions of Contract

<b>01</b>	<b>Material Procurements</b>
1.1	All materials for the work shall be procured by bidder and no extra shall be paid for any price hike or deviations in rates during the tenure of work. No materials shall be supplied by the owner.
<b>2</b>	<b>Price Escalation</b>
2.1	The rates quoted shall be firm and no escalation in prices shall be paid to the bidder on account of any reasons.
<b>3</b>	<b>Time Period</b>
3.1	Time is the essence of contract. The delivery , installation & commissioning of the equipment should be made within stipulated 30 days from the date of issue of LoI.
<b>4</b>	<b>Time Extension</b>
4.1	No time extension shall be granted unless for causes of loss of time beyond controls of the bidder such as earthquake / floods / other natural calamities, which in the opinion of the PMC entitle the bidder for extension of time, such extension may be granted without releasing bidder from any of his obligations.
<b>5</b>	<b>Billing and Payments</b>
5.1	<ul style="list-style-type: none"> <li>• No advance payment will be made along with the purchase order.</li> <li>• Payment will be made in Indian Rupees only</li> <li>• Supplier has to raise an invoice with the purchase order value on delivery of the equipment at site. However, payment will be made as under;               <ul style="list-style-type: none"> <li>○ 40% on delivery at site</li> <li>○ 30% on successful installation &amp; commissioning of the equipment</li> <li>○ 20% after successfully imparting the training on the operations of the equipment to the deputed personnel</li> <li>○ 10% after 30 days from the date of successfully imparted the training to the personnel</li> </ul> </li> </ul> <p>Payment will be made after deducting applicable taxes and retention money as per tender clause</p>
<b>06</b>	<b>Liquidated Damages for Delay</b>
6.1	If the bidder fails to execute, complete and deliver the equipment within the specified time, owner will deduct as and by the way of penalty amount in rupees at the rate of 2 % of contract price per week to a maximum of 10% of the contract value. Such amount to be certified by the PMC.
6.2	Owner may without prejudice to any other method of recovery deduct the amount of <b>such damages from security deposit / retention money or any money due or may become due to the bidder.</b>
<b>07</b>	<b>Retention Money</b>
7.1	Retention money @ 5% shall be deducted from each invoice raised.
<b>08</b>	<b>Statutory Obligations</b>
08.1	Bidder shall conform to the provisions of any Act of legislature, relating to the works and of the regulations and By-laws of any authority.
08.2	Bidder shall arrange to give all notices required by the said acts, regulations By-Laws



	to any authority or public officer, pay all fees that may be payable in respect of the works and lodge the receipt with the owner.
<b>09</b>	<b>Arbitration</b>
09.1	<p>All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination foreclosure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final binding) shall after written notice by either party to the contract to the other of them and to the appointing authority hereinafter mentioned be referred for adjudication to a sole arbitrator to be appointed as hereinafter provided. For the purpose of appointing the sole arbitrator referred to above, the appointing authority will send within 07 days of receipt of the notice, to the bidder a panel of three names of persons who shall all be presently unconnected with the organization for which the work is executed. The bidder shall on receipt of the names as aforesaid select any one of the persons named to be appointed as a sole arbitrator and communicate his name to the appointing authority within 03 days of receipt of the names. The appointing authority shall thereupon without any delay appoint the said person as the sole arbitrator. If the bidder fails to communicate such selection as provided above within the period specified, the appointing authority shall make the selection and appoint the selected person as the sole arbitrator. If the appointing authority fails to send to the bidder the panel of three names as aforesaid within the period specified, the bidder shall send to the appointing authority a panel of three names of persons who shall all be unconnected with either party. The appointing authority shall on receipt of the names, select any one of the persons from the panel and appoint him as the sole arbitrator. If the appointing authority fails to select the person and appoint him as the sole arbitrator within 30 days of receipt of the panel and inform the bidder accordingly, the bidder shall be entitled to appoint one of the persons from the panel as the sole arbitrator and communicate his name to the appointing authority. If the arbitrator as appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reasons whatsoever another sole arbitrator shall be appointed as aforesaid. The work under the contract shall however continue during the arbitration proceedings and no payment due or payable to the bidder shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award. The Arbitrator shall give a separate Award in respect of each dispute or difference referred to him. The location of arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The costs of the reference and of the award including the fees, of any of the arbitrator shall be at the discretion of the arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix or settle the amount of costs to be so paid. The award of the arbitrator shall be final and binding on both the</p>



	parties. Subject to aforesaid, the provisions of the arbitration Act, 1940, or any statutory modification or reenactment thereof and the rules made there under, and for the time being in force, shall apply to the arbitration proceeding under this clause.
<b>10</b>	<b>Rates to Include-All Taxes, Material and Labour Etc.</b>
10.1	The rates quoted by the bidder shall be inclusive of all materials, sales tax, contract tax, octroi duty and any other duty / tax levied by central, state governments or other public bodies, labour, , carrying for preparation and for entire execution and completion of the works as mentioned in the scope to the satisfaction of owner or its representative. Bidder when called by the owner / Project Management Consultant shall furnish detailed analysis in support of rates quoted by him, Owner reserves the right to utilize this analysis in settling any deviations or claims out of this contract.
<b>11</b>	<b>Scope of Contract</b>
11.1	Bidder shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the owner. Consultant / owner's representative may in his absolute discretion and from time to time issue further written instructions, details, directions and explanations which are hereafter collectively referred to as "Consultants Instructions" in regard to installation and the commissioning of the equipment & machinery & the amendment and making software of any defects.
11.2	The bidder shall forthwith comply such Instructions provided always all verbal instructions given to the bidder upon the works.
11.4	The bidder shall not sub-contract the whole of the works. The bidder shall not subcontract any part of the works without the prior consent of the owner, except where otherwise provided by the contract. Any such consent shall not relieve the bidder from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any sub bidder, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the bidder, his agents, servants or workmen. Provided that the bidder shall not be required to obtain such consent for: <ul style="list-style-type: none"> <li>(a) The provision of labour, or</li> <li>(b) The purchase of materials which are in accordance with the standards specified in the contract, or</li> </ul> The subcontracting of any part of the works for which the sub bidder is named in the contract. In the event of a sub bidder having undertaken towards the bidder in respect of the work executed, or the goods, materials, Plant or services supplied by such sub bidder, any continuing obligation extending for a period exceeding that of the Defects Liability Period under the contract, the bidder shall at any time, after the expiration of such period, assign to the bidder, at the Owner's request and cost, the benefit of such obligation for the unexpired duration thereof.
12	The bidder will have to commenced the work immediately after issuing Letter of Intent by the Owner.
<b>13</b>	<b>Owner/PMC to Direct work and order Alterations, Modifications, Deletions</b>
13.1	Owner or its representative shall have the power to make any alterations in, omissions from, additions to the original specifications, and instructions, that may appear to him to be necessary and advisable during the progress of the work and such alterations,

