



TENDER DOCUMENT

PART - I PRELIMINARIES

DEVELOPING & IMPLEMENTING CLOUD ERP SOLUTION FOR COMMON FACILITY CENTERS (CFC) PROJECT

Tender No.:GJEPC/CFC PROJECT/AUGUST:2016-2017/002

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

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PROJECT MANAGEMENT CONSULTANT

Indian Diamond Institute
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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 spread 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 center. 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..

PROJECT INTRODUCTION

Cloud Based Enterprise resource planning (ERP) is an end to end customized application contemplated for the CFC project for its business process management to provide a system of integrated applications to manage the business and automate many back office functions related to technology, services and human resources.

01 :CBES will have following modules:

1. Accounts & Finance
 - 1.1. Accounts Receivables
 - 1.2. Accounts Payables
 - 1.3. General Ledger Accounting
 - 1.4. Bank Accounting
 - 1.5. Reconciliation & Consolidation
 - 1.6. Budgetary and financial control
2. Inventory Management
 - 2.1. Inventory Visibility
 - 2.2. Inventory Evaluation
 - 2.3. Receipt & Delivery Management
 - 2.4. Security
3. Process Tracking.
 - 3.1. Production Planning for Processes
 - 3.2. Control Process Management
 - 3.3. Quality Control
4. Human Resources
 - 4.1. Personnel Management
 - 4.2. Organizational Management
 - 4.3. Payroll Accounting
 - 4.4. Time Management
 - 4.5. Attendance & Payroll.
5. Website
6. Stores & Consumable
7. Vendor Database Management & CRM

PROJECT OBJECTIVE

Cloud Based ERP for CFCs would be a software package for enhancing the operational efficiency of business resources. It would be a composition of software modules assisting CFCs to achieve its goals at a faster rate. Implementation of ERP for an organization is done on the basis of organization requirements. Today, ERP is a widely applied software system in all types of industrial fields including small and medium sized companies. Inventory control, better human capital management, customer relationship management and order tracking are some among the key benefits of implementing enterprise resource planning. Proper implementation of ERP package according to business needs is benefited with lots of advantages.

KEY OUTCOMES EXPECTED THROUGH CLOUD BASED ERP

The following are the key outcomes expected after implementing and operationalizing CBES,

- Efficiency
- Cost Reduction
- Quality
- Controlling
- Profitability
- Decentralization
- Scalability

END TO END CLOUD BASED ERP SOLUTION

The following is the system flow for Cloud Based ERP Solution:

**SCOPE OF WORK**

This project envisages the development, installation, training and maintenance of a complete end to end Cloud based ERP Solution (CBES) for Common Facility Centers with the support of GJEPC or authorized representatives of GJEPC. Preference shall be given to Cloud Source Software (CSS). The Bidder shall provide justification of exclusion of CSS in their response as the case may be. Competent authority at GJEPC/ committee will decide by comparing CSS options with respect to capability, strategic control, scalability, security, life time costs and support requirements.

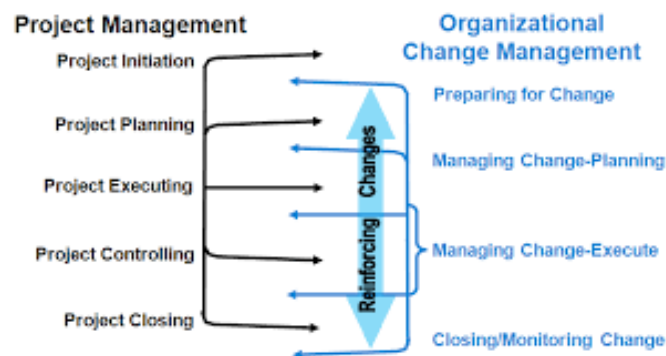
This ERP solution shall be implemented on a dedicated portal on managed cloud based hosting model over a dedicated instance. The data shall reside in India premises, i.e. No Data Centre shall be clustered outside India.

The following are the broad indicative components to be covered as part of the scope of work for ERP

1. Knowledge of Organization
2. Structure for Implementation
3. Change Management Process by ERP
4. ERP Features
5. ERP functional & technical requirements
6. Service Expectations
7. General Deliverables
8. Support and Maintenance

1) **CHANGE MANAGEMENT PROCESS**

The proposed ERP need to inculcate the change management process by incorporating following features.



2) **Cloud Server Specifications**

The vendor shall specify the cloud server specification suitable to run his application with the number of users as given hereinafter and with due performance as per SLA. The minimum server configuration as also other specifications about backup, anti virus/firewall etc. shall be as under:

- 4-Core
- 16-GB RAM
- TB HDD
- OS : Windows Server 2012 R2 Standard(64-bit)
- Antivirus : McAfee
- VM type: 1C
- Location : India
- With High Availability (Mirroring)
- 1 GB Bandwidth Transfer per month on 100 mbps link speed

3) **ERP Functional & Technical Specifications**

1. This is a functional specifications document. A detailed system design document must be prepared based on this by ERP developer/vendor. A copy of the final system design

document must be provided to owner. However, this functional specifications document will continue to be the basis for developing / implementing the ERP.

2. The key ERP portal basic functions

- a. Single Sign-on, profile
- b. Structure, navigation and personalization
- c. Work flow
- d. Capture, store and publish
- e. Categorize and classify
- f. Search and retrieve
- g. Notification
- h. Integration with other applications in the eco systems.
- i. Maintenance.

3. The ERP developer will be responsible for providing the following trainings each phase:

- a. Training of technical support staff
- b. Training of ERP administrator
- c. Different batches of User-training as per the requirements in different phases.
- d. Total training men days to be specified in the proposal as per the architecture, software and other technological requirements.

4. Administrator manual

ERP developer must provide hard and soft copies of the following documents before the training:

- a) User manual
- b) Technical manual

5. ERP source code is the property of the owner (GJEPC) and must be handed over to the owner.

It is the Vendor's responsibility to completely test the ERP for all functional requirements before offering it to the owner. The Vendor must provide an undertaking to rectify any bugs / system errors detected in the system post-implementation and testing, at no extra cost to the Client, for a period of 24 months from the date of phase III of ERP going live.

3.1: Technical Requirements

Area	Features	Particulars
Compatibility	Compatibility with Devices and existing systems (For future integration)	Desktops, Tablets & Smart phones Data can be in different formats including but not limited to, MS-Word, excel, power-point, PDF, video etc. Project Monitoring Tool PMIS, PMS Custom HRMS applications Employee database LDAP, ADS/custom directory Chrome, Mozilla Firefox, IE and Safari
Configurability	Other	ERP shall be compatible

	Compatibility Configuration, customization and branding the content	Configurable Home Screen Configurable User Registration and information pages Brand able - branding (inclusion of logos, usage of fonts and colors etc.) as per the standards required
Administration	Administration & Access Management	Should enable different level of privilege across the application
Scalability Support	Technical Support & Service Management	Customizable roles and levels of access Supports clustered/load balanced servers L1/L2 Support to be provided for all query handling and for handling issues faced by users in ERP Support Availability 24*7 (24 hours a day, 7 days a week) Service Request Management
Interface	User-Friendly GUI	User-friendly interface for Admin and Learner User-friendly interface for Admin and Learner Easy navigation through well-defined menus and logically defined structure Customizable login screen and dashboard
Availability	Other parameters	ERP shall be available for 24 hours a day
Documentation	Technical & Functional Documentation	FAQs User Manuals Standard Operating Procedures Workflows
Security	Security Features & Auditing	Audit Trail shall be maintained for ERP and the audit logs shall be maintained as per owner /its authorised representative storage and archival requirements. Security Audit of the ERP to be conducted from a Cert-In empanelled company after the ERP implementation is performed
Design Architecture and Hosting	Design Architecture and Model for hosting the Technology and Infrastructure	Bidder to provide the detailed design and architecture of the ERP solution with the details of the Bill of Material and Bill of quantity to support the architecture A cloud based hosting model is suggested over a dedicated instance. At the same time the storage of the data shall remain in India premises.
Licenses	Software licenses	The bidder should procure licenses for the ERP application, server, database and related infrastructure and hand over to owner as required.
Communication	Mail / Mobile	ERP shall be compatible for communication via mail as well as via SMS.

