INVITATION FOR EXPRESSION OF INTEREST

GCMMF Ltd. invites technical and financial Expression of Interest from reputed agencies for deployment of Distributor Management System (DMS) software with minimum modification at our Wholesale Dealers.

The proposed DMS software will address all the software requirements of GCMMF Ltd. with a view to provide integrated holistic view of secondary sales and will facilitate informed decision making.

A complete set of RFP document can be obtained by sending email by any interested eligible bidder to DMS@amul.coop.

Sealed proposal as specified in the bidding document, for the complete work with detailed break-up of the work and prices shall be submitted at the above given address latest by 15th April, 2013.

<table>
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<tr>
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<th>Date of commencement of RFP</th>
<th>1st April 2013</th>
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<tr>
<td>a</td>
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<tr>
<td>b</td>
<td>Last date for submission of RFP</td>
<td>15th April 2013</td>
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| c | Address for Communication | Manager (F & S)
   |                             | Gujarat Co-operative Milk Marketing Federation Ltd.,
   |                             | Amul Dairy Road
   |                             | Anand 388 001
   |                             | Gujarat; India
   |                             | e-mail: DMS@amul.coop |

Ref: GCMMF:DMS:2013:01   Date: 1st Apr 2013
INTRODUCTION

Background

GCMMF is an Apex Cooperative Organisation comprising of 17 affiliated Member Dairies/District Milk Unions and it has its own one Manufacturing Unit called Mother Dairy at Gandhinagar. GCMMF is the single largest organisation in the food industry engaged in marketing & distribution of the Liquid Milk and the Milk Products under brand name of “Amul” and “Sagar”. GCMMF also coordinates with the manufacturing dairy units for production planning and raw material procurement and handles the distribution of milk from surplus unions to deficit unions. GCMMF has made “Amul” the largest food brand in India today with an annual turnover in about Rs. 14000 crores.

The Apex Cooperative Organisation “GCMMF” has 3.20 million Milk Producing Members called Farmers, who are giving milk twice a day to the Village Cooperative Societies of the respective Member Unions. There are more than 17,000 organised Village Cooperative Societies in Gujarat, which are affiliated to the respective District Union/Member Union. The GCMMF & its Member Dairies have taken initiative in installing around 6000 Automatic Milk Collection System Units (AMCS) at Village Societies so as to automatically capture Member Information, Fat Content of the Milk, Volume of the Milk and the Amount payable to the Milk Pouring Member. Due to this automation, in a span of one hour everyday in the morning as well as in the evening, the Member Dairies are in position to collect Milk of around 150 Million Litres which has increased the Trust & Transparency on IT in rural areas. The daily milk procurement data is being collected at the respective Member Union and made available to GCMMF for closely monitoring the trend of Liquid Milk procurement on day-to-day basis. The respective Member Union is preserving the milk in cold storage, processing it and producing several products such as Processed Milk, Butter, Cheese, Milk Powders, Ghee, Ice cream, milk beverages, Paneer, etc, as per our monthly production plan.

These products are transported through 4 primary distribution highways namely Fresh Products, Frozen Products, Wet products and Dry Products and are distributed timely through out the country as well as abroad through GCMMF Sales Offices (47 Nos.) and its Wholesale Distributor (WD) Network of around 4000 whole sale Distributors (WDs) and Sub-Wholesale Distributors.

GCMMF has ventured into organized retailing through Amul parlours in various formats. These parlours stores and sell entire range of Amul products from early morning till late in the night. An Amul parlour is a one-stop shop for all of Amul products which includes milk, cheese, butter, ice creams, beverages, pizza, chocolates and other milk products.

The Gujarat Co-operative Milk Marketing Federation Ltd. invites sealed Proposal from reputed/eligible vendors for Study, design, development, implementation and support of DMS Software at its Wholesale Distributors all over India.
INSTRUCTIONS

1.0 Content of RFP

1.0.1 The system required, RFP procedures and contract terms are prescribed in the RFP Document. In addition to the Invitation for Proposal, the RFP Document includes:

- Instruction to Vendors
- Requirements
- Application Details
- Terms and conditions of the contract
- Qualification Application
- Format for Performance Bank Guarantee
- Bidding terms deviation form

1.0.2 The Vendor is expected to examine all instructions, form, terms and specifications in the RFP. Failure to furnish all information required as per the RFP will be at the Vendor’s risk and may result in the rejection of its Proposal.

1.1 Clarification on RFP

A prospective Vendor requiring any clarification on the RFP may notify GCMMF in writing or by Fax or cable or email at the GCMMF’s mailing address indicated in the RFP. GCMMF will respond in writing to any request for clarification on the RFP, which it receives no later than 7 days prior to the deadline for the submission of bids prescribed by the GCMMF.

However, delay in receipt of clarifications cannot be considered by the vendors as a cause for requesting extension in the due date of submission of the proposal.

1.2 Amendment of RFP

- At any time prior to the deadline for submission of bids, GCMMF may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective Vendor, modify the RFP by amendment.

- The amendment will be notified in writing or by Fax or cable or email to all prospective Vendors which have received the RFP and will be binding on them.

- In order to provide prospective Vendors reasonable time in which to take the amendment into account in preparing their RFP, GCMMF may, at its discretion, extend the deadline for the submission of proposal.

1.3 Language of Proposal

The Proposal prepared by the Vendor and all correspondence and documents relating to the Proposal exchanged by the Vendor and GCMMF, shall be written in the English language, provided that any printed literature furnished by the vendor may be written in another language so long as accompanied by an English translation of
its pertinent passages in which case, for the purpose of interpretation of the proposal, the English translation shall govern.

1.4 **Prices**

1.4.1. The Vendor shall indicate on the appropriate Price Schedule attached to this document the total proposal price of the DMS System it proposes to Study, develop, implement and support.

1.4.2. Prices quoted by the Vendor shall be fixed during the Vendor’s performance of the Contract and not subject to variation on any account.

1.5 **Currency**

Prices shall be quoted in Indian Rupees for the goods and services which the Vendor will supply if a contract is awarded against this RFP. **GCMMF will make payments in INDIAN RUPEES only.**

1.6 **Documents Establishing Vendor’s Qualifications.**

The Vendor has the financial, technical, implementation and support capability necessary to perform the Contract. To this end, all bids submitted shall include the following information along with formats ‘A’ and ‘B’ under qualification Application given in **Annexure-1.**

i. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc.

ii. Details of experience and past performance of the bidder on software offered and on those of similar nature within the past 5 years and details of current contracts in hand and other commitments;

iii. Qualification and experience of key personnel for successful execution of the contract for each Phase of Project Life Cycle;

iv. Reports on financial standing of the Vendor such as profit and loss statements, balance sheets and, auditor’s report of the past three years, bankers certificates, etc;

v. Information regarding any current litigation in which the Vendor is involved.

vi. Details about clients where the DMS has been implemented by the Vendor.

vii. Bidding terms Deviation Format

1.7 **Documents Establishing Goods’ Conformity to RFP**

1.7.1. The documentary evidence of the goods’ and services’ conformity to the RFP may be in the form of literature, drawings and data, and shall furnish:
a. A detailed description of the goods’ essential technical and performance characteristics.

b. A list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc. Necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods’ use by the Purchaser.

1.8 Validity Period of Proposal

1.8.1 Proposal shall remain valid for 120 days after the last date of submission of the Proposal prescribed by GCMMF, pursuant to Clause 1.10 below. A Proposal valid for a shorter period may be rejected by GCMMF as non-responsive.

1.8.2 In exceptional circumstance, GCMMF may solicit the Vendors’ consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or Fax or e-mail). A Vendor granting the request will not be required nor permitted to modify its Proposal.

1.9 Sealing and Marking of Proposal

The Proposal should be properly sealed and marked with reference of the RFP. A copy of the proposal should also be provided in a CD in an envelope.

1.10 Deadline for submission of Proposal.

1.10.1 GCMMF may, at its discretion, extended this deadline for the submission of Proposal by amending the RFP in accordance with Para 1.2 above in which case all rights and obligations of the Purchaser and Vendors previously subject to the deadline will thereafter be subject to the deadline as extended.

1.10.2 No telegraphic/ telephonic/ e-mail/ fax Proposal shall be considered.

1.11 Late Submission of Proposal

Any Proposal received by the Purchaser after the deadline for submission of Proposals prescribed by the GCMMF, pursuant of Clause 1.10 will be rejected.

1.12 Modification and Withdrawal of Proposals

No modification in the Proposal is allowed after its submission.

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Vendor on the Proposal Form.
1.13 GCMMF’s Right to Vary Quantities at Time of Award.

The GCMMF reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services specified in the Schedule of Requirements without any change in price or other terms and conditions.