	omissions, additions or substitutions shall not invalidate the contract. Any altered, additional or substituted work, which the bidder may be directed to do in the manner above specified as a part of the work, shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as are specified in the tender for the main work unless such alterations are not identical with items of work and form extra items.
<b>14</b>	<b>Order Partly Abandoned</b>
14.1	If at any time, after commencement of the work the owner shall, for any reason whatsoever, not require the whole work or part thereof to be carried out, the owner shall give notice in writing of the fact to the bidder who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derive from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out neither shall be have any claim to compensation by reason of any change having been made in the original specifications, and instructions that shall involve any curtailment of the work as originally contemplated.
<b>15</b>	<b>Extra Works</b>
15.1	The bidder hereby agrees to and he shall perform extra work whenever it is deemed necessary or desirable by the owner to complete fully the work as contemplated, and it shall be done in accordance with the requirements herein set forth. The bidder shall not perform any extra works until the owner setting forth a basis of payment satisfactory to bidder as herein after provided, has been executed, claims for compensation for extra works performed which has not been authorized and not covered by the owner may be rejected. The supplemental agreement for extra work may provide for payment on an agreed unit price basis for the units of such extra work performed in and agreed lump sum for the works described, or on the basis of actual in conformity with clause.
15.2	During the course of execution of the work, should the bidder came across items of work which are not covered under the scope & deliverables Schedule of Rates, the bidder shall draw the attention of the owner/its representative to the same and proceed with this extra items of works only with owner permission in writing.
<b>16</b>	<b>Bidder's Address</b>
16.1	Both the addresses appearing in the agreement and the bidder's office at or near the site of work are hereby designated as places to either of which notices, letters or other communications to bidder shall be mailed or delivered. The first name and address may be changed at any time by an instrument in writing executed and acknowledged by the bidder and delivered to the Owner.
<b>17</b>	<b>Independent Bidder</b>
17.1	Bidder agrees to perform this contract as an independent bidder and not as an employee or agent of the owner.
<b>18</b>	<b>Compensation in CASE OF Bad Work</b>
18.1	If it shall appear to the owner / its Consultant that any work has been executed with unsound, imperfect or unskilled workmanship, or that any materials or articles provided by him for execution of work are unsound, or of a quality inferior to that contracted for, Bidder shall on instruction from the owner / Consultant not

	withstanding that the same may have been inadvertently passed certified and paid for, forthwith rectify or remove such work in whole or in part as the case may require or as the case may be remove such articles at his own risk and cost. In the event of his failing to do so within a period to be specified by the owner/consultant, owner may rectify or remove and re-execute the work or remove and replace with the other materials and articles complained of, as the case may be at the risk and expense of the bidder in all respects.
<b>19</b>	<b>Failure by Bidder to Comply with owners/Consultant Instructions</b>
19.1	If the bidder, after receipt of written notice from the owner/consultant requiring compliance with owner/consultant instructions, fails within seven days to comply with the same, owner may employ and pay other agencies to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection there with shall be recoverable from the bidder by the owner on a certificate by the consultant as a debt or may be deducted by him from any moneys due or to become due to the bidder.
<b>20</b>	<b>To Remedy Defective Work and Defects Liability Period</b>
20.1	The equipment and machinery have to be maintained by the bidder and it is on his onus to maintain the same at the site only at all times during the defect liability period of 12 months initially further extended by 24 months inclusive of all parts and cost of labour.
20.2	Owner may in lieu of such amending and making good by the bidder, deduct from any money due to the bidder or from his security deposit, a sum to be determined by the owner/consultant equivalent to the cost of amending such work.
<b>21</b>	<b>Indebtedness and Loans</b>
21.1	Bidder agree to furnish to the owner, from time to time, during the progress of the work as requested, verified statements showing the bidder's total outstanding indebtedness in connection with the work covered by this contract. If during the progress of work, Bidder shall allow any indebtedness to accrue to his approved sub-bidders of others and shall fail to pay or discharge same within five days after demand, then the owner may withhold any money due to the bidder until such indebtedness is paid or apply same towards the discharge thereof.
<b>22</b>	<b>Other Persons Engaged by Owner</b>
22.1	Owner / consultant reserves the right to execute any work not included in this contract which he may desire to have carried out by other person and the bidder shall allow all reasonable facilities, use of his scaffolding and plate for the execution of such work at mutually acceptable rates. Such work shall be carried in such a manner as not to impede the progress of the work included in this contract.
<b>23</b>	<b>Progress Report</b>
23.1	Bidder shall inform the owner prior to dispatched of the equipment from his warehouse to the desired site as per contract.
<b>24</b>	<b>Epidemics</b> In the event of any outbreak of illness of an epidemic nature, the bidder shall comply with such regulations and carry out such orders as are issued by the Government or Local Authority.
<b>25</b>	<b>Certificate of Final Completion</b>

25.1	The works shall not be considered completed until the PMC has certified in writing that equipment have been deliver, installed commission & training has been imparted & equipment operation found satisfactory, the 'Defects Liability Period' shall commence from the date of the such certificate.
<b>26</b>	<b>Assignment</b>
26.1	The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract.
<b>27</b>	<b>Changes in Constitution</b>
27.1	Where the bidder is a partnership firm, the previous approval in writing of the owner shall be obtained before any change is made in the constitution of the firm.
27.2	When the bidder is an individual or a Hindu undivided family concern such approval shall likewise be obtained before the bidder enters into any partnership agreement, where under the partnership firm would have the right to carry out the work here by under taken by the bidder.
<b>28</b>	<b>Delay on the Part of Owner / Consultant</b>
28.1	If any delay in execution / completion of the contract occurs due to the reasons outside the bidder's scope such as readiness of the site for installation etc. stoppage of work by the owner/Consultant etc. legitimate extension of the time limit will be allowed but no compensation of any kind what so ever (like payment for over stay etc.) will be given by the owner.
<b>29</b>	<b>Suspension</b>
29.1	<p><b>Suspension of Work</b></p> <p>The bidder shall, on the instructions of the owner/consultant, suspend the delivery of the equipment or any part thereof for such time and in such manner as the owner/consultant may consider necessary and shall, during such suspension, properly protect and secure the Works or such part thereof so far as is necessary in the opinion of the consultant. Unless such suspension is:</p> <p>(a) otherwise provided for in the contract, or</p> <p>(b) necessary by reason of some default of or breach of contract by the bidder or for which he is responsible, or</p> <p>(c) necessary by reason of climatic conditions on the site, or</p> <p>(d) necessary for the proper execution of the works or for the safety of the works or any part thereof (save to the extent) that such necessity arises from any act or default by the consultant or the or from any of the risks shall apply.</p>
29.2	<p><b>Consultant's Determination Following Suspension</b></p> <p>Where the consultant shall after due consultation with the owner, determine any extension of time to which the bidder is entitled under and shall notify the bidder accordingly, with a copy to the owner.</p>
<b>30</b>	<b>Termination of Contract by Owner</b>
30.1	If the bidder commits a breach of any terms of this contract or an Act of Insolvency or shall be adjudged as Insolvent or shall make an assignment or composition for the benefit of the greater part in no or amount of his creditors or (being and incorporated Company) shall have an order made against him or pass an effective resolution for winding up either compulsorily or subject to the supervision of the court or voluntarily or if the official assignee or liquidator in such acts of insolvency or winding

