



**Entrepreneurship
Development
Institute of India
Ahmedabad**

Entrepreneurship Development Institute of India
(Via Ahmedabad Airport & Indira Bridge)
P.O. Bhat 382 428 - Dist. Gandhinagar, Gujarat.
Website: www.ediindia.org

**Tender Document for
Supply, Installation and Commissioning of
Machinery for the establishment of
Common Facility Center in the
Lab Grown Diamond Cluster, Navsari**

Tender No.: EDII/CDP/CFC/2023-24/05

Last date for submission of bids: 06 April 2024 (1730 Hrs)

Opening of technical bids: 09 April 2023 (1130 Hrs)

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SECTION I: INVITATION FOR BIDS

Entrepreneurship Development Institute of India (EDII), Ahmedabad is acting as an Implementing Agency for the establishment of a Common Facility Center (CFC) under the 'Micro & Small Enterprises - Cluster Development Programme (MSE-CDP)' scheme of the Ministry of MSME, Govt. of India. In this regard, as decided by the State Level Purchase Committee (SLPC) of MSME Commissioner Office, Govt. of Gujarat; EDII invites e-tenders from the reputed Original Equipment Manufacturers/Authorized Dealers for the supply & installation/commissioning of machinery/goods as mention in the schedule of the requirement. Please note that physical bids shall not be accepted.

1. Contact information

Sr. Manager (Admin)

Entrepreneurship Development Institute of India
(Via Ahmedabad Airport & Indira Bridge)
P.O. Bhat 382 428 - Dist. Gandhinagar Gujarat
Phone: +91 79 6190 4900 / 6910 5000
Email: admin@ediindia.org; Website: www.ediindia.org

2. Critical Date Sheet

Tender documents may be downloaded from <https://eprocure.gov.in/eprocure/app> as per the critical date sheet below:

Published Date	12 March 2024 (1000 Hrs)
Bid Document Download/ Sale Start Date	12 March 2024 (1000 Hrs)
Pre Bid meeting	19 March 2024 (1100 Hrs)
Bid Submission Start Date	12 March 2024 (1000 Hrs)
Bid Submission End Date	06 April 2024 (1730 Hrs)
Technical Bid Opening Date	09 April 2024 (1130 Hrs)

Note: This is according to IST (Indian Standard Time)

3. Two Bid System

The two bid system will be followed for this e-tender. In this system, the bidder shall submit his offer online in two parts viz. Technical Bid and Commercial Bid. The offers submitted by e-mail/hand or any other mode except e-tender shall not be accepted.

Part 1: "Technical Bid" shall be uploaded in the form of following documents:

- i. Copy of Tender Fee (Non-Refundable) in the form of **Demand Draft** for **INR 2500/-** drawn on any **Nationalized/ Scheduled Bank**, in favour of '**Entrepreneurship Development Institute of India (EDII)**' payable at Ahmedabad.
 - a. The original instrument in respect of Tender Fee must be submitted to EDII on the address mentioned above on or before bid submission date/ time as mentioned in critical date sheet. The Demand Draft submitted towards tender fee shall be non-refundable.

The Micro and Small Enterprises (MSEs) seeking exemption in tender document fee need to furnish a relevant valid certificate for claiming exemption.