3.2: Integration with other systems

1. ERP should be integrated with other systems like attendance, biometric devices etc. The interoperability between ERP and any other module or software needs to be established when both systems are live. Vendor need to evolve benchmarking standards for integration with other systems in consultation with owner/PMC.
2. It is desirable that the system links with, at minimum, the HR system to ensure that user accounts can be created based on HR records. Preferably, when a staff exits the organization, the system having been linked with HR system should raise an alert and cause the workflow for removal of the user account from ERP.
3. ERP shall have the provision to notify the members via e-mail about new resources, features etc.

3.3: Scalability

The ERP should be able to:

- a. Handle a minimum of 250 Users, with provision to further scale up the system for more users depending upon the requirement from each CFC, GJEPC and/or other central/state departments involved in e-governance.
- b. Support at least 100 concurrent sessions for the initial phase can be increased as per the requirements various phases as requirement without any capacity constraints in cloud access.
- c. The bidder should mention the maximum equipped capacity as well as the maximum concurrent session can be provided in their proposal.
- d. Can be serviced as Software as a Service (SaaS) using the cloud platform with proper load balancing.

3.4 :Search Feature

- a) The proposed ERP should be able to provide the search facility within the ERP portal with basic and advance features. The ERP should be able to provide the objects related subject in structured manner in each category wise.
- b) The proposed ERP should be able to provide the internal search widget as well as external search widget in each phase of implementation.
- c) The proposed ERP should have the taxonomy filters and different types of filters like data type, domain etc.

3.5 :Notification

The Proposed ERP should able to provide the notification by email or SMS facility to inform subscribers for any new knowledge object in their domain area of interest.

3.6: Security

1. The ERP should provide for capabilities to enforce access controls to protect User information from manipulation and any unauthorized access.
2. The contents should be accessible via secure port and protocols only.
3. Audit Trail shall be maintained for ERP and the audit logs shall be maintained as per owner/its authorized representative storage and archival requirements.
4. Security Audit of the ERP to be conducted from a Cert-In empanelled company after the ERP implementation is performed.

3.7 : Software licenses

1. The bidder should procure licenses for the ERP application, server, database and related infrastructure and hand over to owner as required.
2. The license type (server based or user bases), license renewal period (if not for life) etc. should be specified and quoted accordingly in the financial bid.

3.8: Solution Architecture & Model for hosting the Technology and Infrastructure

1. Bidder to provide the detailed design and architecture of the ERP solution with the details of the Bill of Material and Bill of Quantity to support the architecture.
2. A managed cloud based hosting model is suggested over a dedicated instance. At the same time the storage of the data shall remain in India premises and comply with the guidelines issued by the GoI on cloud services in India like the data center must be located in India without any clustering outside India.
3. The vendor shall specify the mode of connectivity viz. through Citrix or VPN or RDP

3.9: Compatibility

- 1) The ERP cloud shall be compatible with Desktops, Tablets & Smart phones.
- 2) Data can be in different formats including but not limited to, MS-Word, excel, power-point, PDF, video etc.
- 3) Browsers: Chrome, Mozilla Firefox, IE and Safari etc(Browser Independent)

3.10 :Configuration and Branding

- 1) Configurable login screen (by Administrators and Members).
- 2) Configurable user registration and information pages.
- 3) Brand able - branding (inclusion of logos, usage of fonts and colors etc.) as per the standards required.

3.11 : Administration and Access Management

- 1) Should enable different level of privilege across the application (owner Super Admin, Respective association heads, Domain Owners, Members etc).
- 2) Customizable roles and levels of access

3.12 : Service Expectations

- Selected bidder is expected to provide the following services during Installation, Developing and
- Maintenance. An Indicative list of services to be provided by the selected Bidder as part of scope of work is as follows.

3.13 :Project Initiation(one month period)

1. Understanding of the requirements at owner/ PMC office.
2. Deployment of the necessary team members for the ERP implementation.
3. Preparation and sharing the detailed project plan with the roles, responsibilities, activities and milestones covering the ERP activities with the GJEPC/IDI/CFCs and/or other stakeholders.
4. Preparation of the Work Flow and Process flow documents.

5. Submission of the System Requirement Specifications and technical document citing the Fitment of the ERP solution all the functional requirements as specified in the RFP
6. Obtain owner buy-in and sign-off on these documents.

3.14 :Project Implementation(Two Month)

1. Initiate the implementation
2. Customize the ERP product to suit to CFC activities under owner/PMC.
3. Roll out the modules in phases based on the project implementation plans as agreed during the contractual phases.
4. Provide services to ensure the ERP implementation meets the security and SLA requirements.
5. Provide services to transition the content into ERP.
6. Testing (unit testing, system testing, integration testing, user acceptance testing).
7. Performance testing – Stress, load testings.
8. Provide service for bug –fixing and stabilization.
9. Go-live after taking owner/PMC approval.

3.15 :Operations, Maintenance, Monitoring & Control - till the Project Period (March'19)

Create and operate Help Desk for easy resolution of client issues (L1 and L2 Support)Selected Bidder is expected to provide the following services during ERP Implementation and operationalization and maintenance. An Indicative list of services to be provided by the selected bidder as part of scope of work is as follows:

- 1) Respond to queries and support requests
- 2) Monitor and Report Performance as per the Service Level Agreements
- 3) Submit SLA reports and bidder compliance to the SLAs as per the agreed frequency.
- 4) Provide support with extraction and various kinds of reports customized to owner/PMC requirements
- 5) Report Project Variances
- 6) Intervene with Control Mechanisms as and when necessary
- 7) Submit necessary Project Documents to owner/PMC.

3.16 : Submit Internal Audit Reports Periodically (every month) on the Project Progress

3.17 :Exit Plan and hand over the Project in accordance with the Plan.

The bidder shall perform the Knowledge Transfer & Exit Management planning as per the Part-II section VII-Special instructions to bidders Clause 1.2 of this RFP document.

3.18 : Delivery Stages

<u>Sr. No.</u>	<u>Deliverable</u>	<u>Timeline from issue of LOI/PO</u>
1	Submission of Plan, SRS, Work Flow and other documentation	30 days
2	Development, installation and commissioning of prototype version for trail runs	90 days
3	Training and go live of CFCs	120 days
4	Completion of go live stage and acceptance sign off	150 days
5	Maintenance & support	2 years after Go live
6	Exit plan & Handover	By March 2019

3.19 :General Deliverables of the project

The Following are the deliverables for selected bidder.

Sr.No	Phase	Activities
1	Project Initiation	Project Plan with activities, milestones and Responsibilities Workflows of the various components including but not limited to, User registration, training allotment, online assessment, User access management etc. needs to be created. Bidder needs to obtain owner/PMC signoff on each of these workflows. Draft SRS, FRS, SDS documents
2	Project Implementation	Project Test Results (including Unit, Integration, Stress, Load, UAT tests) STQC Certifications Roll out Plan Security Audit Report Training Documents SOPs, User Manuals
3	Operations, Maintenance Monitoring and Control	SLA Reports Updates on SOPs and User Manuals Fortnightly project progress trackers
4	Exit Plan and hand over	Exit Management Plan (As per Section 12.2 of RFP) Progress Tracking Report of Exit

Deliverables may be added to this based on discussions with owner/PMC during project implementation stages. The actual list of activities and associated deliverables shall be discussed and agreed during the contractual stages.

A phase wise implementation approach is envisaged during ERP implementation. Bidder is required to submit a detailed phase wise implementation plan and

showcase the same during the technical evaluation phases. Bidder shall submit the following key documents as part of the bid

- a. Compliance to the Functional and Technical requirements as specified in the scope of work and other relevant guidelines.