1.14 GCMMF’s Right to Accept Any Proposal and to reject any or All Proposals

The GCMMF reserves the right to accept or reject any Proposal, and to annul the Proposal process and reject all Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Vendor or Vendors or any obligation to inform the affected Vendor or Vendors of the grounds for the Purchaser’s action. GCMMF reserves the right to award the contract to a single vendor or split between more than one vendor.
2.0 REQUIREMENTS

The Vendors are expected to provide the

- Study & Analyze, Development, Implementation, Rollout, Training and support of Standard DMS Software integrated with backend software and analytics as per GCMMF Requirements.
- Defining, Deploying and managing Hardware Requirements both at central site (Could be as cloud service) and at client end.
- Deploying and Managing IT tools for infrastructure and Help Desk Management
- Providing L1 / L2 / L3 Application Management Services.
- Providing L1 / L2 / L3 Hardware support for Central Servers.
- Defining and implementing a Disaster Recovery / Business Continuity Plan

Geographical scope

The Solution and services will cover

- GCMMF Head Office at Anand
- All Zonal & Sales Offices of GCMMF Ltd.
- Amul Wholesale Distributors (WDs) and Sub WDs

Application Scope

A brief write up about application requirement is covered under next section. The scope of work will include the following:

- Conducting a detailed system study to compile the requirements for consolidating data arising at various locations.
- Drawing out detailed functional specifications to address the information needs of the WDs, Head Office, Depot Offices and Zonal Offices.
- Prepare System Requirement Specifications (SRS) document for GCMMF.
- Identify the details of interface requirements of the proposed application systems, for acquiring data from the existing SAP system required for implementation of the proposed solution (both inwards and outwards).
- Selecting and supplying ready-made packages to cater to these needs by fitment mapping and Gap Analysis.
- Developing a deployment Plan
- Working out Infrastructure requirements.
- Integration of all these modules / packages.
- Testing and implementation.
- Post Deployment Support.
- Training to core group of users to enable them to operate the application.
- Prepare detailed user documentation including Functional and Technical Specification.
- Working out a disaster management Plan.
- Suggesting Bandwidth and networking requirements (To be provided at the start of the project).
- Performance monitoring during the implementation of the project.
- GCMMF Ltd. reserves the right to evaluate or get the implementation evaluated/ audited by any third party and the Vendor expressly agrees to such an audit before, during or after
the implementation and would be bound to take appropriate action to meet the requirements.

Integration

Existing SAP system have the details of all registered WDs with their Name, address etc. The Proposed solution needs to support existing SAP structures for master data for better integration with DMS system for two way data exchange. The vendor is expected to clearly indicate the Integration strategy and technical architecture for integration.

The minimum data exchanged should include:

1. All necessary Masters but not limited to
   - Zone, Depots, State, District, Town including entire geographical hierarchy (for Reporting at HO)
   - Products including product Hierarchy
   - Price
   - Tax Applicability
   - Shelf life of products

2. Purchase Orders of DMS as Sales Order in SAP
3. Sales Invoice of SAP as Goods Receipt in DMS
4. Stock Details including Batch details
5. Product promotion schemes

NOTE:

✓ Above listed Master data available in SAP system will be uploaded in DMS Central system and same will be replicated to all WDs on same day.
✓ At the time of first Installation of WDs this data will be downloaded from Central DMS system.
✓ GCMMF uses GIS software for analysis purposes. The proposed solution should provide integration with GIS software to enable continued use of GIS software.

Hardware

Vendor has to provide the complete server and storage hardware for the project. The Scope of the work includes but not limited to

- Design and laying out the complete hardware specification taking into account the current and expected future requirements.
- Design, procure, deploy and manage all necessary server and Storage Infrastructure.
- The vendor will be responsible for installation and maintenance of the server hardware. Though vendor has to provide the complete technical specifications of the equipment provided.
- The vendor will be responsible for development and Implementation of database/system administration, backup & recovery strategies, and system
management policies. The vendor will be responsible for L1 / L2 / L3 Support.

- Capacity Planning / Sizing of the Hardware & network requirements.

**Help Desk Tools**

GCMMF proposes to deploy Help Desk and monitoring tools to

- Manage the complete help desk from call logging to call resolution, integrated with alerts from other monitoring tools.
- Server and database health monitoring and reporting
- Asset Management and Software Delivery

Vendor is expected to provide the adequate tools for these activities. Vendor is also expected to implement the tools and provide for all necessary hardware to run these tools.

**Application Support**

Vendor is expected to provide supports after the implementation for a period of 5 / 10 years. The support would include all functional, technical, database support and enhancements in the application. The support would also include application of patches. All the calls escalated to vendor team needs to be closed in a time bound manner. The support would also means on site support if required.
3. APPLICATION REQUIREMENT DETAILS

The details given here are indicative in nature and not exhaustive. The complete final details will be finalised during the study phase. The GCMMF is a federation of Member Unions engaged in marketing of milk and milk products across globe. The Primary function of the GCMMF is sales, distribution and marketing of milk and milk products across globe. Apart from marketing, GCMMF also engages in various cooperative development activities through member unions. Now Federation want to reach to Customers/Consumers and to understand their needs to serve them in better way in future using DMS software. The various business functions are as follows:

Master Data Management

Retailer Master

✓ For each distributor, beat wise retail outlets can be added.
✓ Retailers are classified in a hierarchical structure Channel, Category and Class.
✓ Display warning for Missing Master data.
✓ Provision to activate or deactivate retailer.

Beat Master

✓ Master for each beat containing information on the outlets in the beat, the frequency of coverage, and the salesperson covering the beat.

Channel & Customer Classification

✓ Outlets are divided in channels, sub-channels, location/category and class.

Product & Price Master

✓ Product & price master are downloaded from the central system to the distributors system. Prices should not be changeable.
✓ Central system gets the price master from the SAP system using integration between two systems.

Target Setting

✓ GCMMF can set monthly SKU wise sales targets for distributor and its salesman. Integration with SAP or excel file import / export for the same is possible.

Sales Organization Hierarchy

✓ System provides the following hierarchy: Distributor, Area, Region and Zone

Purchase Order

✓ Recording GRN and tracking payments
✓ Downloading of electronic purchase invoice
✓ Reconciliation of invoiced stock vs. actual stock received.

In Transit Goods

✓ Tracking of stock-in-transit from factory/depot to the distributor

Inventory Management

✓ Recording opening stock
✓ Tracking inventory levels
✓ Transferring stock between distributors and making adjustments

Sales Management

✓ Recording orders from retail outlets
✓ Generating sales invoice
✓ Automatic application of promotions
✓ Automatic generation of claims
✓ Recording sales returns
✓ Defining and tracking targets for sales team
✓ Checking credit limit in days and amount at the time of invoicing

Promotional Scheme Management

a) Primary Schemes
✓ System automatically passes on primary schemes at the time of secondary invoicing.

b) Secondary Schemes
✓ Create and approve Secondary Schemes on-line to handle trade discounts, free Amul items or scratch cards with purchase of certain SKUs.
✓ Downloading of promotions from the central system to the all distributors
✓ Uploading trade discount related claims from distributors to the central system over the internet
✓ Provision for hierarchical budget allocation of promotion and every relevant level

Claims Management

✓ Whenever a secondary scheme is utilized a record is created in the claims module
✓ Whenever a damage is reported a record is created in the claims module
✓ In the central system the claim will be routed based on the value of the claim as well as the claim type.
✓ IF the claim is rejected, the claim with all relevant rejection comments will be sent back to the distributor. If the claim is approved, then the claim will flow to C&FA for credit note creation and processing.

Damage Returns

✓ All damage claims are to be approved by Amul sale officer visiting the distributor.
Any damage coming from sales return is directly added to the damaged stock. If anything is damaged at the time of delivery from the factory/depot, it is moved to the “stock under reconciliation”. Moving from stock under reconciliation to damaged stock can only be done by Amul SO with his login.

**Accounting**

- The system is not required to have full-fledged financial/accounting package. However, it should support export of all billing information in a standard format. In case of Accounting Solutions, it should provide an interface (preferably xml based) to directly push information in the respective ledgers.

**Collection**

- Managing customer-wise and bulk collection
- Tracking outstanding amounts

**Security Management at WDs and HO (Central DMS)**

- User management using Password, Roles with timestamp
- 100% Audit of all operations
- Provision to Automatic Backup and restore data
- Export/Import

**DMS Central Server Functions**

In SAP System materials will be created with MRP, MRP Apply Date, Shelf life, State wise Tax details etc. and transferred to Central DMS system using interface.