- b. Copy of **Earnest Money** in the form of **Demand Draft/ Bank Guarantee** towards Earnest Money Deposit (EMD) from any **Nationalized/ Scheduled Bank**, in favour of **‘Entrepreneurship Development Institute of India (EDII)’** payable at **Ahmedabad** as mentioned at Para 7 (Section II). If exemption from EMD is sought by manufacturers/MSME then a copy/letter of necessary registration registered with NSIC for the particular item/machine as per the tender document must be submitted along with Bid.
 - c. The original instrument in respect of Earnest Money Deposit must be submitted to EDII on the address mentioned above on or before bid submission date/ time as mentioned in critical date sheet.
 - d. In case of non-submission of original payment instrument for EMD and Tender Fee, the bid shall be rejected. The Demand Draft submitted towards tender fee is non-refundable.
- ii. Duly filled Technical Bid (PTF) with proper seal and signature of authorized person on each page of the bid submitted. The person signing the bid should be the duly authorized representative of the Firm / Company whose signature should be verified and certificate of authority should be scanned and submitted as per format given at **Annexure- I**. The power or authorization or any other document consisting of adequate proof of the ability of the signatory to bind the firm/ company should be scanned and annexed to the bid.
 - iii. Copy of all documents related with Firm Registration/ Partnership Deed/ Memorandum and Articles of Association or Proprietorship Deed, Certificate of Incorporation shall be uploaded.
 - iv. Copy of Supply Orders/ Contracts/ Agreements for similar work, executed by the bidders in last three years. The bidder should submit the completion certificate duly issued by the end user. The similar work means supply and installation of the items/machinery mentioned in this tender document.
 - v. The bidders are required to submit supporting document for the past experience i.e. copy of the purchase order / work completion report etc. along with contact details of the end user. These documents would be subject to further physical verification by the Purchase Committee members, if deemed necessary. Providing false information will result in forfeiture of Earnest Money Deposit (EMD) and potential legal action in accordance with government regulations.
 - vi. Copy of GST, PAN Registration certificate, audited financial statements including profit and loss statement of last 3 financial years, CA Certified Annual Turnover for last 3 financial years along with Copy of latest 3 financial years Income Tax Return, etc. as applicable shall be uploaded.
 - vii. Bid Form as per format given at **Annexure-II** must be uploaded by the bidder along with Technical Bid.
 - viii. **Letter of Authority issued by Original Equipment Manufacturer (OEM) of the product in the case of tender submitted by Authorized Dealer as per format given at Annexure-V.**

- ix. Technical Compliance Document with detailed technical specification, make, model and cross reference compliance with the data sheets / Catalogue / Original Product Literature / Photograph should be uploaded in the technical bid, failing which will lead to the rejection of the bid.
- x. Declaration for attaining stipulated Local Content to avail the preference under Purchase Preference Policy Linked with Local Content (PP-LC) as per format and details given at **Annexure-VI**.
- xi. Signed and scanned copy of the Checklist as per format given at **Annexure-VII** must be uploaded along with Technical Bid.
- xii. Signed and scanned copy of other related documents, mentioned in the tender document but not listed here.

Part 2: “Commercial Bid” shall be uploaded in the form of following documents:

- xiii. Price schedule should be submitted online only in the form of BOQ_XXXX.xls.

BOQ of the tender should contain the prices are quoted with reference to the description of the Item(s) / service / work to be carried out/ and other accessories, Quality and Quantity wise offered in Technical Bid by Bidder.

4. Pre-Bid Meeting

The pre-bid meeting shall be held as per schedule mentioned in critical date sheet at: Entrepreneurship Development Institute of India, Gandhinagar, Gujarat. Maximum 2 (Two) participants per bidder will be allowed to participate in the Pre-bid Meeting.

5. Submission of bids and opening of the Technical bids:

Last date for submission of bids will be as per schedule mentioned in critical date sheet above. Online Technical bids will be opened as per schedule mentioned in critical date sheet above. The technical bids will be evaluated to shortlist the eligible bidders.

6. Opening of Commercial Bids

The online commercial bids of the bidders who are short listed after Technical Evaluation (by the State Level Purchase Committee) will be opened in at the time place and date to be informed later. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance sheet as a proof of having attended the online commercial bid opening.

Note: Technically accepted online competitive bids ONLY will be considered for the opening of online Commercial Bids.

END OF SECTION I

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. Scope of Work / Project Timelines

The bidder is required to supply, install, commission and provide on-site support for the establishment of Common Facility Centre (CFC) in the Lab Grown Diamond Cluster at Navsari. The delivery and installation of machinery/goods at CFC site must be completed **within 90 days** from the date of placement of supply order by EDII.