3.20 : Help Desk Support - Definitions

- **L1 Support**

L1 or Level 1 Support is the initial support level responsible for basic user issues. The first job of a Tier I specialist is to gather the customer's information and to determine the users issue by analyzing the symptoms and figuring out the underlying problem. L1 support personnel is expected to resolve the basic issues reported by any users over RP registration, password reset, course not visible so on and so forth. Bidder is requested to provide list of activities proposed to be undertaken by L1 support personnel as part of the technical bid.

- **L2 Support**

L2 or Level 2 is a more in-depth technical support level than L1 Support and requires more experienced and knowledgeable personnel on a ERP and related support services. It is synonymous with level 2support, support line 2, administrative level support, and accounts for advanced technical troubleshooting and analysis required for rendering the solution posed. L2 shall provide support in resolving any query that is unresolved by L1. In case L2 support personnel is not in a position to resolve any query/request raised, they are required to taken support from their organization over the same to ensure request resolution.

3.21 : Note to the ERP Developer

If the vendor wishes to demonstrate and recommend any additional features / capabilities in their ERP, which are not specified in this document, this must be specifically listed in a separate section at the end of their proposal titled "Extra features offered over and above client's functional specifications." These may be shown in the demo AFTER the vendor has first demonstrated the features, workflows and reports that are specified in this RFP.

4) Support from ERP developer / vendor for future functional and technical upgrades

Additional requirements based on new ideas, suggestions from Users and changing organizational requirements may arise in future from time to time. The ERP Developer / Vendor must be capable of providing support for future upgrades both to features / functionality as well with advancing technology. Vendor to give a written undertaking to provide future upgrades/support of the ERP, as and when required without any additional charges. Any new customized developments might be charged separately at pre-decided man day rate.



TENDER DOCUMENT

PART-II (Volume-I) TECHNICAL BID

DEVELOPING & IMPLEMENTING CLOUD ERP SOLUTION FOR COMMON FACILITY CENTERS (CFC) PROJECT

Tender No.:GJEPC/CFC PROJECT/AUGUST : 2016-2017/002

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

Head Office

Tower No. AW 1010, G-Block, Bharat
Diamond Bourse, Opp. Nabard,
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PROJECT MANAGEMENT CONSULTANT

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PART-II (Volume-I)
TECHNICAL BID

Sr. No.	Part - II (Technical Bid)-Volume-I	Section	Page No.
01	Tender Notice	I	04
02	Information of Tender	II	05
03	Abstract of Tender	III	06-07
04	Invitation for Bidder	IV	08-09
05	Instruction to Bidder	V	10-19
06	Definitions and Interpretations	VI	20-22
07	General Conditions of Contract	VII	23-34
08	Special Instruction for Bidder	VIII	35-39
09	Qualification Information Forms	IX	40-48

Notice Inviting Tender**Tender NO. No. GJEPC/CFC Project/August-2016-17/002 dated 27/08/2016.**

The Gem & Jewellery Export Promotion Council (GJEPC) invites sealed Tender from qualified & experienced firm / company engaged in development of **Cloud ERP Solution for Common Facility Centers (CFC)** project for an approximately estimated cost of work: **Rs 20 Lac.**

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

PROJECT MANAGEMENT CONSULTANT Indian Diamond Institute GIDC, Katargam, Sumul Dairy Road, Surat – 395008, Ph. : 0261 - 2407847 / 48 E_mail : info@diamondinstitute.net	OWNER/CLIENT/NODAL AGENCY The Gem & Jewellery Export Promotion Council 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

Sr. No.	Title	Information
01	Name of Work	Developing & implementing <i>Cloud ERP Solution 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 at Visnagar, Amreli, Ahmedabad and Palanpur
05	Tender Security(EMD)	Rs. 1,00,000/- (Rupees One Lakh)
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

Sr. No.	Title	Abstract
01	Name of the Project	Common Facility Centres for Gems & Jewellery Industry
02	Name of Work	Developing & implementing Cloud ERP Solution for Common Facility Centers (CFC) project
03	Owner/Client(Nodal Agency)	The Gem & Jewellery Export Promotion Council
04	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 :14:00 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	Date : 20/09/2016 Time :15:00 Hrs Venue: GJEPC Regional Office, Surat
	Opening of Price Bid	Details will be intimated to the pre-qualified bidder
05	Earnest Money Deposit	Rs. 100000.00 (Rupees One Lacs) in form of DD in favour of GJEPC, Surat. (Cash / cheque / BG will not be accepted in any circumstances)
06	Performance Security Deposit	10% of Contract Price in the form of Unconditional Bank Guarantee of a Nationalised/Scheduled Bank. To be submitted by the successful bidder within 7 days of issue of LoI/PO. The Bank Guarantee Should be valid for 12months.
07	Retention Money	10% of the Contract price to be deducted from the invoice raised for each stage of the work.
08	Refund of Retention Money	5% after 12 months from the date of successful implementation of the software at first CFC centre and balance 5% after 24 months after completion of the project.
09	Release of EMD	On acceptance of LoI and receipt of performance Security Deposit from the successful bidder
10	Defect liability Period	12months + 12 months after completion of the work.
11	Completion Period	60 days from the date of issue of LoI.
12	Taxes & leviabale duties	All taxes and duties as applicable to be borne by the bidder
13	Validity of Tender	6 Months from the date of opening of tender
14	Insurance policies/License	In scope of bidder applicable if any.

15	Period Within Which Agreement Shall be Formal Executed	Within 15 (Fifteen) days from the date of submission of PBG
16	Amount of Liquidated Damages for Delay in Completing Works	0.5% of the contract price per week for failure to execute the Works within the stipulated Time for Completion. Limit of Liquidated Damages: not more than 20% of the Contract value.
17	Deduction of Taxes	As per the prevailing Tax Rules of Government of India and the Government of the State of Gujarat.

SECTION –IV

Invitation for Bidder

Invitation: All the Qualified and experienced registered firm/company engaged in Developing & implementing **Cloud ERP Solution** are hereby invited to submit their technical and financial proposal for the works **Common Facility Centers(CFC)** project for Gems & Jewellery industry as per the scope of the works detailed.

Name of Work	Estimated value of tender(cost of work)	Tender fee	Earnest Money	Time limit	Appropriate bidder
Developing & implementing, Cloud ERP Solution for Common Facility Centers (CFC) project	20 Lacs	Rs. 1000/- (non refundable)	Rs. 100000.00 (Rupees one lacs)	60 days from the date of issuing of LoI	Qualified and experienced registered firm/company/ company engaged in Developing & implementing Cloud ERP Solution

- **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 Rs. 100000.00(Rupees One Lacs)**, which shall remain valid for a period of **60days**. 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.
- **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 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. In case of Unconditional bank Guarantee, it shall be valid for a minimum period of 12months.

- **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 shall be 60 days from the date of issue of Lol.
- **Opening of Tenders :** Technical bids will be opened at 15:00 hrs on **20/09/2016** 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 @ 10 % (Ten Percent) from the each invoice raised and 5% of the retention money shall be released after 12 months from the date of successful implementation of the ERP cloud Software at first CFC centre and balance 5% of the retention money shall be released after 24 months from the date of successful implementation of the project. (i.e. ERP cloud Software)
- **Amount of Liquidated Damages of Delay in successful installation of the Cloud ERP software as per scope at first CFC centre: 0.5% (Zero point Five percent) of the contract price for each week of delay for** failure to complete the works within the stipulated time for Completion. Limit of Liquidated Damages: not more than 20% of the Contract value.
- The limit **Defects Liability Period:** 12months + 12 months after completion of the work.
- **Deduction of Tax:** As per the prevailing Tax Rules of the Government of India and the Government of Gujarat.