Following data will again transfer to WDs System:

- Batch No. Management
- Material Code (Primary Pack)
- MRP for Primary Pack (Gujarat & Non Gujarat)
- Tax Details
- Shelf Life
- UOM
- Barcode

Billing, Purchase, Receipts and Inventory will be transferred to DMS Central Server.

All the data will be synchronized from DMS central server to WDs system in given period of time and vice-a-versa. Time for Synchronization will be maintained by DMS Central Server.

**Reports** *(These are indicative reports only actual report requirements will be communicates during requirement gathering)*

1. Sales by FSR, by distributor, by period, by channel, by class, by beat, by brand/sub-brand/SKU, by salesperson
2. Distributor-wise Inventory
3. In-transit report
4. Returns Reports
5. Masters: Distributor Masters and Retailer Masters
6. Target information by distributor, by salesperson
7. Target v/s achievement for distributors, for salespersons
8. Stock report by distributor by stock/value
9. Outlet coverage reports
10. Sale Report: This report will be available with Filter Option for Product hierarchy in SAP and Customer Name with Date range, location.
11. Purchase Report: This report will be available with Filter Option Product hierarchy in SAP and Supplier Name with Date range, Location.
12. Stock Report: This report will display the stock of Material, WDs consolidated Stock with options for Product hierarchy in SAP with Expiry date, Location with Date range.
15. Expiry Report: The items expired with Option for Product hierarchy in Sap with Date range.
16. Scrap Report: This will display the Scrap items with option for Date, Material, Batch code with Date range.
17. Reconciliation Report (item Wise) as per the format provided.
18. Item Ledger report.
20. Product wise profitability report
21. Data Transfer Reports
22. Stock age analysis Report
23. Stock discrepancy report based on computer and physical stock

Note :

1. Reports should be converted in EXCEL and PDF.
2. Reporting interface for Central server should be Web Based.
3. All the reports available at HO (DMS Central Server) will show qty in MTN/KLT and Value in lacs. Reports for Depot and Zone should be displayed in LU (Loading Units)
4. Sales reports will show qty in PCS and value in Rs.
5. Reports will be based on Head Office (ALL), zone and depotwise as per Product hierarchy defined in SAP.
6. Daily, Monthly and Yearly reports

Features of Integrated BI Tool

Graphical Management Dashboard

✓ Graphically view summary data of key sales parameters like:
  o Primary Sales & Secondary Sales
  o Stock Levels at Distributors
✓ View all of the above data along any dimension, e.g. by brand, product, product category, region/area/ distributor, route, etc.
✓ Drill down to the lowest level of detail along a selected dimension with simple mouse
clicks
✓ View trends graphically to better comprehend the changes in performance figures
✓ Automatically receive alerts whenever a parameter crosses a specified threshold

User Defined Report
✓ Dynamic design of reports based on data available on the central system and save along with user profile.
✓ Set up filters on the reports
✓ Set alert levels on reports so that users can be notified by email/SMS

Other Features

Security
The system limits access by creating role based access privileges with password protection. It is mandatory to have strong passwords, with password aging and mandatory change intervals. The system supports SSL (https) protocol, ensuring data exchange between the distributor’s system and the Central Sales Portal happen over secure, encrypted channels.

Web Enabled UI
The system is completely web-enabled and all features can be accessed using MS Internet Explorer/ Mozilla Firefox / Google Chrome web browser.

Exclusions –
Implementation of Sales Force Automation and Stock replenishment module are excluded from current scope of implementation however, the product should be capable to invoke these features, if required.

The current implementation is being considered for a Decentralized model only, however, the product should be capable to support Centralized model as well.
4.0 GENERAL INSTRUCTIONS

General instructions are specified in the following paragraphs. Please note that the instructions/terms and conditions presented are indicative in nature and not exhaustive.

Vendor should submit in duplicate completed proposals along with answered fact sheets and any other relevant information in sealed envelope. Technical bid and Price bid should be in separate sealed envelope. “Last date for submission is 15th April, 2013 before 1700 hours at GCMMF Ltd., Amul Dairy Road, and Anand. Late bids will not be accepted under any circumstances”.

All bids shall be duly signed by a competent authority.

The instructions mentioned should be read carefully before submitting the bid.

4.1.1 Bid Validity

All bids (including prices) should be valid for a period of at 120 days from the date of submission.

4.1.2 Selection Criteria for the Bidder

GCMMF reserves the right not to explain the basis for evaluation of the Bid/Technical Specifications. It also reserves the right to reject any or all tender documents without assigning any reason whatsoever.

Once a Bid is submitted, it will be treated as complete and no additions, deletions or modifications in the bid will be allowed, unless expressly asked by GCMMF.

GCMMF may ask for clarifications or further information to evaluate the bids. If any information sought in this document is missing or not clearly specified by the vendor, it will be assumed that the Bidder is not in a position in supply the information and therefore will be evaluated accordingly.

4.1.3 Guidelines for Proposals

Vendor must quote for all the requirements specified in the Bid. Vendor should include suitable diagrams/illustrations wherever necessary.

Vendor should submit the Technical Bid and the lowest Commercial Bid together, in separate covers.

Vendor should seek explanations and clarifications within one week of the release of Bid. Such queries may not be entertained beyond one week.

4.1.5 Commercial Bid

- Vendor should quote their best prices. They may not get an opportunity to revise the offers.
Any additional costs on lodging and boarding, transportation, documentation, training etc. The cost has to be shown as a single total amount for the period of Total project.
- Bid has to be on Fixed Price Basis
- Bidder has to submit confirmation to all the Commercial Terms and Conditions.

4.1.6 Technical Bid

Technical bid should be organised strictly in the same manner and order in which the following subsections appear. Information requested under each sub-section is the minimum information Vendor need to provide. In addition to this, Vendor should also include any other relevant information.

The technical bid should include the following:

**Scope and Terms of Reference**

- Scope
- Terms of Reference
- Deliverables

**Methodology and Approach**

- Methodology
- Approach
- Work Plan (including Manpower resources deployed and required)

**Proposed Project Management**

- Project Organisation
- Roles and Responsibilities
- Project Monitoring and Control
- Project Implementation and Rollout Plan With Duration

4.1.7 Information regarding Vendor

This should include:

- Turnover and Profits for the last three financial years
- Sector clients
- No. and locations of offices in India
- Contact Person(s) authorised to deal on behalf of the company
- Key Personnel
- Details about the similar nature of work performed earlier.

4.1.8 Commercial Terms and Conditions

This should contain all the commercial terms and conditions of the bid in detail. Terms and Conditions should be organised under the same headings and in the same
order as in Section 5.

Vendor must state that they will be bound by the Terms and Conditions given in Section 5 as the same would be the basis of contract between GCMMF and the Vendor.

4.1.9 Training

Details of the training to be provided by the Vendor including:

- Training Contents
- Duration, Schedule
- Training Premises
- No. of participants
- No. of Batches
- Batch Size

4.1.10 Queries

Answers should be provided for all queries listed in this Request for Proposal.

4.1.11 Price Bid

You are requested to kindly provide your prices as per the format enclosed in the Appendix: Format for Price Bid.

4.1.11 Check-list

Two copies of Technical Bid and two copies of Price Bid. Technical Bid and Price Bid should include all the details as specified in the Section-2 & 3. Please provide a softcopy of each of the Technical and Commercial Bid on CD.
5.0 Contract Terms and Conditions

1.0 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meaning:

a. **Applicable Law** means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b. **Vendor/Consultant** means the successful bidder who is awarded the contract and includes its successors and permitted assigns;

c. **Contract** means this Contract between GCMMF and the Vendor together with all the documents annexed and attached therewith;

d. **Contract Price(s)** means the price(s) as defined in Cost Proposal Sheet as annexure 4.

e. **Effective Date** means the date on which this Contract comes into force in terms of Clause 10.1.

f. **Project Co-ordinator** means the person(s) nominated from time to time by GCMMF and shall include all such persons expressly authorized by GCMMF to act for and on behalf of GCMMF for the operation of the Contract;

g. **GCMMF** means Gujarat Co-operative Milk Marketing Federation Limited, registered under the Gujarat State Co-operative Societies Act 1961, having its registered office at Amul Dairy Road, Anand 388 001; Gujarat.

h. **Parties** means GCMMF or the Vendor, as the case may be;

i. **Purchaser** means GCMMF;

j. **Personnel** means persons to be deployed by the Vendor with the approval of GCMMF and assigned to the performance of the Services or any part thereof;

k. **Project** means the DMS software supply, implementation and testing of the DMS solution including the database, middleware etc as well as its configuration, customization, implementation, training and support across all specified locations of WDs of GCMMF as per scope of the current RFP.