2. Locations for the Supply, Installation & Warranty Services

The items as detailed in this document are required to be supplied and installed at CFC site of Lab Grown Diamond Cluster, Navsari. The detail of consignee address of the site for supply, installation & commissioning and on-site warranty support is as under:

Shree Laxminarayan Diamond Foundation
First Floor, Property no. 6548, Opp. Pooja Petrol Pump,
Bardoli Road, Kabilpore, Navsari Gujarat- 396424

3. Special Condition

- (i.) If deemed necessary prior to the technician evaluation of bids, members of the Purchase Committee or their nominated representatives/experts, may visit the premises of the OEM vendor or the location where the CVD growing machines supplied by the bidders are in operation. This visit is intended for conducting Quality Assurance checks and ensuring compliance with the desired results and specifications as defined in the 'Schedule of Requirements' for the CVD growing machines offered by the bidders in this procurement.
- (ii.) Tender items have to be delivered, installed and commissioned at said CFC site.
- (iii.) Warranty period will be 3 years for all machinery & equipment. A Warranty card ensuring liability for three years of all machinery and equipment shall be issued in the name of SPV.
- (iv.) Vendors should also provide necessary training to operators/staff of the client/SPV members for the operation of plant & machinery, service & maintenance, and information about Do's & Don't up to 3 months along with the training material. The buyer should be provided with a calendar of training, detailed module and training/reference manuals (soft copy and two hard copies) by the bidder without any extra cost. The successful bidder shall bear all the costs including lodging, boarding, travel and any other out of pocket expenses towards the training. The bidder shall provide evidences of training with photos/videos. In case of failure to do so, the buyer reserves the right to get the outside experts/agency for the part/whole training requirements at the cost of the bidder. The bidder agrees to bear all such costs to complete the comprehensive training.

4. Order Placements and Release of Payment

The supply order will be issued by the EDII after getting necessary approval from the State Level Purchase Committee (SLPC) constituted by the Government of Gujarat to supervise the procurement process. Payment will be released by EDII subject to availability of grant/funds from Government of India for this procurement.

5. Eligible Bidder

- (i.) The bidder must be a reputable firm operating within India and engaged in the supply of machinery and equipment. The bidder should be duly registered with the appropriate government authorities in compliance with the relevant legal regulations. Furthermore, the bidder should have a proven track record of operating in a similar business for a minimum of three (3) consecutive years prior to the date of issuance of this tender
- (ii.) **The bidder must have successfully supplied and installed machines of the tendered specifications or of similar or higher specifications, in a quantity of at least twice that indicated in the ‘Schedule of Requirements’ during the preceding three years, ending on 31.03.2024.**
- (iii.) To substantiate the aforementioned requirements, bidders need to submit comprehensive details of their experience and past performance for the machines/equipment they are offering or for similar or higher specification equipment they have supplied previously. Bidders must also submit supporting documents such as purchase orders, work completion reports, and any relevant performance statements from their previous experience. Additionally, they should include contact information for the end users of their past projects. These documents may be subject to further verification by the end user if deemed necessary. Any submission of false information will result in the forfeiture of the Earnest Money Deposit (EMD).
- (iv.) **If a Bidder is not a Manufacturer, they must be an authorized dealer of the machinery from an Original Equipment Manufacturer (OEM).** In such cases, a letter of authorization from the OEM should be provided. The Bidder should possess and provide a valid authorization letter issued by the OEM, allowing them to submit quotes on behalf of the OEM, in accordance with the format specified in **Annexure V**.
- (v.) Public Procurement Policy (Preference to Make in India) : It is the policy of the Government of India to encourage ‘Make in India’ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment. Under this policy the bidders are allowed to avail the purchase preference linked with attaining the stipulated local content. Detail policy is as per order no P-45021/2/2017-PP (BE-II) and subsequent latest revision issued by Ministry of Commerce & Industry, Department for promotion of Industry and Internal Trade, (Public Procurement Section), Government of India. (Annexure – VI may be referred for summary of the Rule. For detail rule the order may be referred).
- (vi.) Exemption: In case any bidder is seeking exemption as per Public Procurement Policy, Govt of India from experience/turnover criteria, the supporting valid document to prove his eligibility for exemption must be submitted along with the bid documents.
- (vii.) Bidder should be registered with Income Tax Department of Government of India and should possess a valid GST, PAN Number, Registration etc.
- (viii.) Bidders should not be under a declaration of ineligibility for **corrupt and fraudulent** practices from central or state government of India, banks, multilateral agency etc.

Note: Purchase Committee/EDII reserves the right to award/ reject the orders to any particular bidder without assigning any reason thereof.