SECTION - V

Instruction to Bidder

1	Tender without Earnest Money
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.
2	Refund of Earnest Money of Unsuccessful Bidder
2.1	<p>The EMD will be returned promptly to the unsuccessful bidders, after finalization / awarding the subject work to the successful bidder by issuing LoI and receipt of performance security from the successful bidder.</p> <p>The EMD will be returned to the successful bidder after he furnishes the Security Deposit for performance and duly enters in to the contract. If he fails to furnish the Security Deposit or to execute the contract for the work offered to him, his EMD shall be forfeited and the bidder may be disqualified from tendering for further work.</p>
3	Agreement
3.1	The bidder whose tender is accepted shall within 15 days , of issue of letter of intent obtain contract documents for agreement and enter into agreement within 15 days . On failure to do so within the specified time acceptance of the tender will be considered as automatically cancelled and deposited earnest money shall be forfeited without any claims.
4	Period of Validity of Tender
4.1	The tenders shall be valid for 6 months from the date of opening of tender. If a bidder withdraws his tender within this period of 6 months, his Earnest money shall be forfeited.
5	Canvassing
5.1	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.
6	Signing of Tender Papers
6.1	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, financial price bid, technical bid , 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.
7	Sealing and Marking of Tenders

7.1	<p>The Bidder should submit tender documents in <u>duplicate</u>:</p> <p>1). The Original Tender & 2). The Duplicate Tender.</p> <p>Tender Documents will cover ;</p> <p>1).Sealed Technical Tender (Vol. I) (EMD sealed Envelope with Original tender document part of Technical Bid)</p> <p>2). Sealed Commercial Tender (Vol. II)</p> <p>A. Financial price bid as per format provided</p> <p>Completed / entered / filled tender documents are to be placed in an envelope and duly sealed, super scribing on the cover the name of work 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: Project: Gems & Jewellery Common Facility Centres Name of Contract: Developing & implementing <i>Cloud ERP Solution for Common Facility Centers(CFC)</i> project</p>
8	Deadline for Submission of Tenders
8.1	Tenders must be received at the address specified in Invitation for Tender above not later than 20/09/2016 up to 14:00 hrs. The sealed tenders should be submitted by Courier/Registered Post A.D or by Speed Post & Hand Delivery is allowed.
8.2	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.
9	Late Tender
9.1	Any tender delivered to the owner after the prescribed deadline for submission of tenders will not be accepted.
9.2	<p>Modifications and Withdrawal of Tenders</p> <p>No tender shall be modified or withdrawn by the bidder after the tender has been submitted.</p>
10	Tender Accompaniment
10.1	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.
11	Discrepancies
11.1	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.

11.2	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.
12	Opening of Tender and Determination of Responsiveness
12.1	All the bidder who meet the prequalification criteria would be invited at the time of opening of the financial price bid.
12.2	<p>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 reservation. A reservation is one,</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> 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 financial bid have not been signed by the person signing the tender.
12.3	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.
12.4	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.
13	Clarification of Price Proposals
13.1	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.
13.2	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.

14	Correction of Errors
14.1	<p>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:</p> <ul style="list-style-type: none"> 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; 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 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.
14.2	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.
15	Conversion to Single Currency
15.1	The tender prices have to be in Indian Rupees.
16	Evaluation and Comparison of Price Proposals
16.1	The owner will evaluate and compare only the tenders determined to be substantially responsive.
16.2	<p>In evaluating the tenders, the owner will determine for each tender the evaluated tender Price by adjusting the tender price as follows:</p> <ul style="list-style-type: none"> a. making any correction for errors. b. making an appropriate adjustment for any other acceptable variations or deviations; c. Applying any discounts offered by the bidder for the award.
16.3	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.
16.4	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.
16.5	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 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.
16.6	Comparison of tenders will only be between tenders which conform fully to the Specifications and the tender documents.
17	Award
17.1	Owner will award the Contract to the bidder whose tender has been determined to be substantially responsive to the tender documents & selected by the competent authority on the basis of pre qualification criteria & Evaluated Tender Price. Lowest tender price is not the only criteria for awarding a contract of work.

18	Owner's Right to Accept any Tender and Reject any or All Tenders
18.1	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 contract, 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.
19	Notification of Award
19.1	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 Conditions of Contract referred to as the "Letter of Intent") will name the <u>net ordered value inclusive of all taxes, duties, license fees, server hosting charges, maintenance charges during defect liability period, one year support, incidental cost(travelling & training) etc.</u> of the contract for the execution, completion and maintenance of the works in the bidder as prescribed the contract (hereinafter and in the Conditions of Contract called the "Contract Price").
19.2	The notification of award will constitute the formation of the contract.
19.3	Upon furnishing by the successful bidder of a performance security, owner will promptly notify the other bidders that their tenders have been unsuccessful.
20	Performance Security
20.1	Within 07 days of issue of the notification of award from the owner, the successful bidder shall furnish to the owner a performance security @10% of the net order value, in the form of an unconditional bank guarantee / DD in an amount as specified, issued by a Nationalized / Scheduled bank located in India. Validity of the PBG should be 12 months. 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.
20.2	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.
21	Corrupt or Fraudulent Practices
21.1	<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>

	(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.
22	Acceptance of tender
22.1	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.
23	Taxes and Insurances
23.1	The rates quoted should be Including all Taxes & all Duties, travelling & training cost, server hosting fees, license fees and any other charges as applicable for successful implementation of the software.
24	Change of Address
24.1	The bidders must keep the owner informed of any change of address during period of tender or of work, in his own interest and obtain an acknowledgement thereof.
25	Deductions / Recovery of Tax
25.1	Income tax / sales tax / TDS/ 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 as applicable now and in future also by the Government.
26	Defect Liability Period
26.1	The period of defect liability shall be 24 months(12months+12 Months) after completion of the project. The bidder shall rectify any bugs /system errors detected in the systems post-implementation and testing at no extra cost to the client for a period of 24 months from the completion of the project. 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.
27	Bar Chart and Activity Schedule
27.1	The bidder shall submit the detailed bar chart and activity schedule .
28	Eligible Bidders
28.1	<p>This invitation to tender is open only to bidders from India who have been Pre-qualified for undertaking the reference works and who have sound financial position and experience of works of similar nature and complexity. To establish their continued eligibility for award of the contract, Bidders must satisfactorily demonstrate their ability to meet the following criteria:</p> <ol style="list-style-type: none"> The bidder (registered/partnership/firm/LLP/Company) should have at least 3 years experience in carrying out similar types of work preferably in Diamond Industry with at least 5 major installations with value exceeding at least 15 lacs and also with minimum 3 cloud based ERP solution installation preferably in diamond industry. The bidder should have completed at least two (2) contract of a similar nature with a value of at least 75% of the estimated cost of tender value during the past 2 (Two) years in diamond industry. The applicant should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last 5 years.
28.2	Audited balance sheets for the last 3 years shall be submitted. The applicant must

	demonstrate the current soundness of his financial position and indicate his net worth. 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.
28.3	Bidders must fill up the details in the format provided with tender documents for prequalification criteria.
28.4	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.
29	Eligible Materials, Equipment and Services
29.1	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.
30	Qualification of the Bidder
30.1	To be qualified for award of contract, bidders shall have adequate experience, financial capacity and technical capability to undertake the contract. 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 regarding work methods, scheduling and resourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the works in accordance with the specification and the time for completion.
30.2	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, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1932 and latest revision. Tenders submitted by individual firms or proprietorships shall be signed only by the sole proprietor of the firm.
30.3	Bidders shall also submit, with their tender, a detailed note outlining the bidder's proposed work method and schedule, backed with their manpower planning. It needs to be developed in sufficient detail to demonstrate the adequacy of the bidder's proposals to meet the technical specifications and completion time referred to in these documents.
31	One Tender per Bidder
31.1	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.
32	Cost of Tender
32.1	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.
33	Content of Tender Documents
33.1	The tender documents are those stated below, and should be read in conjunction with any