	<p>up shall be unable, within <b>07 days</b> after notice to him requiring him to do so, to show the reasonable satisfaction of the Owner / Consultant, that he is able to carry out full fill the contract and if required by the owner to give security thereof, if the consultant shall be certify, writing, to the owner. That in his opinion the bidder.</p> <ul style="list-style-type: none"> <li>• Has abandoned the Contract, or</li> <li>• Has failed to deliver the equipment, or has without any lawful excuse under these conditions suspended the delivery of the equipment for 14 days after receiving from the consultant written notice to proceed; or</li> <li>• Has neglected or failed persistency to observe and perform all or any of the acts, matters or things by the contract to be observed and performed by the bidder for 07 days after written notice shall have been given to the bidder requiring the bidder to observe or perform the same; or</li> <li>• When the contract is so terminated the bidder shall in no case whatsoever have any claim to compensation, for any loss sustained by him.</li> </ul>
<b>31</b>	<b>Force Majeure</b>
31.1	<p>Any delay in the performance of any obligation by either party shall not constitute default hereunder or give rise to any claim for damage or loss if such delay or failure is caused by circumstances of 'Force MAJEURE'. 'Force MAJEURE' shall include but not be limited to the following matters:</p> <ul style="list-style-type: none"> <li>➤ War or hostilities;</li> <li>➤ Riot or civil commotion;</li> <li>➤ Earth quake, flood, fire or other natural disasters;</li> <li>➤ Denial of the use of any Railway, Port, Airport, shipping service or ether means of public transport;</li> <li>➤ Strike or lockout or other industrial action by workers or Owners.</li> <li>➤ The mere shortage or delay in availability or supply of labour, materials or utilities shall not constitute Force Majeure, unless caused by circumstances which are they Force- Majeure.</li> </ul>
31.2	<p>If bidder is prevented or delayed from performing any of its obligations under this agreement by Force Majeure, then bidder shall notify owner the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of the occurrence of the circumstances.</p>
31.3	<p>Should the Parties be prevented from fulfillment of their contractual obligation by reasons lasting for a period of fifteen days, the Parties shall consult each other, in tile presence of the consultant to decide the course of action to be followed.</p>
<b>32</b>	<b>Bidder's General Responsibilities</b>
32.1	<p>The bidder shall, with due care and diligence, Supply Install and Commission the equipment and machinery in accordance with the provisions of the contract. The bidder shall promptly notify the owner and the consultant of any error, omission, in the specifications for the Works which he discovers when reviewing the contract documents or in the process of execution of works.</p>
<b>33</b>	<b>Performance Security</b>
33.1	<p>The bidder shall provide security amounting to 5% of contract value for his proper performance of the contract to the <b>within 07 days from the date issue of Letter of Intention</b>. The performance security shall be in the form of an unconditional bank</p>

	guarantee / DD issued by any <b>Nationalized / Scheduled Bank located in India</b> , in the amount stated and as per the standard form provided by Scheduled or Nationalized Bank and draft for the BG to be approved by the owner. The cost of complying with this Clause shall be borne by the bidder. When providing such performance security to the owner, the bidder shall notify the consultant of so doing. No interest will be payable on the performance security. Without limitation to the provisions of the preceding paragraph, whenever the consultant determines an addition to the contract Price as a result of a change in cost and / or legislation, the bidder, at the consultants' written request, shall promptly increase the value of the performance security by an equal percentage. In case of bidder would be awarded with LoI for more than one equipment, a separate PBG should be provided by the successful bidder.
<b>34</b>	<b>Period of Validity of Performance Security</b>
34.1	The performance security shall be valid for a minimum of 12 months or until the bidder has executed and completed the works and such security shall be returned to the bidder <b>within 15 days</b> after the issue of the Work Completion Certificate by PMC to the Contractor for each location on pro-rata basis.
<b>35</b>	<b>Claims under Performance Security</b>
35.1	Prior to including a claim under the Performance Security shall, in every case, notify the bidder stating the nature of the default in respect of which the claim is to be made.
<b>36</b>	<b>Quality of Work</b>
36.1	<b>Work to be in Accordance with Contract</b>
	The bidder shall execute and complete the installation and commissioning and remedy any defects therein in strict accordance with the contract to the satisfaction of the owner/Consultant. The bidder shall comply with and adhere strictly to the consultant's instructions on any matter, whether mentioned in the contract, or not, touching or concerning the Works. The bidder shall take instructions only from the consultant / consultants's Representative or, subject to the provisions of the consultant's Representative.
<b>37</b>	<b>Insurance/Indemnity</b>
37.1	Bidder has to indemnify owner against any claims, losses, causes, damages, expenses, action suits and other proceedings, resulting from any proceedings initiated against owner for any deficiency in services related to the project provided by the Bidder and/or infringement of any IPR during the period of contract
<b>38</b>	<b>Inspection and Testing</b>
38.1	<b>Dates for Inspection and Testing</b> The bidder shall agree with the owner/consultant/their representative on the time and place for inspection or testing of any modules of the software/Equipment . The owner/consultant/their representative shall give the bidder not less than 24 hours notice of his intention to carry out the inspection or to attend the tests. If the owner/consultant/their representative or his duly authorized representative, does not attend on the date agreed, the bidder may, unless otherwise instructed by the owner/consultant/their representative, proceed with the tests, which shall be deemed to have been made in the presence of the owner/consultant/their representative. The bidder shall forthwith forward to the owner/consultant/their representative duly



	certified copies of the test readings. If the owner/consultant/their representative has not attended the tests, he shall accept the said readings as accurate.
<b>39</b>	<b>Liquidated Damages</b>
39.1	<p><b>Liquidated Damages for Delay</b></p> <p>If the bidder fails to comply with the time for completion for the whole of the works or, if applicable, any section within the relevant time prescribed by, then the bidder shall pay to the relevant sum stated as liquidated damages for such default and not as a penalty (which sum shall be the only monies due from the bidder for such default) <b>for every week or part of a week</b> which shall elapse between the relevant time for Completion and the date stated in a Taking-Over Certificate of the whole of the works or the relevant section, subject to the applicable limit stated, The bidder may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the bidder. The payment or deduction of such damages shall not relieve the bidder from his obligation to complete the works, or from any other of his obligations and liabilities under the contract.</p>
39.2	<p><b>Reduction of Liquidated Damages</b></p> <p>If, before the time for completion of the whole of the works or, if applicable, any section, a work completion Certificate has been issued for any part of the works or of a section, the liquidated damages for delay in completion of the remainder of the works or of that section shall, for any period of delay after the date stated in such Certificate, and in the absence of alternative provisions in the contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the works or section, as applicable. The provisions of this Sub- Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.</p>
<b>40</b>	<b>Defects Liability (Warranty)</b>
40.1	In these conditions the expression "Defects Liability Period" shall mean the <b>defects liability period from the date of issue of the handing over &amp; taking over certificate by the PMC after successfully completion of the contract.</b>
40.2	<p><b>Defects Liability Certificate</b></p> <p>The contract shall not be considered as completed until a Defects Liability Certificate shall have been signed by the consultant and delivered to the Owner, with a copy to the bidder, stating the date on which the bidder shall have completed his obligations to execute and complete the works and remedy any defects therein to the consultant's satisfaction. The Defects Liability Certificate shall be given by the consultant within 30 days after the expiration of the Defects Liability Period or, if different defects liability periods shall become applicable to different sections or parts of the permanent works, the expiration of the latest such period, or as soon thereafter as any works instructed, have been completed to the satisfaction of the consultant.</p>
40.3	<p><b>Completion of Outstanding Work and Remedying Defects</b></p> <p>To the extent that the contract shall, at or as soon as practicable after the expiration of the Defects Liability Period, be delivered to the in the condition required by the contract, fair wear and tear accepted, to the satisfaction of the consultant, the bidder shall:</p> <p>(a) complete the work, if any, outstanding on the date stated in the Taking-Over Certificate as soon as practicable after such date, and</p>