6. Amendment of Tender Document

- (i.) At any time prior to the deadline for submission of bids, EDII/ Purchase Committee may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document.

- (ii.) EDII/ Purchase Committee at its discretion may extend the deadline for the submission of bids if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into the consideration the amendments while preparing their bids.
- (iii.) Bidders should keep viewing the above-mentioned websites for any corrigendum/ change. There wouldn't be any newspaper advertisement towards the same. If any bidder misses the information published on the website and their bid is rejected, no complaint would be entertained.

A. PREPARATION OF BIDS

- Bidders are advised the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>
- Bid documents may be scanned with **100 dpi** with black and white option, which helps in reducing size of the scanned document. Bidder shall not tamper/modify the tender form including downloaded commercial bid template in any manner. In case if the same is found to be tampered/ modified in any manner, bid will be summarily rejected and EMD would be forfeited and the bidder would be liable for **suitable penal** action. Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however any corrections, alterations, changes, erasures, amendments and/or additions have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents.

7. Earnest Money Deposit (EMD)

- (i.) The tender documents must be accompanied by Earnest Money Deposit (EMD) in the form of a Demand Draft (DD) drawn on any Nationalized/ Scheduled Bank, in favour of 'Entrepreneurship Development Institute of India (EDII)' payable at Ahmedabad OR Bank Guarantee (BG) valid for 180 days (up to tender validity) from the last date of submission of bids as per the format provided in Annexure- III from any Nationalized/Scheduled Bank. EMD amount for each item is as under:

Sr. No.	Item	No. of unit	EMD (in INR)
1	CVD Growing Machine	9	₹ 50,00,000
2	Laser Machine for Slice Cutting	2	₹ 2,00,000
3	4P Machine	1	₹ 50,000
Total			₹ 52,50,000

EMD will not be accepted in the form of cash/ cheque/ FDR or any other form except DD or BG. No interest shall be payable on EMD. **Tender/bid without EMD will not be considered and liable to be rejected.**

If exemption from EMD is sought by manufacturers/MSME then a copy/letter of necessary registration registered with NSIC for the particular machinery/items must be submitted along with bid documents.

- (ii.) The EMD will be returned to the bidder(s) whose offer is not accepted by EDII/Purchase Committee within 30 days from the date of opening of commercial bids. In case of the bidder(s) whose offer is accepted the EMD will be returned on submission of Performance Bank Guarantee. However if the return of EMD is delayed for any reason, no interest/ penalty shall be payable to the bidder.
- (iii.) The successful bidder, on award of contract/ order, must send the contract/ order acceptance in writing, within 14 days of award of contract/ order, failing which the EMD will be forfeited.
- (iv.) The EMD shall be forfeited:
 - (a.) If the tenderer withdraws or amends tender or impairs or derogates from the tender in any respect within the period of validity of its tender
 - (b.) If the bidder withdraws the bid during the period of bid validity specified in the tender.
 - (c.) In case a successful bidder, fails to furnish the Performance Bank Guarantee.
 - (d.) If the bidder fails to furnish the acceptance in writing, within 14 days of award of contract/ order.

8. Period of validity of bids

- (i.) Bids shall be **valid for minimum 180 days from** the date of submission. Bid valid for a shorter period shall stand rejected.
- (ii.) EDII/Purchase Committee may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify his bid.

B. SUBMISSION OF BIDS

The online bid shall be neat, plain and intelligible. Each page of the bid should be signed by the authorized person. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

9. Deadline for Submission of Bids

Bids must be submitted online before the due date and time as specified in the critical date sheet. Purchase Committee/EDII may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified on the websites only.

10. Late Bids

The online bid submission would not be possible after the deadline for submission of bids.

C. BID OPENING AND EVALUATION OF BIDS

11. Opening of Bids

- (i.) The technical bids will be evaluated to shortlist the eligible bidders. The technical bids of only the eligible bidders shall be considered for further processing (technical evaluation).

- (ii.) Bidder whose technical bid is found to be acceptable and meeting the eligibility requirements as specified in this tender will be informed about the date and time of the opening of the commercial bid.
- (iii.) EDII/Purchase Committee will open commercial bids of only the technically short listed bids by the Purchase Committee at the time and date to be informed later.