	Addenda issued. <u>Part - II : Technical Bid (Volume-I)</u> <table><tr><th>Sr. No.</th><th>Part - II (Technical Bid)-Volume-I</th><th>Section</th></tr><tr><td>01</td><td>Tender 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><tr><td>06</td><td>Definitions and Interpretations</td><td>VI</td></tr><tr><td>07</td><td>General Conditions of Contract</td><td>VII</td></tr><tr><td>08</td><td>Special Instruction for Bidder</td><td>VIII</td></tr><tr><td>09</td><td>Qualification Information Forms</td><td>IX</td></tr></table> <u>Part III : Financial Bid (Volume-II)(to be filled in by Bidder)</u> Part-A : Financial Price bid in the Format provided.	Sr. No.	Part - II (Technical Bid)-Volume-I	Section	01	Tender Notice	I	02	Information of Tender	II	03	Abstract of Tender	III	04	Invitation for Bidder	IV	05	Instruction to Bidder	V	06	Definitions and Interpretations	VI	07	General Conditions of Contract	VII	08	Special Instruction for Bidder	VIII	09	Qualification Information Forms	IX
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33.2	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 substantially responsive to the requirements of the tender documents will be rejected.																														
33.3	The tender document should contain copy of any addenda, amendment issued.																														
34	Clarification of Tender Documents																														
34.1	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.																														
35	Amendment of Tender Documents																														
35.1	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.																														
35.2	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.																														
35.3	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.																														
36	Interpretation of Document																														
36.1	The interpretation of the document shall be as per General Conditions of Contract .																														
37	Language of Tender																														
37.1	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.
38	Filling of Tender Document
38.1	The tender submitted by the bidder shall comprise the following: tender Form and Appendix to tender; Tender Security; Financial price Bid, 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.
38.2	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. 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.
39	Financial Price bid shall be inclusive of all type of expenses including travel requirement of the team members of the bidder, all taxes, duties levies etc. license fees, server hosting charges etc. without any dependence on exchange rate, duty or tax structure. No additional amount will be paid in excess of the quoted price. Upward revision of the price from the quoted price shall not be allowed in any circumstances.
39.1	The quoted rates shall be for developing, implementing , training and providing the services for a period of 24(12+12) months to fix bugs/ correcting the system errors incidental costs, and taxes of any kind whatsoever including the travel requirement of the team members of the bidders.
40	All rates shall be quoted in Indian Rupees
40.1	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.
40.2	The rates quoted in the tender shall be deemed to have included the effect of any possible inflation or any other contingency, and no upward escalation of rates will be allowed for any reason whatsoever.
41	The Bidder shall fill up all the qualification information required
41.1	Tender Prices
	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.
42	Earnest Money Deposit

42.1	The bidder shall furnish, as part of his tender, a tender security in the amount equal to Rs. 100000.00(Rs. One Lacs) .The tender security shall be in the form of a Demand Draft. The Demand Draft shall be in favour of “The Gem & Jewellery Export Promotion Council” payable at Surat. No interest will be paid on the Tender Security.
42.2	Any tender not accompanied by an acceptable tender security shall be rejected by the owner as non-responsive.
42.3	The tender securities of the unsuccessful bidders shall be returned after awarding the Letter of Intent to successful and bidder and also on receipt of the Performance Security from the successful bidder.
43	Alternative Proposals by Bidders
43.1	Bidders shall submit offers, which comply with the requirements of the tender documents, including the basic technical design etc. 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.
44	Pre-Bid Meeting
44.1	The bidder or his official representative may attend a pre-tender meeting which will take place on Dated: 08/09/2016 at 15:00hrs address and location mentioned in Invitation for Tender
44.2	The purpose of the meeting will be to clarify issues and to answer questions, 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.
44.3	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.
44.4	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.
44.5	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 Developing and implementing Cloud ERP solution for CFC projects 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 drawings, the Bill of Quantities, 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 Towns Insolvency 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.

Abbreviations

CB	Capacity Building	PMIS	Project Management Information System
CD	Compact Disc	PMS	Performance Management System
CV	Curriculum Vitae	PMU	Project Management Unit
eGCF	e-Governance Competency Framework	QCBS	Quality and Cost Based Selection
EMD	Earnest Money Deposit	SCSP	Scheduled Caste Sub Plan
ES	Evaluation Score	SDS	System Design Specifications
GIGW	Guidelines for Indian Government Websites	SLA	Service Level Agreement
GPR	Government Process Re-engineering	SI	System Integrator
HRMS	Human Resource Management System	SOP	Standard Operating Procedures
CBE	Cloud Based ERP Solution	SRS	System Requirement Specifications
MMP	Mission Mode Project	STQC	Standardization Testing & Quality Certification
MSA	Master Service Agreement	UAT	User Acceptance Testing
CFC	Common Facility Centers	PAN	Permanent Account Number
GJEPC	Gems & Jewelry Export Promotion Council	PBG	Performance Bank Guarantee
IDI	Indian Diamond Institute		

Section - VII

General Conditions of Contract

01	Material /License Procurements
1.1	All materials/License 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.
2	Price Escalation
2.1	The rates quoted shall be firm and no escalation in prices shall be paid to the bidder on account of any reasons.
3	Time Period
3.1	Time is the essence of contract. The work should commence within 07 days of issue of LOI and completed within stipulated 60 days from the date of issue of Lol
4	Time Extension
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.
4.2	Bidder agrees that the work shall be commenced and carried on in the order of precedence as may be directed by the PMC. The progress of work shall be checked at regular intervals and percentage progress achieved shall be commensurate with the time elapsed. Bidder shall submit a fortnightly work progress report to PMC & OWNER indicating time progress of work.
5	Billing and Payments
5.1	The contractor shall submit a invoice depending on the progress of the work bills twice in a month. Within 7 days of the submission of bill, PMC shall certify to release 50 % payment of the bills on account and 10 % will be treated as retention. On verification work progress as mentioned in the bills by PMC with the bidder, balance 40% of the payment will be certified by the PMC within next 10 days.
06	Liquidated Damages for Delay
6.1	If the bidder fails to execute, complete and deliver the work within the specified time, owner will deduct as and by the way of penalty amount in rupees at the rate of 0.5 % of contract price per week to a maximum of 20 % 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 such damages from security deposit / retention money or any money due or may become due to the bidder.
07	Retention Money
7.1	Retention money @ 10% shall be deducted from each invoice raised.
08	Statutory Obligations
08.1	Bidder shall conform to the provisions of any Act of legislature, relating to the works and of the regulations and By-lows 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.
09	Arbitration
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.
10	Rates to Include-All Taxes, Material/license and man hour Etc.
10.1	The rates quoted by the bidder shall be inclusive of all materials/license,man hour sales tax, contract tax, octroi duty and any other duty / tax levied by central, state governments or other public bodies, 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.
11	Scope of Contract
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. owner/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: >The variation or modification of the design, quality or quantity of the works, of the addition, or omission, or substitution of any work. >>The removal and / or re-execution of any works executed by the bidder.. >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.
11.3	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, its professionals as fully as if they were the acts, defaults or neglects of the bidder, his agents, professionals. Provided that the bidder shall not be required to obtain such consent for: (a) The provision of professionals, or (b) The purchase of materials/license which are in accordance with the standards specified in the contract, or (c) 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, 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.
13	Owner to Direct work and order Alterations, Modifications, Deletions
13.1	Owner or its representative shall have the power to make any alterations in, omissions

	from, additions to the original specifications, designs 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.
14	Work Partly Abandoned
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.
15	Extra Works
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 bidderas 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 unitprice 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.
16	Bidder's Address
16.1	Both the addresses appearing in the agreement and the bidder's office 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.
17	Independent Bidder
17.1	Bidder agrees to perform this contract as an independent bidder and not as an employee or agent of the owner.
18	Bidder's Supervision
18.1	Bidder shall, during the whole time when the work is in progress, employ a qualified engineer/professionals, who shall be authorized representative of the bidder to be in-

	charge of the works, with adequate experience in a handling of jobs of this nature and with the prior approval of the owner / PMC.. Any directions, instructions, or notices given by the owner or its representative to him, shall be deemed to have been given to the bidder.
18.2	Bidder shall employ for execution of works only such professionals as are careful, skilled and experienced in their trades and the owner/its representative shall be at liberty to object to and require the bidder to remove any person/professionals employed by the bidder for execution of works who in the opinion of the owner, misconducts himself, or is incompetent or negligent in proper performance of his duties.
19	Supervision
19.1	The work shall be conducted under general direction of the bidder ensure strict compliance with the terms of the contract. No failure of the bidder or his supervisors during the progress of the work to discover or to reject materials, or work not in accordance with the requirement of this contract shall be deemed as acceptance thereof or a waiver of defects therein.
20	To Remedy Defective Work and Defects Liability Period
20.1	24 months from the date of final completion of the contract for items covered by final completion certificate, unless otherwise agreed in writing by the owner / consultant will be deemed as the defects liability period. In such case any defects in the software/bugs/ correction in the systems etc. in the work before the expiry of this period, Bidder on notification by the owner shall rectify or remedy the defects at his own cost. The balance of the security deposit will be returned to the bidder only after this defects period.
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.
21	Indebtedness and Loans
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.
22	Progress Report
22.1	Bidder shall submit to the consultant work progress report on fortnightly basis indicating the work completed during the previous two weeks, work to be taken during the following 2 weeks, problems anticipated and suggestions to overcome such problems.
23	Epidemics 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.