l. **User Acceptance Test Sign-off** means tests that have been defined and conducted by a select user group before go-live as per acceptance test procedures and the same will be approved by GCMMF. The purpose of this acceptance is to ensure delivery of end-to-end integrated process functionality, generation of all reporting requirements, conformance to the required process operations response time, the integrity of the software after installation, and to eliminate any operational bugs. This will include fine tuning of the software, ensuring all required related component software like database, middleware etc
are installed and all known bugs resolved. GCMMF may accept and put to use the software, which may belong to

m. **Performance Acceptance Test** means tests that have been defined and conducted by a select user group as per acceptance test procedures and the same will be approved by GCMMF. The purpose of this acceptance is to ensure delivery of end-to-end integrated process functionality, generation of all reporting requirements, conformance to the required process operations response time, the integrity of the software after installation, and to eliminate any operational bugs. This will include fine tuning of the software, ensuring all required related component software are installed and all known bugs resolved. The acceptance tests will be carried out within three months of Commissioning & Go-Live at each site (both pilot as well as roll out locations). At the satisfactory conclusion of these Acceptance Tests to the satisfaction of GCMMF, the Project Co-ordinator may issue the Performance Acceptance Certificate.

n. **Project Sign-off** means signed acceptance by the Project Co-ordinator that all deliverables in the project have been completed and there are no outstanding issues/activities. This implies issuance of Performance Acceptance Certificate, resolution of all critical and high priority issues after go-live at all locations for all modules as per proposed project plan and taking over of the DMS Solution by GCMMF, subject to satisfactory completion of a minimum duration of 3 months after go-live at all locations.

o. **“Intellectual Property Rights”** means any and all copyright, moral rights, trademark, patent, and other intellectual and proprietary rights, title and interests worldwide, whether vested, contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, extract or re-utilize data from, manufacture, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, or otherwise use any portion or copy, in whole or in part, in any form, directly or indirectly, or to authorise or assign others to do so.

p. **Day** means Calendar day.

q. **Month** means calendar month and

r. **Week** means seven consecutive days;

2.0 **Relation between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of agent and principal as between GCMMF and the Vendor. The Vendor, subject to this Contract, shall have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3.0 Applicable Law and Jurisdiction

a) The Contract shall be construed and interpreted in accordance with and governed by the laws of India.

b) If after the date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the terms of the Contract, the Time for Completion only may be reasonably adjusted to the extent that the Vendor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would not apply on cost of procurement of component, equipment or services, etc by the Vendor.

6.0 Language

This Contract shall be executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All further documents and also correspondence in respect of the subject Contract shall be in English. The Personnel of Vendor shall be proficient in English and Hindi.

7.0 Headings

The headings shall not limit, alter or affect the meaning of this Contract and shall never be deemed to be part thereof or be used in the interpretation or construction thereof.
8.0 Assignment

The Vendor shall not, without the express prior written consent of GCMMF, assign to any third party, the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under.

9.0 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract may be taken or executed by authorised representative designated by the GCMMF and the Vendor.

10.0 Commencement, Completion, Modification and Termination of Contract

10.1 Effectiveness of the Contract

This Contract shall come into force and effect within 15 days of the issue of Letter of Intent (LOI) by GCMMF.

10.2 Expiration of the Contract

Unless terminated earlier pursuant to Clause 10.6 hereof, this Contract shall expire when, pursuant to the provisions thereof, the Services have been completed, the Project Sign-off has been obtained, Defect Liability Period has expired and all payments of remuneration have been made.

10.3 Entire Contract

The Contract shall contain all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make and the Parties shall not be bound by or be liable for, any statement, representation, promise or Contract not set forth herein.

10.4 Power to Vary or Omit Work

10.4.1 No alterations, amendments omissions, additions, substitutions, or variations of the work (hereinafter referred to as ‘Variations’) under the contract shall be made by the Vendor except those directed in writing by the Project Co-ordinator. But the Project Co-ordinator shall have full power subject to the provisions hereinafter contained, from time to time during the execution of the Contract by notice in writing, to instruct the Vendor to make such variation, provided that the variation so ordered / instructed shall conform to Clause 10.4.3 hereof, and the Vendor shall carry out such variations, and be bound by the same conditions as if the said variations occurred in the Contract.

10.4.2 If any suggested variation would in the opinion of the Vendor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract he shall notify the Project Co-ordinator thereof in writing, and the Project Co-ordinator shall decide forthwith
whether or not the same shall be carried out, and if the Project Co-ordinator confirms his instruction, the Vendor’s obligations and guarantees shall be modified to such an extent as may be justified. The decisions of the Project Co-ordinator in this regard shall be final and binding.

10.4.3 GCMMF reserves the right to vary the scope of work/number of software licences/modules/locations for implementation with proportional change in the rates, as may be necessary during execution of the Contract. In every case in which the Vendor shall receive instructions from the Project Co-ordinator for carrying out any work, which, either then or later, will be in the opinion of the Vendor, involve a claim for additional payment, the Vendor shall, as soon as reasonably possible (but not later than 7 days) after the receipt of such instructions, inform the Project Co-ordinator of such claim for additional payment.

10.4.4 GCMMF further reserves the right to modify/delete any of the phases or part thereof or any other portion of work from Vendor’s scope during the validity of the Contract. GCMMF shall, in such an event, give fifteen (15) days notice in writing to the Vendor of its decision to do so. In such an event, GCMMF shall not be liable to the Vendor for any compensation whatsoever.

10.4.5 The difference in cost, if any occasioned by such variations and subject to the clauses above, shall be added to or deducted from the Contract Price as the case may be. The amount of such difference, if any, shall be ascertained and determined in accordance with the rates specified in the Contract.

10.4.6 In case such rates are not available in the Contract, they shall be settled mutually by the Project Co-ordinator and Vendor.

10.5 Suspension of Payments

GCMMF may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if the Vendor fails to perform any of their obligations under this Contract including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure and (ii) shall request the Vendor to remedy such failure within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension. Payments corresponding to that part of the Vendor’s obligations or services which are not specified in the notice of suspension will be made at the sole discretion of GCMMF.

10.6 Termination

10.6.1 By GCMMF
GCMMF may, by not less than thirty (30) days written notice of termination to the Vendor, except in the event listed in paragraph (g) below, for which there shall be a written notice of not less than sixty (60) days, such notices to be given after the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause, terminate this Contract:

a) if the Vendor fails to remedy a failure in the performance of his obligations hereunder, as specified in a notice of suspension pursuant to Clause 11.5 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as GCMMF may have subsequently approved in writing;

b) if the Vendor or any of his members becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership, whether compulsory or voluntary;

c) if the Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 18 hereof;

d) If the Vendor submits to GCMMF a statement which has a material affect on the rights, obligations or interests of GCMMF and which the Vendor knows to be false;

e) if, as the result of Force Majeure, work as a whole cannot be performed for a continuous period of not less than one hundred & twenty days (120);

f) If the party in the judgment of GCMMF has engaged in corrupt or fraudulent practices in competing for or in executing the Contract; Or

g) if GCMMF, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
10.6.2 **By the Vendor**

This contract is non-cancellable and cannot be terminated by the Vendor for any reason whatsoever except as a result of Force Majeure, pursuant to which work as a whole cannot be performed for a continuous period of not less than 120 days. In the event of an unauthorized suspension of the work by the Vendor and/or negligence by the Vendor in terms of Clause 20, which the GCMMF in its absolute discretion deems to be an indirect termination and/or any purported termination of the contract by the Vendor, Vendor will be subjected to payment of Termination Fees incorporated in the Contract. This right is in addition any other right available to the GCMMF against the Vendor under this Contract.

10.6.4 **Cessation of Services**

In the event, GCMMF terminates the Contract in whole or in part, GCMMF may get the services done, upon such terms and in such manner as it deems appropriate, similar to those not rendered and the Vendor shall be liable to GCMMF for any risk and costs for such similar services. However, the Vendor shall continue performance of the Contract to the extent not terminated. In addition, such action by GCMMF as aforesaid shall not relieve the Vendor of his liability to pay liquidated damages for delay in completion of Works as defined in Clause 15 of this Contract. The termination of the Contract under this clause shall not entitle the Vendor to reduce the value of the Performance Bank Guarantee nor the time thereof. The Performance Bank Guarantee shall be valid for the full value and for the full period of the Contract including Defect Liability Period.

Upon termination of this Contract by notice of either Party to the other pursuant to Clause 10.6.1 or 10.6.2 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Vendor, the Vendor shall proceed as provided, respectively, by Clause 11.8 or 11.9 hereof.

10.6.5 **Payment upon Termination**

Upon termination of this Contract pursuant to Clause 10.6.1 or 10.6.2 hereof, GCMMF shall make the following payments to the Vendor:

i. remuneration pursuant to Services performed to the entire satisfaction of GCMMF prior to the date of termination;
ii. except in the case of termination pursuant to paragraphs (a) through (d) of Clause 10.6.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract at sole discretion of the GCMMF.