D. AWARD OF CONTRACT

12. Evaluation of Proposals & Award Criteria

- (i.) The bidder **can quote for any one or all the items mentioned** under Section IV – Schedule of Requirement.
- (ii.) Preliminary scrutiny of the proposal will be made to determine whether they are complete, required processing fee (Tender Fee) and bid security (EMD) have been furnished, whether the uploaded documents have been properly signed and whether the bids are generally in order. Proposals not conforming to such preliminary requirements will be prima facie rejected.
- (iii.) Bids complying with all the eligibility requirements shall be treated as substantially responsive bids. Responsiveness of the bids shall be determined on the basis of the contents of the bid itself and shall not be determined by extrinsic evidences.
- (iv.) EDII/ Purchase Committee, if required, may ask bidders for presentation on the solution offered. Failure on part of bidder to arrange the presentation on the date & place fixed shall result in the rejection of technical bids and financial bids of these bidders shall not be opened. Also, if it is found after presentation that the solution offered is not meeting the specifications prescribed by, such bidders shall be treated as substantially non-responsive. EDII/ Purchase Committee decision shall be final in this regard. The place for presentation shall be conveyed to the bidders at an appropriate date.
- (v.) Commercial bids of only those bidders will be opened who are found to be substantially responsive and technically qualified by the Purchase Committee. The tender will be awarded to the commercially lowest bidder.
- (vi.) Bidder should quote their rates by uploading in prescribed Performa in BOQ_XXXX.xls only. Commercial bids/ prices/ rates other than the format provided or elsewhere in the Bid Document shall be rejected by EDII/Purchase Committee.
- (vii.) The rates quoted in figures would be automatically converted in words in BOQ_XXXX.xls. The bidder should carefully cross check the prices entered in figures with corresponding figures converted in words. In case of discrepancy between words and figures, the rates quoted in words shall be treated as final. The correct amount will be calculated by multiplying unit price with quantity and in case of any discrepancy, the corrected amount shall be considered and total of all corrected amount shall be bidder's total quoted amount.
- (viii.) In the copies of supply order/ contract/ agreement/ experience certificate submitted by the bidder, if the currency is other than Indian Rupees, the value of work in Indian Rupees shall be determined by using the exchange rate declared by Reserve Bank of India as on the last date of submission of technical/ commercial bids and the eligibility of the bidder shall be determined accordingly.
- (ix.) If more than one bidder happens to quote the same lowest price, EDII/ Purchase Committee reserves the right to split the order and award the contract to more than one bidder.

13. Purchaser's Right to amend Scope of Work

- (i.) If, for any unforeseen reasons, Purchase Committee/EDII is required to change the Scope of Supply, this change shall be acceptable to the bidder without change in the unit price quoted.
- (ii.) EDII/ Purchase Committee reserves the right to reject one/ all the bids or cancel the tender without assigning any reasons there for Opening of Commercial Bid of tender is no commitment whatsoever and does not prejudice the aforesaid rights of the EDII/ Purchase Committee to reject any or all offers without assigning any reason or accept any tender in whole or in part without assigning any reason whatsoever. The successful Bidder shall be notified of the acceptance of the tender by releasing Purchase Order and till such intimation is received, Bidder(s) should not make any arrangement or incur any expenditure in anticipation of the receipt of notice of acceptance; he / they will have no claim for compensation of any sort.
- (iii.) EDII/ Purchase Committee reserve the right to accord relaxation uniformly to all the bidders in case the bid submitted by all the bidders is found to have minor deviation.

14. Corrupt or Fraudulent Practices

- (i.) It is expected that the bidders who wish to bid for this tender have highest standards of ethics.
- (ii.) EDII/ Purchase Committee will reject bid if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract;
- (iii.) EDII/ Purchase Committee may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

15. Interpretation of the clauses in the Tender Document / Contract Document

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document; The Purchase Committee / EDII interpretation of the clauses shall be final and binding on all parties.