24	Certificate of Final Completion
24.1	The works shall not be considered completed until the PMC has certified in writing that they have been finally completed and the 'Defects Liability Period' shall commence from the date of the such certificate.
25	Assignment
25.1	The contractor shall not sublet or assign the whole or part of the works except where otherwise provided, by the contract.
26	Changes in Constitution
26.1	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	Delay on the Part of Owner / Consultant
27.1	If any delay in execution / completion of the contract occurs due to the reasons outside the bidder's scope like 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.
28	Suspension
29.1	<p>Suspension of Work</p> <p>The bidder shall, on the instructions of the owner/consultant, suspend the progress of the works 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> <ul style="list-style-type: none"> (a) otherwise provided for in the contract, or (b) necessary by reason of some default of or breach of contract by the bidder or for which he is responsible, or (c) necessary by reason of climatic conditions on the site, or (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 risk shall apply.
28.2	<p>Consultant's Determination Following Suspension</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>
28.3	<p>Suspension Lasting More than 07 Days</p> <p>If the progress of the works or any part thereof is suspended on the written instructions of the owner/consultant and if permission to resume work is not given by the owner/consultant within a period of 07 days from the date of suspension then, unless such suspension is within the bidder may give notice to the consultant requiring permission, within 03 days from the receipt thereof, to proceed with the works or that part thereof in regard to which progress is suspended. If, within the said time, such permission is not granted, the bidder may, but is not bound to, elect to treat the suspension, where it affects part only of the Works, as an omission of such part under by giving a further notice to the consultant to that effect, or where it affects the whole of the works, treat the suspension as an event of default by the and suspend his work</p>

	under the contract.
29	Termination of Contract by Owner
29.1	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 up shall be unable, within 07 days 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.
29.2	> Has abandoned the Contract, or
29.3	>Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for 14 days after receiving fromthe consultant written notice to proceed; or
29.4	> Has neglected or failed persistency to observe and perform all or any of the acts, matters or things by thecontract to be observed and performed by the bidder for07 days after written notice shall have been given to the bidder requiring the bidder to observe or perform the same; or
29.5	> Has to in defiance of the consultant's instructions to the contrary sub-let any part of the contract. Then in any of the said cases-the-owner with the written consent of the consultant may not withstanding any previous waiver, after giving seven days notice in writing to the bidder, determine the contract, but without hereby affecting the powers of the consultant or the obligations and liabilities of the bidder the whole of which shall continue in force as fully as if the contract has not been so determined and as if the works subsequently executed had been executed by or on behalf of the bidder. In such case the 'Security Deposit' of the bidder shall stand forfeited. Owner reserves the right by employing any other bidder or other persons complete the works and the bidder shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other bidder.
29.6	When the contract is so terminated the bidder shall in no case whatsoever have any claim to compensation, for any loss sustained by him.
30	Force Majeure
30.1	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: <ul style="list-style-type: none"> ➤ War or hostilities; ➤ Riot or civil commotion; ➤ Earth quake, flood, fire or other natural disasters; ➤ Denial of the use of any Railway, Port, Airport, shipping service or ether means of public transport; ➤ Strike or lockout or other industrial action by workers or Owners. ➤ The mere shortage or delay in availability of professionals, materials or utilities

	shall not constitute Force Majeure, unless caused by circumstances which are they Force- Majeure.
30.2	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.
30.3	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.
31	Bidder's General Responsibilities
31.1	The bidder shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the works and remedy any defects therein in accordance with the provisions of the contract. The bidder shall promptly notify the owner and the consultant of any error, omission, fault or any other defect in the design of or specifications for the Works which he discovers when reviewing the contract documents or in the process of execution of works.
32	Performance Security
32.1	The bidder shall provide security amounting to 10% of contract value for his proper performance of the contract to the within 07 days from the date issue of Letter of Intention . The performance security shall be in the form of an unconditional bank guarantee / DD issued by any Nationalized / Scheduled Bank located in India , 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 of 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's written request, shall promptly increase the value of the performance security by an equal percentage.
33	Period of Validity of Performance Security
33.1	The performance security shall be valid for a period of twelve months and such security shall be returned to the bidder within 30 days after the issue of the Work Completion Certificate by PMC to the Contractor.
34	Claims under Performance Security
34.1	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.
35	Quality of Work
35.1	Work to be in Accordance with Contract
	The bidder shall execute and complete the works 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'

	Representative or, subject to the provisions of the consultant's Representative.
36	Insurance/Indemnity
26.1	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
37	Inspection and Testing
37.1	<p>Dates for Inspection and Testing</p> <p>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. 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.</p>
38	Liquidated Damages
38.1	<p>Liquidated Damages for Delay</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 money due from the bidder for such default) for every week or part of a week 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. Amount of liquidated damage is 0.5% of the contract price per week failure to execute the work within the stipulated time for completion of the work. Limit of liquidated damage: not more than 20% of the contract value.</p>
38.2	<p>Reduction of Liquidated Damages</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>
39	Defects Liability
39.1	In these conditions the expression "Defects Liability Period" shall mean the defects

	<p>liabilityperiod calculated from:</p> <p>(a) the date of completion of the works certified by the Owner/consultant or</p> <p>(b) in the event of more than one certificate having been issued by the consultant the respective dates so certified and in relation to the Defects Liability Period the expression "The Works' shall be construed accordingly.</p>
39.2	<p>Defects Liability Certificate</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>
39.3	<p>Completion of Outstanding Work and Remedying Defects</p> <p>To the extent that the works 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> <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.</p>
39.4	<p>Cost of Remedying Defects</p> <p>All work referred shall be executed by the bidder at his own cost if the necessity thereof is, in the opinion of the consultant, due to:</p> <p>((b) where the bidder is responsible for the design for part of the Permanent works, any fault in such design, or</p> <p>(c) the neglect or failure on the part of the bidder to comply with any obligation, expressed or implied, on the bidder's part under the contract. If, in the opinion of the consultant, such necessity is due to any other cause, he shall determine an addition to the contract price and shall notify the bidder accordingly, with a copy to the Owner.</p>
39.5	<p>Bidder's Failure to Carry Out Instructions</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>
40	Certificates and Payments
40.1	Place of Payment

	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.
40.2	<p>Discharge</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>
40.3	<p>Final Certificate / Work Completion Certificate</p> <p>Within 28 days after receipt of the Final Statement and the written discharge, 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>
41	Settlement of Disputes
41.1	<p>Consultant's Decision</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 specifications and instructions herein before mentioned,</p> <p>(b) the quality of the workmanship or materials,</p> <p>(c) any opinion, instruction, determination, certificate or valuation of the consultant, or</p> <p>(d) any other question, claim, right, matter or anything whatsoever in any way arising out of or relating to the contract, specification, estimates, instructions, conditions, orders 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 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 and 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>
41.2	<p>Remedy when the Consultant's Decision is not Accepted</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</p>

	<p>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>
42	Corruption
42.1	<p>Bribes</p> <p>If the bidder, or any of his sub bidders, agents or professionals 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>
43	Accident Prevention
43.1	<p>Fair Wages</p> <p>(b) The bidder shall pay the professionals 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/ statutory bodies of state/central government as fair wages for the area payable to the different categories of labourers/professionals or those notified under the Minimum Wages Act for corresponding employees of the Owner, whichever may be higher.</p> <p>(c) The bidder shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to professionals indirectly engaged on the works, including any professionals engaged by sub / bidders in connection with the said works as if the professionals had been directly employed by him.</p>
43.2	<p>Local professionals</p> <p>(g) The bidder is encouraged as far as possible to employ, in the execution of the contract, qualified Indian citizens as professionals. 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</p>

Section - VIII

Special Instruction for Bidders

1.1. Change Orders

Owner may at any time before completion of work under Project awarded to the Bidder, change the Work Content by increasing the quantities of the services as required in the Contract Agreement for execution of the Project, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Bidder will have to perform the service in the increased quantity at the same Contract Rates within the time stipulated for providing services to owner.