10.7 Force Majeure

10.7.1 Definition

The terms 'Force Majeure' as employed herein shall mean earthquake, hurricane, abnormal storms and floods, fire (not caused by the Vendor / its Personnel and their Personnel’s negligence), war (declared or undeclared) invasion, rebellion, revolt, riot (other than among the Vendor and their Personnel), civil commotion, civil war, nuclear fission, confiscation or any other action by government agencies.

In the event of either Party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the Party affected by such Force Majeure shall upon notification to the other Party be suspended for the period during which effect of Force Majeure event lasts. The cost and loss sustained by either Party shall be borne by respective Parties.

10.7.2 Breach of the Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of or default under this Contract in so far as such inability arises from an event of Force Majeure provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures all with the objective of carrying out the terms and conditions of this Contract.

10.7.3 Measures to be taken

a) A Party affected by an event of Force Majeure shall take all reasonable measures to improve such Party's ability to fulfil its obligations hereunder with a minimum of delay.

b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon as possible.
c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

11.0 **Obligation of the Vendor**

11.1 **General**

11.1.1 **Standard of Performance**

The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted techniques and practices and with professional, engineering and consulting standard recognised by international professional bodies and shall observe sound management, technical and engineering practices and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to GCMMF and shall at all times support and safeguard GCMMF's interests in any dealings with Third Parties.

The Vendor shall follow recommended implementation methodology and tools as defined by the DMS product vendor.

The Vendor agrees that the deliverables will be audited at periodic intervals by the core team or an independent reviewer as required. Any issues/observations for the phase/milestone shall be resolved before proceeding to the subsequent phase/milestone.

11.1.2 **Applicable Law**

The Vendor shall perform the Services in accordance with Applicable Law and shall take all practicable steps to ensure that any Personnel of the Vendor comply with Applicable Law.

11.1.3 **Replacement/Removal of Personnel**

i. GCMMF may evaluate Vendor’s Personnel based on their profiles submitted/interviews conducted by GCMMF and Vendor shall replace Personnel if found unsuitable. The Vendor shall obtain GCMMF’s prior approval in writing before appointing Personnel to carry out any part of the Services; GCMMF at its own discretion may also ask for the documentary evidence for establishing credentials of the persons.
ii. If GCMMF finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action, or has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Vendor shall on obtaining such communication from the GCMMF, provide as a replacement a person with qualification and experience acceptable to GCMMF. The Vendor shall have no claim for additional Costs arising out of or incidental to any removal and/or replacement of Personnel, in a period of 15 days from date of notification.

11.1.4 Warranties

The warranty period for DMS Solution shall be One Year (Defect Liability Period) and shall commence from the successful completion of Project Sign-off. If during the Defect Liability Period, any defect should be found in the design and implementation of the DMS Solution and other Services provided by the Vendor, the Vendor shall promptly, in consultation and agreement with GCMMF, and at Vendor’s sole cost, repair, suitably modify, replace, or otherwise make good (as the Vendor shall, at its discretion, determine) such defect as well as any damage to the DMS Solution caused by such defect.

GCMMF shall give the Vendor a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. GCMMF shall offer all reasonable opportunity for the Vendor to inspect any such defect. GCMMF shall offer the Vendor all necessary access to the DMS Solution and the site to enable the Vendor to perform its obligations under this Clause.

GCMMF may give the Vendor notice requiring that tests of the defective subsystem to be made by the Vendor immediately upon completion of remedial work, where upon the Vendor shall carry out such tests.

If such test fails, the Vendor shall carry out further modification until that part of the DMS Solution passes such tests. The tests shall be agreed upon by GCMMF and the Vendor. If the modified solution does not pass the required tests within a reasonable time from the date that the Vendor receives GCMMF’s notice then GCMMF may choose to impose Liquidated Damages at the rate specified in Clause 15.

If the DMS Solution cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period
for the DMS Solution shall be extended by a period equal to the period during which the DMS Solution could not be used by GCMMF because of such defect and/or making good of such defect. The Vendor shall not be responsible for the replacement, or making good of any defect or of any damage to the DMS Solution arising out of or resulting from modifications made to the DMS Solution by GCMMF, or a third Vendor, not approved by the Contractor.

**Functional Guarantees**

The Vendor guarantees that, once the Performance Acceptance Certificate has been issued, the DMS Solution represents a complete, integrated solution to GCMMF’s requirements set forth in the Technical/ Functional Requirements and it conforms to all other aspects of the Contract. If, for reasons attributable to the Vendor, the DMS Solution does not conform to the Technical/Functional Requirements or does not conform to all other aspects of the Contract, the Vendor shall at its cost and expense make such changes, modifications, and/or additions to the DMS Solution as may be necessary to conform to the Technical/Functional Requirements and meet all functional and performance standards. The Vendor shall notify GCMMF upon completion of the necessary changes, modifications, and/or additions and shall request GCMMF to repeat the Performance Acceptance Tests until the Performance Acceptance Certificate is issued. If the DMS Solution (or Subsystem[s]) fails to achieve Performance Acceptance, GCMMF may consider termination of the Contract and forfeiture of the Contract Performance Guarantee in accordance with Clause 16 and shall carry out the works at the risk and cost of the Vendor.

**11.1.5 Contractual Responsibilities**

The Vendor shall conduct all Contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of DMS Solutions, Subsystems, and other related services, or in accordance with best industry practices.

The Vendor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the DMS Solution provided by GCMMF. The Vendor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.
The Vendor shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to achieve Project Sign-off within the time schedule specified in the Contract. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to Clause 10.6 of this volume.

The Vendor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.

The Vendor is responsible for performing and safely storing timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to GCMMF elsewhere in the Contract.

The Vendor assumes primary responsibility for all the testing for the DMS Solution, in accordance with relevant provisions in the Contract.

11.2 Conflict of Interests

11.2.1 Vendor not to Benefit from Commissions, Discounts, etc.

The payment of the Vendor as defined in the Contract shall constitute the Vendor's sole remuneration in connection with this Contract or the Services, the Vendor shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder.

11.2.2 Prohibition of Conflicting Activities

Neither the Vendor nor the Personnel shall engage, either directly or indirectly, in any business or professional activities conflicting to the Services assigned to them under this Contract.

11.3 Confidentiality

All information, data and documents furnished/disclosed by GCMMF to the Vendor and all formulae, drawings, calculations, technical information, process information and the like supplied by the Vendor to GCMMF will be treated by the Vendor and its agents as confidential and shall not be used by any of them without the previous written consent of GCMMF except in connection with the execution of the Services. Confidential information shall also mean any information or knowledge acquired by
the Vendor and/or its personnel arising out of, or in connection with, the performance of the Services under this Contract that is not otherwise available to the public.

The Vendor shall take all necessary steps to ensure confidential handling of all information developed or acquired by him from GCMMF under terms of the Contract or in performance thereof. In this regard Vendor may enter into separate Confidential Contract with its personnel deputed with GCMMF for the Project.

The Vendor shall not prepare articles or photographs for publication or speeches about the work and/or plant and/or installation in which GCMMF has an interest without prior written consent of GCMMF.

11.4 **Liability of the Vendor**

The Vendor shall be liable to GCMMF for the performance of the Services in accordance with the provisions of this Contract and for any loss suffered by GCMMF as a result of default of the Vendor in such performance, subject to the condition that the Vendor shall not be liable for any damage or injury caused by or arising out of the act, neglect, default or omission of any persons other than the Vendor or the Personnel.

The Vendor shall not be liable to GCMMF save as otherwise included under Insurance and Indemnification (Clause 11.5 and 11.6) for:

i. any indirect or consequential loss or damage, such as loss of anticipated profit or loss of production, and

ii. any other loss or damage that exceeds (a) the total Contract Price and any expenses, or (b) the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (a) or (b) is higher.

This limitation of liability shall not affect the Vendor’s liability, if any, for damage to Third Parties caused by the Vendor or any person or firm acting on behalf of the Vendor in carrying out the Services. Pursuant to this Clause 11.4 hereof GCMMF shall submit to the Vendor, immediately after discovery of damages, written notification of such damages.

The Vendor shall be responsible and liable for the cost of making good any of the defects in works arising out of defects or shortfalls in its Services, and for rectifying any incorrect suggestions made by Vendor.

11.5 **Indemnification of GCMMF by the Vendor**
The Vendor shall keep the GCMMF, both during and after the expiry of this Contract, fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands, costs and claims, including, but not limited to, legal fees and expenses, suffered by GCMMF or any third Party, where such loss, damage, injury or death is the result of a wrongful action, negligence or breach of the Contract by the Vendor, or the Personnel or agents, including the use of violation of any copyright work or literary property or patented invention, article or appliance.