	(b) execute all such work of amendment, reconstruction, and remedying defects, shrinkage or other faults as the consultant may, during the Defects Liability Period or within 14 days after its expiration, as a result of an inspection made by or on behalf of the consultant prior to its expiration, instruct the bidder to execute.
41.4	<p><b>Bidder's Failure to Carry Out Instructions</b></p> <p>In case of default on the part of the bidder in carrying out such instruction within a reasonable time, the Owner shall be entitled to employ and pay other persons to carry out the same and if such work is work which, in the opinion of the consultant, the bidder was liable to do at his own cost under the contract, then all costs consequent thereon or incidental thereto shall, after due consultation with the Owner and bidder, be determined by the consultant and shall be recoverable from the bidder by the Owner and may be deducted from any monies due or to become due to the bidder and the consultant shall notify the bidder accordingly, with a copy to the Owner.</p>
<b>42</b>	<b>Certificates and Payments</b>
42.1	<p><b>Place of Payment</b></p> <p>Payments to the bidder by the Owner shall be made into a bank account or accounts nominated by the bidder, or as may otherwise be agreed.</p>
42.2	<p><b>Discharge</b></p> <p>Upon submission of the Final Bill, the bidder shall give to the Owner, with a copy to the consultant, a written discharge confirming that the total of the Final Bill represents full and final settlement of all monies due to the bidder arising out of or in respect of the contract. Provided that such discharge shall become effective only after payment due under the Final Certificate issued has been made and work completion certificate to be issued by PMC</p>
43.3	<p><b>Final Certificate / Work Completion Certificate</b></p> <p>Within 28 days after receipt of the Final Installation and Commissioning and completion of the personnel training, the consultant shall issue to the (with a copy to the bidder) a Final Certificate stating:</p> <p>(a) the amount which, in the opinion of the consultant, is finally due under the contract; and</p> <p>(b) after giving credit to the for all amounts previously paid by the Owner and for all sums to which the Owner is entitled under the contract other than the balance, if any, due from the to the bidder or from the bidder to the Owner.</p>
<b>44</b>	<b>Settlement of Disputes</b>
44.1	<p><b>Consultant's Decision</b></p> <p>If any dispute of any kind whatsoever arises between the Owner and the bidder in connection with, or arising out of, the contract or the execution of the works, whether during the execution of works or after their completion, and before or after repudiation or other termination of the contract, including any dispute as to:</p> <p>(a) the meaning of the technical specifications herein before mentioned,</p> <p>(b) the quality of the components,</p> <p>(c) any other question, claim, right, matter or anything whatsoever in any way arising out of or relating to the supply installation and commissioning of the equipment and machinery or the failure to execute the same, the dispute shall, in the first place, be referred in writing to the consultant who has jurisdiction over the works specified in</p>



	<p>the contract, with a copy to the other party. Such reference shall state that it is made pursuant to this clause. Not later than the forty-second day after the day on which he received such reference the consultant shall give written notice of his decision to the Owner and the bidder. Such decision shall state that it is made pursuant to this clause. Subject to other forms of settlement hereinafter provided, the consultant's decision in respect of every dispute or difference so referred shall be final and binding upon the bidder and the Owner. Unless the contract has already been repudiated or terminated, the bidder shall, in every case, continue to proceed with the works with all due diligence and the bidder shall give effect forthwith to every such decision of the consultant until or unless the same shall be revised in an amicable settlement or as hereinafter provided.</p>
44.2	<p><b>Remedy when the Consultant's Decision is not Accepted</b></p> <p>If the bidder is dissatisfied with any decision of the consultant, or if the consultant fails to give notice of his decision on or before the forty second day after the day on which he received the reference, then either the Owner or the bidder may, on or before the twenty eighth day after the day on which he received notice of such decision, or on or before the twenty eighth day after the day on which the said period of 42 days expired, as the case may be, give notice to the Owner, with a copy to the consultant, of his intention to pursue arbitration for settlement of the dispute If the consultant has given notice of his decision as to a matter in dispute to the Owner and the bidder and no written notice to approach the law court has been given by either the Owner or the bidder on or before the twenty eighth day after the day on which the parties received notice as to such decision from the consultant, the said decision shall become final and binding upon the Owner and the bidder.</p>
<b>45</b>	<b>Corruption</b>
45.1	<p><b>Bribes</b></p> <p>If the bidder, or any of his sub bidders, agents or servants gives or offers to give to any person any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do any action in relation to the contract or any other contract with the Owner, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or to any other contact with the Owner, then the Owner may enter upon the site and the works and expel the bidder and the provisions of hereof shall apply as if such entry and expulsion had been made pursuant to that clause.</p>
<b>46</b>	<b>Accident Prevention</b>
46.1	<p><b>Extract of Contract Labour (regulation and Abolition) Act 1970</b></p> <p>The bidder shall, at all times during the continuance of the contract, comply fully with all existing Acts, regulations and byelaws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act,, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, schemes made under the same Act and also Labour Regulations, Health and Sanitary Arrangement for Workmen, Insurance and other benefits and shall keep Owner indemnified in case any action is commenced by competent</p>

	<p>authorities for contravention by the bidder. If the Owner is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated henceforth on the part of the bidder, the consultant shall have the right to deduct from any moneys due to the bidder, his amount of performance security or recover from the bidder personally any sum required or estimated to be required for making good the loss or damage suffered by the Owner, responsibility in connection with the employees of the bidder, who shall, in no case, be treated as the employees of the Owner at any point of time.</p>
46.2	<p><b>Fair Wages</b></p> <p>The bidder shall pay the labourers engaged by him on the work not less than fair wage which expression shall mean, whether for time or piecework, the respective rates of wages fixed by the Public Works Department as fair wages for the area payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Owner, whichever may be higher.</p> <p>The bidder shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to labourers indirectly engaged on the works, including any labour engaged by sub / bidders in connection with the sand works as if the labourer had been directly employed by him.</p>
46.3	<p><b>Local Labour</b></p> <p>The bidder is encouraged as far as possible to employ, in the execution of the contract, qualified Indian citizens as workmen. Employment of expatriate personnel is subject to the Indian Laws and Regulations. In case the bidder wishes to employ expatriate personnel in any particular trade or skill required executing the contract, the Owner will assist the bidder in obtaining permission for which the bidder shall submit requisite data.</p>

**SECTION- VIII****QUALIFICATION INFORMATION FORMS****Contents**

<b>Form Number</b>	<b>Particulars</b>
1	Letter of Bid
2	General Information
3	Turnover, Profit and Net worth of last three years from supply installation and commissioning of equipment & machinery
4	Details of Technical team (Sales after service) : (Branch wise)
5	Affidavit on Rs. 100 non Judicial Stamp Paper (To be provided by Bidder)

**Form No :1**

**Letter of Bid  
(On the letterhead of the bidder)**

**Dated:**

To,  
The Executive Director,  
The Gem & Jewellery Export Promotion Council

**Sub. : Tender for the supply . installation. Commissioning & providing the training for the  
(Name of the equipment) for Common Facility Centre at 04 Locations - Visnagar,  
Amreli, Ahmedabad & Palanpur in State of Gujarat**

Dear Sir,

With respect to above mentioned subject, we are pleased to submit the bid. This offer is subject to all terms and conditions contained in the tender document. We have not made any changes either directly or indirectly in terms and conditions of the Tender. In additions to terms and conditions of this tender, we are not given any written or oral promise from the Employer.