1.2. Knowledge Transfer & Exit Management

1.2.1. Knowledge Transfer

- 1) Knowledge Transfer is an integral part of the Scope of Work of Bidder. This will have to be done even in case the Contract with Bidder ends or is terminated before the planned timelines.
- 2) Bidder needs to include in the response the Exit Management Plan for the ERP Solution and Operations at the end of the Contract duration. The transition period shall span a minimum of six (6) months before the contract end date. The selected Bidder shall ensure during the Exit Management the following:
 - (a) Handover the existing system and infrastructure to GJEPC and IDI in running condition;
 - (b) Have a minimum three (3) months 6 MONTH overlap period of running the operations with the new bidder;
 - (c) Three (3) months independent operations of ERP Solution by new bidder from last date of support of outgoing Bidder.
- 3) At the end of the Contract Period, Bidder will be required to provide necessary handholding and transition support to designated staff or any other Agency that is selected for maintaining the system post the Contract with Bidder. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Infrastructure, handing over all relevant documentation, addressing the queries/clarifications of the new Agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

1.2.2. Cooperation and Provision of Information

During the Exit Management period:

- 1.) The selected Bidder will allow owner and/ or its Nominated Agency access to information reasonably required to define the then current Mode of Operation associated with the

- provision of the services to enable owner to access the existing services being delivered;
- 2.) Promptly on reasonable request by owner/PMC, the selected Bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this Agreement relating to any material aspect of the services (provided by the selected Bidder). Owner shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data etc.

1.2.3. Confidential Information

Selected Bidder will promptly on the commencement of the Exit Management Period supply to owner/PMC and/or its nominated agency the following:

1. Information relating to the current services rendered.
2. Documentation relating to the Project's Intellectual Property Rights.
3. All current and updated data as is reasonably required for purposes of owner/PMC or its nominated agencies Transitioning the services to its Replacement agency in a readily available format.
4. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable owner or its Nominated Agencies, or its Replacement agency to carry out due diligence in order to transition the provision of the Services to owner or its Nominated Agencies, or its Replacement Agency (as the case may be).
5. Before the expiry of the Exit Management Period, Bidder shall deliver to owner or its Nominated Agency all new or up-dated materials from the categories set out in the Plan and shall not retain any copies thereof, except that Bidder shall be permitted to retain one copy of such materials for archival purposes only.
6. Before the expiry of the Exit Management Period, unless otherwise provided under the MSA, owner or its Nominated Agency shall be delivered by the selected Bidder all forms of confidential information, which is in the possession or control of Bidder.

1.2.4. Transfer of Certain Agreements

On request by owner or its Nominated Agency Bidder shall effect such Assignments, Transfers, Licences and Sub-Licenses as owner may require in favour of owner or in relation to any equipment lease, maintenance or service provision Agreement between Bidder and Third Party Lessors, Bidders, and which are related to the services and reasonably necessary for the carrying out of replacement services by owner or its Nominated Agency.

Bidder shall provide the perpetual licenses for all involved ERP components (as applicable) and same shall be shared with owner.

1.2.5. General obligations of Bidder

1. Bidder shall provide all such information as may reasonably be necessary to effect as

seamless a handover as practicable in the circumstances to owner or its nominated agency and which Bidder has in its possession or control at any time during the exit management period.

2. For the purposes of exit management schedule, anything in the possession or control of Bidder or associated entity is deemed to be in the possession or control of Bidder.
3. Bidder shall commit adequate resources to comply with its obligations under this Exit Management plan.

1.2.6. Exit Management

Bidder shall prepare an Exit Management Plan for Transfer of Operations owner and/or as may be advised by owner in the event of Termination or Expiry of the Contract with owner, without affecting services to stakeholders adversely. Bidder shall get this process approved by owner/PMC. The Plan shall include, but not be limited to, the following-

A-

- 1) Detailed Program of the Transfer Process that could be used in conjunction with a Replacement Agency including details of the means to be used to ensure continuing provision of the services throughout the Transfer Process or until the cessation of the services and of the Management Structure to be used during the transfer;
- 2) Plans for communication with such Bidder's staff, OEM's and any related third party as are necessary ,to avoid any material detrimental impact on owner's project operations as a result of undertaking the transfer;
- 3) Plans for provision of contingent support to owner and Replacement Agency for a reasonable period.
- 4) Bidder shall draft the Exit Management Plan periodically thereafter to ensure that it is kept relevant and up to date.
- 5) Exit Management Plan shall be presented by Bidder to owner/PMC and approved by owner or its Nominated Agencies.
- 6) During the Exit Management Period, Bidder shall use its best efforts to deliver the services.
- 7) Payments during the Exit Management period shall be made in accordance with the Payment Schedule as specified in the Exit Plan.
- 8) The Exit Management plan shall be furnished in writing to owner or its Nominated Agencies within sixty (60) days from the Effective Date of this Agreement
- 9) In case of exit due to termination prior to expiry of the Agreement for any reason whatsoever, the Bidder shall pay Liquidated Damages to owner to compensate for the various losses and reputation due to the delay. In such circumstances owner shall not make any further payments and shall recover all amount paid to the Bidder after levying ten percent (10%) interest without prejudice to the bidder right to represent to the competent authority of owner. The decision of the competent authority is final in this regard.

B-

- 1) Upon completion of the Contract Period or upon Termination of the Agreement for any reasons, the Bidder shall comply with the following:
- 2) Notify to owner/PMC forthwith the particulars of all Project Assets;

- 3) Deliver forthwith actual or constructive possession of the Project free and clear of all Encumbrances and execute such deeds, writings and documents as may be required by owner/PMC, for fully and effectively divesting the Bidder of all of the rights, title and interest of the Bidder in the Project and conveying the Project.
- 4) Subject to clause (1) of Exit Management, upon completion of the Contract Period or upon Termination of the Agreement, the Bidder shall comply and conform to the following Divestment Requirements in respect of the project:
 - a. a)All Project assets including the hardware (if applicable), software, documentation and any other infrastructure shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is compliant with the specifications and standards set forth in the RFP, Agreement and any other Amendments made during the Contract Period;
 - b. b)The Bidder delivers relevant records and reports pertaining to the Project and its Operation, and Maintenance including all Operation and Maintenance Records and Manuals pertaining thereto and complete as on the Divestment date;
 - c. c)The Bidder executes such deeds of conveyance, documents and other writings as owner may reasonably require to convey, divest and assign all the rights, title and interest of the Bidder in the project free from all encumbrances absolutely and free of any charge or tax to owner, or its Nominee;
 - d. d)The Bidder complies with all other requirements as may be prescribed under applicable laws to complete the Divestment and Assignment of all the rights, title and interest of the Bidder in the Project free from all encumbrances absolutely and free of any charge or tax to owner or its Nominee.
- 5) Not earlier than three (3) months before the expiry of the Contract Period but not later than thirty(30) days before such expiry, or in the event of earlier termination of the Contract, immediately upon but not later than fifteen (15) days from the date of issue of Termination Notice, the Independent Consultantas nominated by owner shall verify, in the presence of a representative of the Bidder, Compliance by the Bidder with the Divestment Requirements set forth in relation to the Project and, if required, cause appropriate tests to be carried out at the Bidder's cost for determining the Compliance therewith. If either Party finds any shortcomings in the Divestment Requirements, it shall notify the other of the same and the Bidder shall rectify the same at its cost.
- 6) Upon the Bidder conforming to all Divestment Requirements and handing over actual or constructive possession of the Project to owner or a person nominated by owner in this regard, owner shall issue a certificate substantially in the form set forth, which will have the effect of constituting evidence of divestment of all Rights, Title and Lien in the Project by the Bidder and their vesting in Project pursuant thereto. Owner/PMC shall not unreasonably withhold issue of such Certificate. The divestment of all Rights, Title and Lien in the Project shall be deemed to be complete on the date when all the Divestment Requirements have been fulfilled or the Certificate has been issued, whichever is earlier, it being expressly agreed that

any defect or deficiency in any Divestment Requirement shall not in any manner be construed or interpreted as restricting the exercise of any rights by owner or its nominee on or in respect of the Project on the footing as if all Divestment Requirements have been complied with by the Concessionaire.