11.6 Insurance by the Vendor

The Vendor (i) shall take out and maintain at its cost, insurance against the risks, and for the coverage, set forth below, and (ii) at GCMMF's request shall provide evidence to GCMMF showing that such insurance has been taken out and maintained and that the current premium therefore have been paid:

a) Employer's liability and workers' compensation insurance in respect of the Personnel of the Vendor in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accidents, travel or other insurance as may be appropriate; and

b) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract (ii) the Vendor's property used in the performance of the Services, and (iii) any documents prepared by the Vendor in the performance of the Services.

11.7 Reporting Obligations

a) The Vendor shall furnish weekly and monthly reports on the Services carried out for the Project on the basis of Project management Plan.

b) The Vendor shall also furnish quarterly reports of the review of progress covering various areas of work with reference to the schedule, pin point slippage and suggest/take corrective action required for restoring the schedule

c) The Vendor shall provide copies of their reports and documents prepared by them as part of their Services as specified in scope of work and the schedule.

11.8 Documents prepared by the Vendor to be the property of GCMMF.

All plans, drawings, specifications, designs, reports and other documents prepared by the Vendor in performing the
Services shall become and remain the property of the GCMMF, and the Vendor shall deliver all such documents to the GCMMF, together with a detailed inventory thereof before expiration of this Contract. The Vendor may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the GCMMF.

All computer programs developed by the Vendor under this Contract shall be the sole and exclusive property of GCMMF; provided, however, that the Vendor may use such programs for their own use with prior written approval of GCMMF. If license agreements are necessary or appropriate between the Vendor and third parties for purposes of development of any such computer programs, the Vendor shall obtain GCMMF’s prior written approval to such Contracts. In such cases, GCMMF shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

11.9 **Intellectual Property Rights**

The Intellectual Property Rights in the DMS Solution and associated material shall remain vested in GCMMF of such rights. GCMMF’s Contractual rights to use the DMS Solution or elements of the DMS Solution may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement.

12.0 **Taxes and Duties**

All taxes, duties, fees or levies of any kind whatsoever including income taxes and surcharges thereon on the income of personnel of the Vendor, whether payable by the Vendor or its personnel as a consequence of or incidental to the Vendor’s performance of the contract are deemed to be included in the contract price and shall be borne by and be the liability of the Vendor and shall be paid by the Vendor directly to the relevant Authorities.

13.0 **Payment Terms**

Progressive payments shall be made against the submission of invoices along with supporting documents after the milestones listed for such payments have been achieved and certified by Project Co-ordinator. Details of progressive payments are as follows:

**SOFTWARE LICENSE FEES**: All software dispatches should be scheduled as per the overall project plan and must be preceded by explicit dispatch clearance by authorized GCMMF personnel. All payment will be made on submission of invoices with the necessary certification from the Project In-charge. The payments shall be released in two phases for the milestones detailed below against actual deliveries of Software licenses for each software license procurement.
TABLE –I License Fees Progressive Payment Schedule

<table>
<thead>
<tr>
<th>Milestones</th>
<th>% of Software License Fee Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Delivery of licenses</td>
<td>40%</td>
</tr>
<tr>
<td>On Successful Installation and certification of Software</td>
<td>60%</td>
</tr>
</tbody>
</table>

The software licenses will be procured as and when required and the payments made as per above for each delivery.

IMPLEMENTATION COSTS: The payment against implementation portion shall be made on certification of Project Co-ordinator regarding successful completion of following milestones. All payment will be made on submission of invoices along with supporting documents and necessary certification from Project Co-ordinator.

TABLE - II Implementation Progress Payment Schedule

<table>
<thead>
<tr>
<th>Milestones</th>
<th>% of Implementation Portion</th>
</tr>
</thead>
<tbody>
<tr>
<td>At the end of go-live at all locations for all modules</td>
<td>75 %</td>
</tr>
<tr>
<td>Balance payment on Project Sign-off</td>
<td>25%</td>
</tr>
</tbody>
</table>

All payments will be linked to audit and approval of all deliverables in each milestone by the core team/independent reviewers as defined in Clause. The payment will be considered due only after this process is completed.

ANNUAL TECHNICAL SUPPORT FOR SOFTWARE: The payment on submission of invoices along with supporting documents including necessary certification from Project Co-ordinator will be made on a half yearly basis at the end of the period against bank guarantee of equivalent amount initially valid till 30 days from the expiry of ATS period.

EXCESS PAYMENT: If the party has received any excess payment by mistake, or if any amounts are due to GCMMF due to any other reason, when it is not possible to recover such amounts under the Contract resulting out of this specification, GCMMF reserves the right to collect the same from any other amounts and from Bank Guarantees given by the party due to Or with GCMMF.

ANNUAL MAINTENANCE SUPPORT: The annual maintenance support charges will be on Quarterly basis at the end of the Quarter after due adjustments for Penalties (if any) for not meeting SLA.
14.0 **Currency of Payment**

All payments under the contract shall be made in Indian Rupees (INR) only.

15.0 **Liquidated Damages for Delay**

15.1 If for reasons attributable to the Vendor, the Services are not completed within the Time for Completion as defined and agreed by GCMMF, GCMMF shall be entitled to liquidated damages (which is a pre-estimate of the loss/damage GCMMF would have suffered on account of delay) and said damages shall be payable by the Vendor on demand without there being any proof from GCMMF of the actual loss/damages caused by such delay and all sums payable by way of liquidated damages shall be considered a reasonable compensation without reference to the actual loss/damage which shall have been suffered by GCMMF on account of such delay and not as a penalty, subject to a limit of the Contract Price.

15.2 The liquidated damages shall be payable for delay in completion of Services @ 1/2% of the Contract Price per week or part of week, subject to a limit of the Contract Price.

15.3 Further, GCMMF also reserves the right to cancel the order and invoke the Bank Guarantees in case of inordinate delays in the delivery/installation of the Software and Implementation.

15.4 In the event of GCMMF agreeing to extend the date of completion of respective activity at the request of party without affecting GCMMF’s right to recover damages, it is a condition precedent that the validity of Performance Guarantee shall be extended by further period as required by GCMMF before the expiry of the original Performance Guarantee. Failure to do so will be treated as breach of Contract.

16.0 **Performance Guarantee**

16.1 Within 28 days after receipt of notification of award, the Vendor shall furnish to the Project Co-ordinator a performance bank guarantee from one of the Approved Banks in India. The bank guarantee should be on the Form given in Forms & Formats in Annexure-2 and should be for an amount equal to (15) fifteen percent of the original Contract Price by way of guarantee for the due and faithful performance of the Contract along with the other terms and conditions agreed to. The Performance guarantee shall be valid for the proposed contract duration and will remain valid up to 3 months from the date of expiry of Defect Liability Period. He shall furnish the extended / revised bank guarantee to the GCMMF one month before the expiry date of the original bank guarantee or any extension thereof. In case the extended / revised Bank Guarantee is not received by the GCMMF within the specified period of
one month, the GCMMF entirely at his discretion, shall be at liberty to encash the aforesaid bank guarantee.

16.2 On due completion of consultancy assignment as per Clause no. 10.2 hereof in all respect, the bank guarantee shall be returned to the Vendor without any interest and upon the return, in good conditions, of any Specifications, reports, documents or any other property belonging to the GCMMF which may have been issued to the Vendor. Provided always that the GCMMF shall be entitled to retain, set off, deduct or adjust any claim against the Vendor from the money deposited with or becoming payable by the GCMMF.

17.0 Settlement Of Disputes

17.1 No dispute or difference arising between the Vendor and GCMMF under or relating to or in connection with the Contract shall be referred to arbitration unless an attempt has first been made to settle the same amicably,

17.2 Any dispute or difference which may arise between the Parties out of or in connection with this Contract which the Parties are unable to settle amicably, shall be settled by reference to arbitration by three arbitrators, one to be appointed by each Party, the third arbitrator to be appointed by both the arbitrators. For this matter, the "Indian Arbitration and Conciliation Act, 1996" or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall govern the arbitration. The venue of arbitration proceedings shall be Anand, India.

17.3 Each Party shall bear its own expenses with respect to any arbitration. The cost of the arbitration shall be borne in such manner as may be specified in the award of the arbitrators. The final award by a majority of the arbitrators rendered in writing shall be binding upon the Parties.

17.4 The language of the arbitration proceedings and of all documents communications between the Parties shall be English.