The EMD details are as follows:

Amount: \_\_\_\_\_ DD No. \_\_\_\_\_ Dated: \_\_\_\_\_

Payable at Surat on Bank: \_\_\_\_\_

The Tender Fee Draft/Cash Payment details are as follows:

Amount: \_\_\_\_\_ DD. No./R.NO. \_\_\_\_\_ Dated: \_\_\_\_\_

Payable at Surat on Bank: \_\_\_\_\_

We are pleased to submit the following towards the same.

- 1) Technical Bid (comprising EMD, Section I to X and annexures dully filled and signed)
- 2) Financial price bid.

We are fully aware that the client has a right to accept any tender or reject any/ all tenders without giving any reason and upon rejection of tender/ tenders we shall not be entitled to any right with related to the Client.

We have thoroughly read and understand all the terms and conditions of this tender and promise to observe all the terms and conditions of this tender. We have signed and sealed each and every page of this tender document.

**(Signature and stamp of the Bidder with date)**

**Form No: 2****General Information**

All Bidders are required to furnish the information in this format.

01	Name of the Applicant and address of the Registered office	
02	Date and Year & Place of incorporation(Enclose documentary evidence)	
03	Type of the Bidder/ Organisation (Whether sole proprietorship, Partnership, Private Ltd. Or Company etc.	
04	Name of the Proprietor/Partners/Directors of Applicant with address and phone Numbers.	
	a)	
	b)	
05	Details of registration – Whether Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.	
06	Whether registered with Government/Semi-Govt./Municipal Authorities or any other Public Organisation and if so, in which class and since when?	
07	No. of years of experience in the relevant field.	
08	Address of office through which the supply of the equipment would be made and also the address of the office through which the sales after service will be handled and the name & designation of the officer in charge.	
09	Adequate and satisfactory evidence to indicate financial capacity of the Applicant to undertake the said works with names of Bankers and their full addresses.(Solvency certificate from a bank.)	
10	Yearly turnover of the Organisation during last 3 years.(year wise)	
	(Enclose copy of audited Balance Sheet & I.T. return of last 3 Years)	
11	Number of supplementary sheets attached	
12	Performance Certificates from previous clients .	
13	Name of the Bankers	
14	Authorised Signatories with name and signature:	
15	Pan Card No.	
	Permanent A/c No& Name of the bank	
	Service Tax ,PF & ESIC registration No.	
	.Professional Tax registration No.	
	(Encl Documentary evidence)	
16	Whether any Civil Suit/litigation /Arbitration arisen in the contracts executed during the last 5 years/being executed now. If yes, please furnish the details.	
17	Details of Branch office (if any) in Gujarat	
18	Main Line of Business: 1.----- Since----- 2.----- Since-----	

All Bidders are required to furnish the documents such as MOA, AOA, Partnership Deed, Service Tax, ESIC registration, Factory and Shop & Establishment registration etc..as may be applicable.

**(Signature and stamp of the Authorised signatory of Bidder with date)**

**Form No: 3 : Turnover, Profit and Net worth of last three years from supply installation and commissioning of equipment & machinery as per the contract activities only duly audited.**

**Name of Bidder:**

**A Annual Turnover**

All Bidders individually must complete the information in this form. The information supplied shall be the annual turnover of the Bidder from Interior Contractual work only in term of the amounts billed to clients for each year for work in progress or completed.

<b>Annual turnover (Interior Contractual Work only) for the following years</b>	
<b>Year</b>	<b>Turnover (in Rs.)</b>
2013-14	
2014-15	
2015-16	
Average of last three years	

*(Such turnover certificate as certified by Statutory Auditor/ Registered Chartered Accountant shall have to be provided)*

**B Net worth**

<b>Year</b>	<b>Net worth (in Rs.)*</b>
2013-14	
2014-15	
2015-16	

Networth\* : = Equity Capital + Reserve and Surplus - Revaluation Reserve - Accumulated losses - Intangible assets

*(Above statement /certificate as certified by Statutory Auditor/ Registered Chartered Accountant shall have to be provided)*

Seal and Signature of Statutory Auditor / Registered Chartered Accountant with Registration Number:

**(Also provide copied of audited financial statements for last three years)**

Seal and Signature of Statutory Auditor / Registered Chartered Accountant with Registration Number:

**Form No: 4 Details of Technical team (Sales after service) : (Branch wise)**

The Bidder shall provide the details and information of availability of key personnel in table provided below.

Sr. No.	Name of the Employee	Designation	Qualifications	Total Experience	Expertise/ Skill set
1.					
2.					
3.					
4.					
5.					
6.					
7.					

Bidder is also required to provide the details of the branch office & its head who would look after the sales after service at site(s) at Visnagar, Ahmedabad, Palanpur & Amreli in the following format:

Sr. No.	Particulars	
1	Name	
2	Designation/ Experience	
3	Detailed address of the Branch office with phone/email and cell no.	
4	Any other important information	

**Form No: 5 : Affidavit on Rs. 100 non Judicial Stamp Paper (To be provided by Bidder)**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information/ documents.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2016

Signature  
(Company Seal)

\_\_\_\_\_

**To be signed by:**

**Authorised Signatory with name and designation**



**SECTION:IX****Equipment wise summary w.r.t. to proposed estimated quantity of procurement & Earnest Money Deposit**

Equipment wise summary w.r.t. to proposed estimated quantity of procurement & Earnest Money Deposit to be submitted alongwith technical Bid Part-II Volume : I

<b>Sr. No.</b>	<b>Name of the equipment</b>	<b>Estimated quantity proposed to be procured (Nos)</b>	<b>Places of Delivery</b>	<b>Earnest Money Deposit Rs.</b>
01	Planning machines with marking facility & computers	09	Visnagar, Palanpur, Ahmedabad, Amreli	Rs. Ten Lacs
02	Laser 4-P equipment with stitching machine, oven, computer & setting station.	10	Visnagar, Palanpur, Ahmedabad, Amreli	Rs. Twenty lacs
03	Laser sawing equipment with stitching machine, oven, computer & setting station.	02	Visnagar, Palanpur, Ahmedabad, Amreli	Rs. Three Lacs
04	Carat weighing balance with auxiliary display	20	Visnagar, Palanpur, Ahmedabad, Amreli	Rs. Seventy Five Thousand
05	Day Light lamp	40	Visnagar, Palanpur, Ahmedabad, Amreli	Rs. Ten Thousand

**Notes:**

Item rate quoted shall be considered inclusive of all taxes duties , insurance charges, installation, P&F, transportation, commissioning & training charges (if any) at desired site as mentioned above.

Rate quoted shall be considered as unit rate during the validity period of the tender with no upward revision in the quoted price what so ever may be reason on account of taxes, duties, inflation etc. shall be allowed. Bidders shall supply the items with quoted unit rate during the validity of the tender period as and when informed by the owner within 30 days.

Purchase would be made in phase wise manner & owner reserves the right to increase or decrease the proposed estimated quantity of the equipment.

**Bidders signature stamp**

**PART-II (Volume-II)**  
**TECHNICAL BID-**  
**TECHNICAL SPECIFICATION CRITERIA**

## Technical Specifications of Diamond Manufacturing Equipment/Machinery

### Rough Diamond Planning Machines (SECTION 1 OF PART II VOLUME II)

Planning of Rough Diamond is the most crucial and important factor in retaining the maximum weight and gaining the maximum value for the same in the optimum shape.