- 7) Bidder shall ensure transfer of all required Software Products and Licenses utilized for the ERP implementation to owner.
- 8) At the end of the Contract Period or upon Termination of Contract, Bidder is required to provide necessary handholding and transition support to ensure the continuity and performance of the Services to the complete satisfaction of owner/PMC.
- 9) Bidder shall ensure that their Cloud Service Provider (CSP) shall support the owner in migration of the VMs, Data, Content and any other assets to the new environment created by the owner or any Agency (on behalf of the Government) on alternate Cloud Service Provider's offerings to enable successful deployment and running of the Government Department's solution on the new infrastructure. Bidder and their CSP shall certify the VM, Content and Data destruction to the owner as per stipulations and shall ensure that the data cannot be forensically recovered. Bidder along with their CSP shall have the responsibility to support and assist the owner till the division is able to successfully deploy and access the services from the new environment.
- 10) Bidder shall not delete any data at the end of the agreement (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of the owner.
- 11) During the Exit/Transition Management Process, it is the responsibility of the Bidder to address and rectify the problems with respect to migration of the Department Application and related IT infrastructure including installation/reinstallation of the system software etc.
- 12) The ownership of the data generated upon usage of the system, at any point of time during the Contractor Expiry or Termination of the Contract, shall rest absolutely with owner.
- 13) During the Contract Period, the Bidder shall ensure that all the documentation required by the owner/PMC for smooth transition including configuration documents are kept up to date and all such documentation is handed over to the owner during the Exit Management Process.

1.3 Bankruptcy and Insolvency

Owner can terminate the contract if the Bidder becomes bankrupt and/or loses the desired state of solvency with a notice of thirty (30) days. Owner, in such cases of termination, will not be responsible for any loss or financial damage to the service provider resulted due to the termination. Owner will also, in such cases have the Right to Recover any pending dues by invoking the Performance Bank Guarantee or any such instrument available with owner.

SECTION- VIII

QUALIFICATION INFORMATION FORMS

Contents

Form Number	Particulars
1	Letter of Bid
2	General Information
3	Turnover of last three years from interior work activities only
4	Summary of similar projects completed in last 05 years
5	Summary of Current Contract Commitments/Works in Progress
6	Details of key personnel
7	Affidavit on stamp paper stating that Bidder has provided true information
8	Anti Black listing Information
	Bank Solvency Certificate

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 developing & implementing *Cloud ERP Solution for Common Facility Centers(CFC)* project

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) Commercial 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	
04	Name of the Directors of Applicant with address and phone Numbers.	
	a)	
	b)	
05	Details of registration–Whether Registered Partnership firm, Company, etc. Name of Registering Authority, Date and Registration number.(Documentary evidence required).	
06	Whether registered with Government/Semi-Government/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 proposed work 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 & Copy of the work order/Purchase order/Lol from the previous client.	
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. & payment details .	
	(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		
18	Details of Branch office (if any) in Gujarat	
19	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 Designing & Interior contractual 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.

Annual turnover (Interior Contractual Work only) for the following years	
Year	Turnover (in Rs.)
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

Year	Net worth (in Rs.)*
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 : Summary of Similar nature of projects completed in last Five years.

Bidders shall provide information on such similar nature of projects executed during last seven years in the form of a table as given below:

Name of Bidder:

Name of Employer	Name of contract location and nature of their work	Name of professional Engineer responsible for supervision	Contract amount in Indian Rupees & Date of contract	Percentage of participation of company in the project if project is completed as Lead member of Joint venture	Value of work completed and certified in Indian Rupees	Actual date of start of work	Actual Date of work completion	Evidence provided from client
1	2	3	4	5			8	9

Bidder shall provide evidences in terms of Work Orders AND project completion certificates from client for all mentioned projects from clients.

Form No: 5 : Summary of Current Contract Commitments/ Works in Progress**Name of Bidder**

Bidders must provide information on its current commitments on all similar civil contracts that have been awarded or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified full completion certificate has yet to be issued.

Name of Employer	Name of the contract location and nature of their work*	Name of professional Engineer responsible for supervision	Contract amount in Indian Rupees & date of contract	Percentage of participation of company in the project if project is completed as Lead member of Joint venture	Value of work completed and certified in Indian Rupees	Value of outstanding work (in Indian Rupees)	Actual date of start	Estimated completion date
1	2	3	4	5	6	7	8	9

Bidder shall provide evidences in terms of Work Orders, Letter of Acceptance, etc. for all such projects mentioned in the table. If the work has to be carried out under Joint Venture, the share of each Joint Venture partner has to be indicated.

Form No: 6**Details of Project Manager and Key Personnel**

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 CVs along with qualification certificates of all personnel as mentioned in the table above in the following format:

Sr. No.	Particulars	
1	Name	
2	Qualification	
3	Project details on which personnel has working experience	Name of the Project: Details of the Project: Tenure for which the personnel worked on that Project:
4	Any other important information	
5	Signature of the personnel	

Form No: 7 : 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

Form No: 8

Anti-Blacklisting Certificate

(On a Stamp Paper of relevant value)

(To be provided by Bidder)

I M/s. _____ (Name of the Bidder along with name and address of registered office) hereby certify and confirm that we or any of our promoter/ s/ director/s are not barred by Government of Gujarat (GoG)/ any other entity of GoG or blacklisted by any state government or central government/ department/ agency/local self Government/ in India from participating in Project/s, either individually or as member of a Consortium as on

_____ (Bid Submission Date).

We further confirm that we are aware that our Bid for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Bidding Process or thereafter during the agreement period. Dated this ____ day of _____ 2016

To be signed by:

Authorised Signatory with name & designation

Name of the Bidder



TENDER DOCUMENT

PART:III

(FINANCIAL BID) Volume – II

DEVELOPING & IMPLEMENTING CLOUD ERP SOLUTION FOR COMMON FACILITY CENTERS (CFC) PROJECT

Tender No.:GJEPC/CFC PROJECT/AUGUST:2016-2017/002

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) Volume - II

FINANCIAL BID

Sr. No.	Part - III (Financial Bid)-Volume-II	PART	Page No.
01	Format to fill up developing&, implementing <i>Cloud ERP Solution for Common Facility Centers(CFC)</i> project	A	03

PART-A:Format to fill up developing & implementing, *Cloud ERP Solution for Common Facility Centers(CFC)* project

Sr. No.	Particulars	Charges in(Rs.) words & Figure
01	Charges for developing & implementing <i>Cloud ERP Solution for Common Facility Centers(CFC)</i> project (inclusive of applicable taxes)	
02	Server hosting license fees along with proposed technical specifications of the server and backup server (Inclusive of all taxes duties etc.)	
03	License cost, if any, of third party technology platforms such as Oracle, Microsoft etc. (as the case maybe)	
04	Maintenance & Support Charges for 2 years	
05	Reimbursement of Out of pocket expenses on travel, conveyance or any other expense	
	TOTAL AMOUNT (inclusive of all taxes)	

BIDDER'S SEAL AND SIGNATURE