17.5 Notwithstanding anything to the contrary contained herein the work under the Contract shall continue during the pendency of any disputes or differences in arbitration proceedings no payment due from GCMMF shall be withheld on account of such proceedings except to the extent which may be in dispute and GCMMF shall be entitled to make recoveries of amounts, if any, due from the Vendor as per the provisions of the Contract.
18.0 **Patent Rights and Royalties**

The Vendor shall save harmless and indemnify GCMMF at all times from and against all claims and proceedings for or on account of use of or infringement of any patent rights, design trade mark or name or protected rights in respect of the whole or any part of the works and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

The Vendor shall promptly notify GCMMF in writing if the Vendor has or has acquired knowledge of any patent under which claim or suit for infringement could reasonably be brought because of the use by GCMMF of any information, recommendation or specifications, services rendered by the Vendor. The Vendor, in such case, shall forthwith at its own cost make and furnish to GCMMF alternative specifications or recommendations to avoid the same and without putting GCMMF to any additional cost.

The Vendor shall, at its own expense, defend and indemnify GCMMF against all third Vendor claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India.

The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. GCMMF shall not pay any compensation to a third party resulting from such infringement and the Vendor shall be fully responsible for the same, including all expenses and court and legal fees.

GCMMF will give notice to Vendor of any such claim without delay, shall provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

Final payment to the Vendor by GCMMF will not be made while any such suit or claim remains unsettled.

19.0 **Approval By GCMMF**

All reports and documents to be prepared by the Vendor under this contract shall be subject to approval by GCMMF.

The Vendor shall successively submit the documents for approval in accordance with the schedule of submission as specified in the working programme. GCMMF shall give its approval/comments on all reports, recommendations and other matters properly referred to within 7 days of the date of receipt in its Anand office.

20.0 **Negligence**
20.1 If the Vendor shall neglect to execute the work in terms of the Contract, with due diligence and expectation, or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Project Co-ordinator in connection with the work, or shall contravene any provisions of Contract, the GCMMF may give seven days notice in writing to the Vendor to make good the failure, neglect or contravention complained of. If the Vendor shall fail to comply with the notice within reasonable time as specified by Project Co-ordinator from the date of serve of notice thereof, in the event of failure, neglect, or contravention capable of being made good within that time, then and in such a case the GCMMF shall forthwith perform such work as the Vendor may have neglected to do, or if the GCMMF shall think fit, it shall be lawful for him to take the work wholly, or in part, out of the Vendor’s hands and give it to another person(s) or Vendor at a reasonable price and the GCMMF shall be entitled to retain and apply any balance which may be otherwise due on the Contract by him to the Vendor or such part thereof as may be necessary, to the payment of the cost of executing such work as aforesaid.

20.2 If the cost of executing the work, as aforesaid, shall exceed the balance due to the Vendor and Vendor fails to make good the deficiency, it shall be lawful for the GCMMF to make good such deficiency in the manner it may deem fit in terms of the Contract.

21.0 Management Meetings

21.1 Either the Project Co-ordinator or the Vendor may require the other to attend a Management Meeting. The business of such Management Meeting to be held at the place mentioned by the Project Co-ordinator shall be to review the plans for remaining works and to deal with matters raised accordingly.

21.2 The Project Co-ordinator shall record the business of Management Meetings and shall provide copies of his record of the meeting to those attending the meeting and to the Vendor. The responsibility of the parties for actions to be taken is to be decided by the Project Co-ordinator either at the Management Meeting or after the Management Meeting and as stated in such record of the meeting.
22.0 Extension Of Time For Completion

22.1 Time allowed for completion of Services is the essence of the Contract. The Vendor shall adhere to the schedule defined in the Project Plan and agreed by GCMMF. The Time(s) for Completion specified in the Contract may be extended if the Vendor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

a) a significant change in the scope of work.

b) any occurrence of Force Majeure as provided in Clause 10.7 hereof

c) any suspension order given by the Project Co-ordinator under Clause 10.5 (Suspension) hereof by such period as shall be fair and reasonable to be decided & communicated by the Project Co-ordinator in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Vendor.

22.2 Except where otherwise specifically provided in the Contract, the Vendor shall submit to the Project Co-ordinator his request mentioning the reasons for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such request and supporting particulars for such time extension, Project Co-ordinator shall convey his decision upon the period of such extension which shall be binding on the parties.

22.3 The Vendor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract. If the Vendor has failed to act in dealing with a delay, the delay by his failure shall not be considered in assessing the time extension.

23.0 Waiver of Rights

Neither the inspection by GCMMF or any of their agents nor any order by GCMMF for payment of money or any payment for or acceptance of, the whole or any part of the Works by GCMMF, nor any extension of time, nor any possession taken by GCMMF shall operate as a waiver of any provision of the Contract, or of any power reserved to GCMMF, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

24.0 Certificate not to affect Right of Owner and Liability of Vendor

Neither the payment made by GCMMF nor any extension of time for execution of the Works granted by GCMMF shall affect or prejudice the
rights of GCMMF against the Vendor or relieve the Vendor of his obligations for the due performance of the Contract, or be introspected as approval of the Works done or discharge the liability of the Vendor for the payment of damages whether due, ascertained, or certified or not, or any sum against the payment of which he is bound to indemnify GCMMF, nor the acceptance by him of any sum paid affect or prejudice the rights of the Vendor against GCMMF.

25.0 **Grafts, Commissions, Gifts etc**

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Vendor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with GCMMF, shall, in addition to any criminal liability which it may incur, subject the Vendor to the cancellation of this and all other contracts and also to payment of any loss or damage to GCMMF resulting from any cancellation. GCMMF shall then be entitled to deduct the amount so payable from any monies otherwise due to the Vendor under the Contract.

26.0 **Enforcement of Terms**

The failure of either Vendor to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option here in provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Vendor of any of its rights herein shall not preclude or prejudice either Vendor from exercising the same or any other right it may have.

27.0 **Suspension of Work**

GCMMF reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Project Co-ordinator to the Vendor in writing.

The time for completion of the Works will be extended for a period equal to duration of the suspension.
28.0 **Defence of Suits**

If any action in court is brought against GCMMF or an agent of GCMMF for the failure or neglect on the part of the Vendor to perform any acts, matter, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Vendor, his agents, representatives or his Sub Vendors, suppliers or employees, the Vendor shall in all such cases indemnify and keep GCMMF, and the agent of GCMMF or his representative, harmless from all losses, damages, expenses or decrees arising of such action.
Annexure -1
Qualification Application

All the vendor submitting their RFP against this RFP for any or all the items must submit the qualification application along with the information in the following formats together with the relevant documentation.

FINANCIAL BUSINESS AND TECHNICAL CAPACITY

(FORMAT-A)

Name and address of Vendor :

Phones : Telex : Fax :

---------------------------------------------------------------------------------------

Latest Balance sheet filed with __________________________ on __________________________
(Attached audited copies of annual accounts of past 3 years. Indigenous vendors to attach copy of accounts audited under section 44 AB of Income Tax Act. In case the accounts are not required to be audited, the information in this statement should be attested by a Charted accountant or Manager of Nationalised Bank).

Latest Profit & Loss Statement from ________________ to ________________
filed with__________________________ on ________________.
(Attach an audited copy).

Income tax clearance :

Please enclose copies of following documents :

a) Details of income tax registration and

b) Last income tax clearance certificate.

➤ Sales

<table>
<thead>
<tr>
<th>Category</th>
<th>Value of current orders to be executed in respective currency</th>
<th>Value of anticipated sales for next financial year in respective currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Govt. Department</td>
<td></td>
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<tr>
<td>Commercial</td>
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</tbody>
</table>

➤ Describe Quality Control Organisation, if any, and give the Organisation Chart.
Are goods offered subject to batch test, random sampling or full 100% test of quality?
Are tests carried out by factory employees or by a separate testing agency?
Are independent Quality Control Organisation checks made and certificates issued?