The Rough Diamond Planning software assists in mapping the rough diamond and rapid diamond designing for analyzing a vast option of shape and projected options for maximum weight and value derivation.

#### Rough Diamond Planning Machine

Sr. No.	Description	Indicated specification	
01	Field of view	(to be specified by vendor)	
02	Laser Power & Laser Make	500 mW (to be specified by vendor)	
03	Line Width	10 micron (to be specified by vendor)	
04	Dimension	to be specified by vendor	
05	Stones/hr	70-90 stones/hr	
06	Stone Size	~1 to ~50 points	
07		(1 to 6.00 mm )	
	Diamond Holding attachment	Vacuum	
08	<b>Mapping Accuracy</b>		
09	Concavity Mapping	No. of Lasers, its make and power to be specified by vendor	
9.1	Linear	±20 microns (±0.02 mm)	
9.2	Angular	±0.2 degrees	
	Operation Voltage	220 V 50 Hz	
10	<b>SOFTWARE</b>	Free upgrade/version for 3 years from date of successfully completion of the training.	
	<b>Hardware</b>		
11	Lens & its make	to be specified by vendor	
11.1	CCD camera & its make	1280 x 1024 USB (to be specified by vendor)	
11.2	Operating Systems & its make	(to be specified by vendor )	
11.3	Laser Head Warranty	(to be specified by vendor)	
12			
Sr. No.	Parameters	Requirement	Testing Method
12.1	Recommended Spares & Consumables for 1 year of operation with source of supply & price.	List to be provided	
12.2	List of Users - Abroad & India along with contact number and E-mail ID"s.	List to be provided	
12.3	Utilities & Pre-site requirement	write up to be provided	
12.4	List of supply to Diamond Industry	List to be provided alongwith work order	
12.5	Compliant certificate of equipment(if any)		Certificates to be provided
12.6	Safety Features	Supplier should provide details regarding the safety measures	Training, necessary documents & guidelines to

		adopted in the system. Handling of the machine along with the Safety aspects of handling of lasers to be provided as a part of training	be provided
<b>12.7</b>	Layout of the equipment	Provide complete layout of the equipment for the mentioned requirement	Complete Layout drawing to be provided
<b>12.8</b>	Installation		Installation and Commissioning at sites must be done by Authorized Personnel of the vendor.
<b>12.9</b>	Training		Suppliers to provide training for 2 persons on Operation, maintenance & software operation including all the features of the softwares at site after installation & commissioning of the equipment.
<b>12.10</b>	Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a standard warranty of <b>minimum 12 months</b> from the date of installation, commissioning and acceptance of the system at site. Supplier modification(s) / Software upgrades shall be intimated and same to be made available free of cost during the initial 03 years of operational period.. Further, supplier should also provide quote for the two years on site comprehensive warranty at the site.	
	Documents/ manuals		
<b>12.11</b>	Operating manual / Maintenance manual / Service manual / Programming manual / Manuals of bought out items incorporated in the system	2 sets of hard copies of the following with 1 set of soft copy in English	To be provided along with the equipment.
<b>12.12</b>	Additional Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a additional comprehensive warranty with parts and labour of <b>minimum 24 months</b> from the date of expiration of the standard warranty of 12 months. Software upgrades shall be intimated and same to be	Supplier should provide quote for the additional two years on site comprehensive warranty at the site.

		made available free of cost during the initial 03 years of operational period.	
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Note: The equipment will be finally accepted based on the compliance of the equipment with the Acceptance Criteria. The final Acceptance Criteria will be based on mutual agreement and will be finalized at the time of placing the order.

## Technical Specifications of Diamond Manufacturing

### Equipment/Machinery

#### LASER 4P (SECTION 2 OF PART II VOLUME II)

Laser 4 P process is basic step for the processing of Rough Diamond subsequent to Diamond Planning and Laser Sawing.

The 4P process represents the final step in the pre-polish sequence in which the diamond attains the final shape before polishing.

#### Laser Sawing 4P System (0.01 to 0.20 ct)

Laser Cutting Machine System (101 to 120 etc)			
Sr.No.	Description	Indicated specification	
01	LASER SYSTEM		
1.1	Laser Type & source	Nd: YAG	
1.2	Laser Class	IV	
1.3	Diode Module	Diode pumped solid state	
1.4	Wavelength	1064nm	
1.5	Beam Mode	TEM00	
1.6	Q-Switched Output Power	24Watt @ 10 Khz	
1.7	Pulse to Pulse Stability	to be specified by vendor	
1.8	Beam Polarization	Linear – Vertical	
1.9	Pulse Repetition Rate	to be specified by vendor	
02	CNC SYSTEM		
2.1	Axis Travel	Minimum 130 x 130x 50 mm	
2.2	Resolution	±2 micron	
2.3	Accuracy	±1 micron	
2.4	Repeatability	±2 micron (to be specified by vendor)	
2.5	Straightness and Flatness of Travel	5 micro /25mm (to be specified by vendor)	
2.6	Drive	AC Servo	
2.7	Electrical Power Consumption	1-Ø, 220 V, 12 to16 Ampere,(to be specified by vendor)	
03	CHILLER		
3.1	Power Supply	Specification to be provided by vendor	
3.2	Computer Specification	Specification to be provided by vendor	
3.3	Operating Temperature	18 to 30° C	
3.4	Dimension	Specify	
3.5	Weight	Specify	
4.0	SOFTWARE	Windows based. Free upgrade/version for 3 years from date of successfully completion of the training.	
5.0	ACCESSORIES		
5.1	Diamond Sticking Machine	Please provide the technical specification of all the accessories items separately. (Price of each accessories to be quoted separately <b>in the financial price bid.</b> )	
5.2	Dies		
5.3	Set up Station along with monitor		
5.4	UPS		
5.5	OVEN		
5.6	Computers		
6.0			
Sr. No.	Parameters	Requirement	Testing Method
6.1	Recommended Spares & Consumables for 1 year of operation with source of supply & price.	List to be provided	

6.2	List of Users - Abroad & India along with contact number and E-mail ID"s.	List to be provided	
6.3	Utilities & Pre-site requirement	write up to be provided	
6.4	List of supply to Diamond Industry	List to be provided alongwith work order	
6.5	Compliant certificate of equipment(if any)		Certificates to be provided
6.6	Safety Features	Supplier should provide details regarding the safety measures adopted in the system Safety aspects of handling of lasers to be provided as a part of training	Training, necessary documents & guidelines to be provided
6.7	Layout of the equipment	Provide complete layout of the equipment for the mentioned requirement	Complete Layout drawing to be provided
6.8	Installation		Installation and Commissioning at sites must be done by Authorized Personnel of the vendor.
6.9	Training		Suppliers to provide training for 2 persons on Operation , maintenance & software operation including all the features of the softwares at site after installation & commissioning of the equipment.
6.10	Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a standard warranty of <b>minimum 12 months</b> from the date of installation, commissioning and acceptance of the system at site. Supplier modification(s) / Software upgrades shall be intimated and same to be made available free of cost during the initial 03 years of operational period.. Further, supplier should also provide quote for the two years on site comprehensive warranty at the site.	
6.11	Documents/ manuals		
	Operating manual / Maintenance manual / Service manual / Programming manual / Manuals of bought out items incorporated in the system	2 sets of hard copies of the following with 1 set of soft copy in English	To be provided along with the equipment.