- **Annual Turnover – worldwide**

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover</th>
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</thead>
<tbody>
<tr>
<td>2011-12 (Upto date of submission of RFP)</td>
<td>Rs.</td>
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<tr>
<td>2010-11</td>
<td>Rs.</td>
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<tr>
<td>2009-10</td>
<td>Rs.</td>
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<tr>
<td>2008-09</td>
<td>Rs.</td>
</tr>
<tr>
<td>2007-08</td>
<td>Rs.</td>
</tr>
</tbody>
</table>

- **Annual Turnover – India**

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011-12 (Upto date of submission of RFP)</td>
<td>Rs.</td>
</tr>
<tr>
<td>2010-11</td>
<td>Rs.</td>
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<tr>
<td>2009-10</td>
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<tr>
<td>2008-09</td>
<td>Rs.</td>
</tr>
<tr>
<td>2007-08</td>
<td>Rs.</td>
</tr>
</tbody>
</table>
CAPABILITY STATEMENT OF PERSONNEL, EQUIPMENT, PLANT AND PAST PERFORMANCE (Format-B)

1. Name & address of the vendor:
   Phone :

2. Head of Organisation

3. Head of DMS Practice

4. Contact Person

5. Brief organisation Structure

4. List of major projects of similar size and nature previously undertaken by the vendor for DMS Implementation

<table>
<thead>
<tr>
<th>Name of the Client</th>
<th>Project</th>
<th>Year of award</th>
<th>Year of completion</th>
<th>Major Modules</th>
<th>Value &amp; Currency</th>
<th>No of users</th>
</tr>
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<tbody>
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</tbody>
</table>

5. Support organisation in India

6. Support personnel in India

7. Development Centre in India

8. Credentials in Dairy / FMCG industry in India / Globally

9. Number of Implementation in Food Section

10. Proposed DMS Implementation Team
    Please provide details of your DMS (proposed) Implementation Team

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Skill set (Project Manager, Consultant, etc.)</th>
<th>Total Personnel in currently India</th>
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</thead>
<tbody>
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</table>

Please submit resumes of all the proposed team members along with roles and responsibilities, which you are planning to allocate to GCMMF project. Resumes of all proposed team members shall necessarily include the following details: Qualification, DMS Certification, Name of the project worked, Industry experience, DMS expertise, Project start date, Project end date, Team size, Role of team member in the project, Total number of months spent in the project.
ANNEXURE 2
(Form of Bank Guarantee towards Performance Security)

(ON NON-JUDICIAL STAMP PAPER OF RS. 100/-)

Bank Guarantee No. Date :

This deed of performance guarantee made this________________________day of
__________ (in words) _______________________________ (Name and address of the
Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context
or meaning thereof includes its legal representatives, successors and assigns and the Gujarat
Co-operative Milk Marketing Federation Ltd. hereinafter referred to as the Federation )
which expression shall unless repugnant to the context or meaning thereof include its legal
representative, successors and assignees.

Whereas, Federation /its clients has awarded a Contract and Purchase order bearing
no._______________________________ dated_________________ on M/s.________________________________________________________
(name and address of the party) (herein after referred to as the ‘Supplier’) for the
__________________________. And whereas, the Supplier has agreed to submit a
performance guarantee in the form of a Bank Guarantee to the Federation in terms and
conditions of the Bidding Document and the Contract which will be kept valid upto
_____calendar months from the date of Bank Guarantee (the period should be till end of
warranty period). And whereas, the Bank and its duly constituted agent and officer has
already read and understood the contract made between the Federation and the Supplier.

In consideration of the Federation having agreed to award the contract/ purchase order on the
Supplier. We __________________(name of the Bank), do hereby guarantee, undertake,
promise and agree to with the Federation, its legal representatives, successors and assignees
that the within named (name of the Supplier) their legal representatives and assignees will
faithfully perform and fulfil everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled, at the time (time being the
essence of the contract) and in the manner therein provided, do all obligations thereunder and
we further undertake and guarantee to make payment to the Federation of
Rs.______________ (Rupees__________________________ only) being the 10% of the
contract value, in case the Supplier, their legal representatives and assignees do not faithfully
perform and fulfil everything within the Bidding Document and the Contract/Purchase order
on their part to be performed or fulfilled, at the time and in the manner therein provided and
do not wilfully and promptly do all obligations thereunder.

In case, the supplier fails to perform or fulfil the Contract/Purchase order as per the terms and
conditions agreed upon, the Federation is entitled to demand an amount equal to 10% of the
Contract value from the supplier and the demand made by the Federation by itself will be
conclusive evidence and proof that the Supplier has failed to perform or fulfil his obligations
and neither the Supplier nor the Bank will be entitled to raise any dispute regarding the
reasons for the failure of performance or fulfilment, on any ground.

We,____________________________________(name of the Bank), do hereby undertake to
pay an amount equal to 15% of the order value, being the amount due and payable under this
guarantee without any demur, merely on a demand from the Federation stating that the
amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier or by reason of the Supplier's failure to perform the said contractual commitments/Purchaser Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.________ (Rupees______________________only) being the amount equal to 15% of the total order value.

We, (name of the Bank), further agree that the performance guarantee herein contained shall remain in full force and effect for a period of ________ calendar months from the date of Bank guarantee (the period should be till end of warranty period) and till the Federation certifies that the terms and conditions of the said contract/purchase order have been fully and properly carried out by the said Supplier and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the Federation on or before ____________________,we shall be discharged from all liabilities under this performance guarantee thereafter.

We,___________________________(name of the Bank), further agree with the Federation that the Federation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier from time to time or postpone for any time to time and any of the power exercisable by the Federation against the supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier, or for any forbearance, act or omission on the part of the Federation to the said Supplier by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Federation may be have or hereafter possess in respect of the goods supplied or intended to be supplied and the Federation shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the Federation may be entitled to receiving or have a claim upon and the Federation at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Federation on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by Registered Post at the address of the Bank.

Any notice sent to the Bank at its address by registered post shall be deemed to have been duly served on the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.
We, ___________________________________, (Name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Federation in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. _________ (Rupees ___________________________ only). The guarantee shall remain in force until ________________ and unless the guarantee is renewed or a claim is preferred against the Bank within three months from the said date all rights of the Federation under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

____________________   
(SIGNATURE)

Place :  
Date :  
SEAL  
CODE NO.

NOTES :

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NUMBER OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEE.
ANNEXURE 3

BIDDING TERMS  DEVIATION STATEMENT FORM

The following are the particulars of deviations from the requirements of the bidding conditions/terms:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>DEVIATION</th>
<th>REMARKS (including justification)</th>
</tr>
</thead>
</table>

Date: [Signature and seal of The Manufacture/ Vendor]

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.
ANNEXURE 4

BID FORM AND PRICE SCHEDULE

FORM OF BID

(Bidders are required to furnish the Form of Bid and Appropriate Price Schedule in the Format given in this Section and filling all the Blanks spaces.)

Date :

To : Gujarat Co-operative Milk Marketing Federation Ltd.
Amul Dairy road
Anand 388 001

Gentleman :

Having examined the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply/and or supply and deliver Goods and Services including installation and commissioning as detailed in the price schedule, in conformity with the said Bidding Documents including the technical specifications and drawings (except to the extent of deviation statement furnished in our bid)

And

The Conditions of Contract.

As mentioned in or referred to therein for the sum of _________________(Total Bid Amount in words and Figures) or such other sum as may be ascertained in accordance with the Schedule of Prices attached herewith the made part of this bid and the said conditions.

We accept all the conditions of the Bidding Document in this Bid Form and this acceptance shall prevail over any other conditions, if any, given in our Bid.

We undertake, if our bids is accepted, to commence and complete delivery of all the Goods and Services as specified in the Schedule of Requirements of the Bid Document, from the date of receipt of your Purchase Order/Notification of Award/Letter of Intent.

If our bid is accepted we will obtain the bank guarantee as per the conditions of the contract for the due performance of the contract.

We agree to abide by this bid for the period of 120 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order/notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____________ day of ___________________________.

________________________
Signature

________________________
(In the Capacity of )

Duly authorized to sign bid for and on behalf of (Name & Address of Bidder)

__________________________________________________________________
Name of Witness____________________________________________________

Signature________________________________Address________________________
# PRICE SCHEDULE

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>......</th>
<th>......</th>
<th>Year 5 /10</th>
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<td>DMS Application Implementation</td>
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<td>AMS &amp; enhancements</td>
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<td>Central Server Software</td>
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<td>Server Hardware</td>
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<td>DMS Hardware</td>
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<td>HDD Capacity, Its type &amp; RPM</td>
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<td>Optical Drive (Combo Drive)</td>
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<td>1*16550 Serial Ports</td>
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<td>1*EPP/ECP Parallel Port</td>
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<td>10/100/1000 Mbps Ethernet Card</td>
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<td>Standard Key Board</td>
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<td>Optical Scroll Mouse</td>
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<td>Mouse Pad</td>
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<td>Bundled S/w :- OS, Antivirus S/w. and any other software</td>
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<td>Power consumption - During boot-up</td>
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<td>Power consumption - During working</td>
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<td>Any other Features, specify</td>
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<td><strong>Price/Unit (in Rs.)</strong></td>
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<td>Net Price including Tax</td>
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<td><strong>Warranty (3 years Onsite Comprehensive)-Mandatory</strong></td>
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<td><strong>Payment Terms (Mandatory)</strong></td>
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<td><strong>Delivery Period</strong></td>
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</table>

|   | 2 **Printer with make, model & specification**                                    |
|   | 3 **Barcode Reader with specifications**                                          |