<b>6.12</b>	Additional Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a additional comprehensive warranty with parts and labour of <b>minimum 24 months</b> from the date of expiration of the standard warranty of 12 months. Software upgrades shall be intimated and same to be made available free of cost during the initial 03 years of operational period.	Supplier should provide quote for the additional two years on site comprehensive warranty at the site.
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Note: The equipment will be finally accepted based on the compliance of the equipment with the Acceptance Criteria. The final Acceptance Criteria will be based on mutual agreement and will be finalized at the time of placing the order.



## Technical Specifications of Diamond Manufacturing

### Equipment/Machinery

#### Laser Sawing System (SECTION 3 OF PART II VOLUME II)

Laser Sawing is the processing of Rough Diamond subsequent to Diamond Planning and diamond sorting.

The Laser Sawing of the diamond prepares the Diamond Rough for the final planning for the 4P process or Bruting as the Rough may be.

#### Laser Sawing System

Sr.No.	Description	Indicated specification	
01	Laser Source	ND : YAG DPSS (to be specified by vendor)	
02	Wavelength	532 nm	
03	Beam Mode	TEM00	
04	Beam Polarization	Linear – Vertical	
05	Working Power	8-15 Watt	
06	<b>CNC System</b>		
6.1	Axis Travel (X x Y)	Minimum 130 x 130 mm	
6.2	Z Axis Travel	50 – 70 mm	
6.3	Resolution	1-2 micron	
6.4	Accuracy	< 10 μ	
6.5	Repeatability	< 10 μ	
6.6	Straightness and Flatness of Travel	1-2 μ	
07	Drive	AC SERVO	
08	Computer Specification	Specification to be provided by vendor	
09	Electrical		
9.1	Machine Power Supply	1 Phase, 15-30 Amp	
9.2	Power Consumption	1.7 KW – 2.0 KW	
10	Dimension		
10.1	Length x Width x Height	to be specified by the vendor	
11.0	<b>SOFTWARE</b>	Free upgrade/version for 3 years from date of successfully completion of the training.	
12.0	<b>ACCESSORIES</b>		
12.1	Diamond Stitching Machine	Please quote separately and also provide the technical specification of the all the accessories items separately	
12.2	Dies		
12.3	Set up Station along with monitor		
12.4	UPS		
12.5	OVEN		
12.6	Computers		
13			
Sr. No.	Parameters	Requirement	Testing Method
13.1	Recommended Spares & Consumables for 1 year of operation with source of supply & price.	List to be provided	
13.2	List of Users - Abroad & India along with contact number and E-mail ID"s.	List to be provided	
13.3	Utilities & Pre-site requirement	write up to be provided	
13.4	List of supply to Diamond Industry	List to be provided alongwith work order	
13.5	Compliant certificate of equipment(if any)		Certificates to be provided
13.6	Safety Features	Supplier should provide	Training, necessary

		details regarding the safety measures adopted in the system Safety aspects of handling of lasers to be provided as a part of training	documents & guidelines to be provided
<b>6137</b>	Layout of the equipment	Provide complete layout of the equipment for the mentioned requirement	Complete Layout drawing to be provided
<b>13.8</b>	Installation		Installation and Commissioning at sites must be done by Authorized Personnel of the vendor.
<b>13.9</b>	Training		Suppliers to provide training for 2 persons on Operation , maintenance & software operation including all the features of the softwares at site after installation & commissioning of the equipment.
<b>13.10</b>	Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a standard warranty of <b>minimum 12 months</b> from the date of installation, commissioning and acceptance of the system at site. Supplier modification(s) / Software upgrades shall be intimated and same to be made available free of cost during the initial 03 years of operational period.. Further, supplier should also provide quote for the two years on site comprehensive warranty at the site.	
<b>13.11</b>	Documents/ manuals		
	Operating manual / Maintenance manual / Service manual / Programming manual / Manuals of bought out items incorporated in the system	2 sets of hard copies of the manuals (in dual language i.e. English & Gujarati) along with 1 set of soft copy in English	To be provided along with the equipment.
<b>13.12</b>	Additional Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a additional comprehensive warranty with parts and labour of <b>minimum 24</b>	Supplier should provide quote for the additional two years on site comprehensive warranty at the site.

		<b>months</b> from the date of expiration of the standard warranty of 12 months. Software upgrades shall be intimated and same to be made available free of cost during the initial 03 years of operational period.	
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Note: The equipment will be finally accepted based on the compliance of the equipment with the Acceptance Criteria. The final Acceptance Criteria will be based on mutual agreement and will be finalized at the time of placing the order.

## Technical Specifications of Diamond Manufacturing

### Equipment/Machinery

#### Weighing Balance (SECTION 4 OF PART II VOLUME II)

Accuracy in weighing of the diamond is an important factor in the diamond processing as a slight deviation in the weight can affect the value of the diamond drastically.

The weighing scale used in the diamond industry has to have the feature of stability and repeatability.

#### Weighing Balance

Sr.No.	Description	Indicated specification	
01	Capacity (Range)	600 – 700 cts. / 120 gm – 140 gm	
02	PAN DIA	80-90 mm	
03	Readability	0.001 ct.	
04	Repeatability (+/-)	0.001 ct.	
05	Linearity	0.002 ct.	
06	Calibration	Automatic external/FACT (Preferably FACT)	
07	Auxiliary Display	1 number	
08	Display	LCD Backlit/White Backlit	
09	Weighing Units	Gm/Cts	
10	Calibration weight	In carats covering capacity of the balance	
11	Anti vibration Base	(to be specified by vendor)	
12	Interface	2 x RS 232C USB	
13	Draft Shield	Balance should be supplied with draft shield	
14	PC Direct	Transfer weighing data to a PC without additional software	
15	Power PAC	Necessary Power adapter	
16	Connectivity with printer	Compatible with printer connectivity	
17	Calibration Certificate	BY NABL accredited lab (Calibration to be done on site after installation)	
18			
Sr. No.	Parameters	Requirement	Testing Method
18.1	Recommended Spares & Consumables for 1 year of operation with source of supply & price.	List to be provided	
18.2	List of Users - Abroad & India along with contact number and E-mail ID"s.	List to be provided	
18.3	Utilities & Pre-site requirement	write up to be provided	
18.4	List of supply to Diamond Industry	List to be provided alongwith work order	
18.5	Compliant certificate of equipment(if any)		Certificates to be provided
18.6	Safety Features	Supplier should provide details regarding the safety measures adopted in the handling of the machine along with the use and the calibration aspects of the	Training, necessary documents & guidelines to be provided

		balance as a part of training	
<b>18.7</b>	Layout of the equipment	Provide complete layout of the equipment for the mentioned requirement	
<b>18.8</b>	Installation		Installation and Commissioning at sites must be done by Authorized Personnel of the vendor.
<b>18.9</b>	Training		Suppliers to provide training for 2 persons on Operation, maintenance & operation including all the features of the balance at site after installation & commissioning of the equipment.
<b>18.10</b>	Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a standard warranty of <b>minimum 12 months</b> from the date of installation, commissioning and acceptance of the system at site. Further, supplier should also provide quote for the two years on site comprehensive warranty at the site.	
<b>18.11</b>	<b>Documents/ manuals</b>		
	Operating manual/ Maintenance manual / Service manual / Programming manual / Manuals of bought out items incorporated in the system	2 sets of hard copies of the following with 1 set of soft copy in English	To be provided along with the equipment.
<b>18.12</b>	Additional Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a additional comprehensive warranty with parts and labour of <b>minimum 24 months</b> from the date of expiration of the standard warranty of 12 months.	Supplier should provide quote for the additional two years on site comprehensive warranty at the site.

Note: The equipment will be finally accepted based on the compliance of the equipment with the Acceptance Criteria. The final Acceptance Criteria will be based on mutual agreement and will be finalized at the time of placing the order.

## Technical Specifications of Diamond Manufacturing

### Equipment/Machinery

#### Day Light Lamp (SECTION 5 OF PART II VOLUME II)

Lighting environment is a key factor in the assessment and the grading of diamond and the quality of light in which the diamonds is assessed and grades plays an important role in taking a correct call and correct decision involving the manufacturing process as well as the grading of the diamond.

The diamond lights with the correct lumens are an essential requirement for the manufacturing processing and the grading of the diamond.

#### Day Light Lamp

Sr. No.	Description	Indicated specification	
1	Body	Aluminum Zinc Casting	
2	Electronic Ballast	Intelux Make	
3	Tube (along with Kelvin)/LED	Philips /Toshiba Make(TLD 15W/54)/Provide details of LED	
4	Reflector	S.S. Reflector	
5	Pipe	12 mm/18 mm Gauge S.Steel	
6	Powder Coating	No. of Coats To be Specified by Vendor	
7	Service	To be Specified by Vendor	
8	Wiring cables	Finolex/Polycab/RR	
09	Guarantee of Parts	To be Specified by Vendor Individually	
Sr. No.	Parameters	Requirement	Testing Method
10.1	Recommended Spares & Consumables for 1 year of operation with source of supply & price.	List to be provided	
10.2	List of Users - Abroad & India along with contact number and E-mail ID"s.	List to be provided	
10.3	Utilities & Pre-site requirement	write up to be provided	
10.4	List of supply to Diamond Industry	List to be provided along with work order	
10.5	Compliant certificate of equipment(if any)		Certificates to be provided
10.6	Safety Features	Supplier should provide details regarding the safety measures and precautions and care to be adopted in the operation of the apparatus. Safety aspects of handling the same have also to be intimated as a part of operation instructions.	Operating Instructions and necessary documents & guidelines to be provided
10.7	Layout of the equipment	Provide complete layout of the equipment for the mentioned requirement	
10.8	Installation		Installation and Commissioning at sites

			must be done by Authorized Personnel of the vendor.
<b>10.9</b>	Training		Instruction for the operation & maintenance including all the features of the apparatus at site after installation & commissioning of the equipment.
<b>10.10</b>	Warranty – Inclusive of parts and labor	The complete system and its associated hardware / software should have a standard warranty of <b>minimum 12 months</b> from the date of installation, commissioning and acceptance of the system at site. Further, supplier should also provide quote for the two years on site comprehensive warranty at the site.	The guarantee of the parts of the apparatus should be mentioned separately and in case warranty of the same is beyond the 3 years of stipulated comprehensive warranty period, than, the longer period of the warranty of the same would be considered
<b>10.11</b>	Documents/ manuals		
<b>10.12</b>	Operating manual / Maintenance manual / Service manual / Programming manual/Manuals of bought out items incorporated in the system	2 sets of hard copies of the following with 1 set of soft copy in English	To be provided along with the equipment.
<b>10.13</b>	Additional Warranty – Inclusive of parts and labor		Supplier should provide quote for the additional two years on site comprehensive warranty at the site.

Note: The equipment will be finally accepted based on the compliance of the equipment with the Acceptance Criteria. The final Acceptance Criteria will be based on mutual agreement and will be finalized at the time of placing the order.





# **TENDER DOCUMENT**

## **PART : III**

### **(FINANCIAL BID)**

#### **TENDER FOR SUPPLY OF THE DIAMOND MANUFACTURING EQUIPMENT/ MACHINERY FOR COMMON FACILITY CENTERS (CFC) PROJECT**

**Tender No.:GJEPC/CFC PROJECT/AUGUST:2016-2017/003**

**CLIENT/NODAL AGENCY : THE GEM & JEWELLERY EXPORT PROMOTION COUNCIL**

#### **Head Office**

Tower No. AW 1010, G-Block, Bharat  
Diamond Bourse, Opp. Nabard,  
Bandra-Kurla Complex, Bandra - East,  
Mumbai - 400051  
Ph. : 022 - 26544000 Fax : 022 - 26524764  
E-Mail : ho@gjepcindia.com

#### **Regional Office - Gujarat**

401-A, 4th Floor,  
International Commerce Centre ( ICC)  
Near Kadiwala School, Ring Road,  
Surat - 395002  
Ph. : 0261 -2209000 Fax : 0261 - 2209040  
E-Mail : surat@gjepcindia.com

#### **PROJECT MANAGEMENT CONSULTANT**

Indian Diamond Institute  
GIDC Katargam, Sumul Dairy Road, Surat - 395008  
Ph. : 0261 - 2407847 / 48 Fax : 0261 - 2407849  
E-mail : info@diamondinstitute.net

**PART:III**  
**(FINANCIAL BID)**

**FINANCIAL BID**

<b>Sr. No.</b>	<b>Part - III (Financial Bid)-</b>	<b>Page No.</b>
01	Format to fill up for supply, installation & commissioning of the diamond manufacturing equipment & machinery <i>for Common Facility Centers(CFC)</i> project	03 & 04

**PART-A :** Format to fill up for supply, installation & commissioning of the diamond manufacturing equipment & machinery *for Common Facility Centers(CFC)* project

Sr. No.	Particulars of the equipment	Basic unit price of the equipment in(Rs.) words & Figure
01	Supply, of the diamond manufacturing equipment & machinery( Laser 4P/Laser sawing/ Weighing balance/Day light lamp/Rough Diamond Planning machine) alongwith technical specifications of the bidders product in line with technical specification provided with the tender documents.	
02	Other accessories supply (such as Computer, Software, stitching machine, Oven, Setting station, auxiliary display etc.) as necessary for operation of the equipment in line with the technical specification of the particular equipment.	
	Taxes applicable such as custom duty, excise duty, sales tax, VAT etc. with individual break up.	
	P& F Charges	
	Transportation charges	
	Transits insurance /other insurance charges till the handing over the equipment	
	Software installation charges(if any)	
	Service Tax ( if applicable)	
	Installation & Commissioning charges(If any)	
	Training charges (if any)	
	<b>Total cost inclusive of all</b>	
(b)	Charges for on site additional two years comprehensive (parts plus labour)warranty after defect liability period.	
	Taxes applicable(if any)	
	Total payable cost	

\*\_Details break up of the cost is only for the comparison purpose, LoI net order value ,once issued would not be allowed for any kind of upward revision in any circumstances what so ever may be the reason such as change in tax structure, inflation etc. & quoted price per unit including all the taxes etc. would be valid for the tender validity period.

- \* In case of bidders opt to bid for more than one equipment, separate financial bid for each product, bidder would like to bid, should be submitted separately.
- \* Financial bid should be for a unit price inclusive of all the cost.
- \* On site an additional two years comprehensive warranty (parts+labour) charges after defect liability period should be quoted separately inclusive of all taxes ,as given in the format.

- \* Software upgradation charges if any should be mentioned separately.
- \* Please also provide list & price of the critical parts of the equipment ( for eg. Diode in case of Laser equipment, )

**BIDDER'S SEAL AND SIGNATURE**