END OF SECTION II

SECTION III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Prices

- (i.) The price quoted shall be considered firm and no price escalation will be permitted.
- (ii.) Bidders must quote the prices in INR only and as per the prescribed Performa in **BOQ_XXXX.xls** only.
- (iii.) **The prices quoted (final price) should be inclusive of freight, insurance, installation, packing and all applicable taxes till destination.** The packing shall be transport worthy so as to prevent damage or deterioration to goods during transit to their final destination as indicated in this document. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to open storage. However risk in good shall continue with supplier till goods are delivered in good condition and installed at end user's site duly certified by users.

2. Taxes and Duties:

- (i.) The basic price & all applicable taxes and/ or duties should be included in the final price quoted by bidder.
- (ii.) Bidder shall arrange to clear the consignment after following customs formalities and shall arrange to deliver the consignment to the end user site. The cost and risk of the consignment rests with the bidder till it is delivered to the end user & accepted.

3. Performance Bank Guarantee (PBG):

The successful bidder within 15 days must submit a Performance Bank Guarantee (PBG) equivalent to 3% of the order value (with a validity of 36 months) on receipt of supply order from EDII as per the format provided in **Annexure- IV** of this tender document. This Bank Guarantee should remain valid till completion of warranty period.

4. Inspection

- (i.) EDII/Purchase Committee reserve the option of inspecting the goods by representative of SPV of this CFC/ third party designated by the Purchase Committee at suppliers premises prior to Packing and Dispatch. Supplier shall provide all facilities for carrying out the inspection. However, the final inspection will be carried out by the Purchase Committee members after installation of machinery at CFC site.
- (ii.) If demanded by the EDII/ Purchase Committee, the successful bidder will be required to furnish the certificate from a Registered Chartered Engineer certifying that the items/machinery supplied are in compliance with the requirements of the supply order issued by EDII.

5. Completeness Responsibility:

Notwithstanding the scope of work, supply and services stated in bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the vendor and which are not expressly excluded there from but which are necessary for the performance of items/goods supplied by vendor at CFC in accordance with the specifications and executing the contract to establish achievement of performance guarantee parameters, are to be provided for and rendered by the vendor without any extra charge so that the said project is completed in all respect.

6. Warranty and Support:

All the items covered in the schedule of requirements, shall carry **minimum 3 (three) year on site comprehensive warranty** from the date of its installation & commissioning. The bidder must undertake to provide the on-site support during the warranty period. Any defect notified during this period shall be rectified free of cost which include replacement of part or in full as needed. The repairing/ rectification/ replacement/ configuration required, if any, must be done at site only.

Failure to do so would result in the levy of penalties. The PBG will be released by EDII only after the submission of satisfactory performance certificate issued & verified by end-user after the completion of warranty period.

7. Payments Terms:

Upon receipt of the supplier's invoice, payment shall be disbursed to the AoC holder, contingent upon the availability of funds and a valid security deposit or Performance Bank Guarantee (P.B.G) extending until the completion of the warranty period. Payment will be made subject to the availability of funds from the Government of India/Gujarat and in accordance with scheme guidelines.

- (i.) EDII shall release 70% of the payment after delivery of all items/goods at CFC site and on verification by end-user.
- (ii.) EDII shall release balance 30% of the payment after successful installation & commissioning of all the items at site and on joint physical verification of items/machinery/goods received at site by a Purchase Committee member. The successful vendor/supplier must provide the training as stated in the section (II, Clause 3 (iii)) before release of the balance fund.
- (iii.) No interest will be chargeable by the supplier, if the payment is delayed due to non-availability of grant from the government.

8. Penalty for delayed Services:

- (i.) EDII reserves the right to levy penalty @ 1% of order value per week of delay beyond the scheduled timeline of completion of delivery/installation at site i.e. 90 (ninety) days from order placement, subject to maximum penalty of 10% of the order value unless the same is waived by the Purchase Committee. EDII on instruction of Purchase Committee reserves the right to cancel

the order in case the delay is more than 10 weeks. The penalties, if any during the warranty period shall be recovered from the Performance Bank Guarantee (PBG) submitted by the successful bidder or from the Balance payment reserved with EDII. During the warranty period, any delay in the required services beyond one week, shall lead to levy of penalty at the rate of Rs.1000/day (rupees one thousand) subject to a maximum of total value of PBG.

- (ii.) EDII/Purchase Committee may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of circumstances not attributed to the bidder. For any such relaxation, the bidder should sought prior written approval from Chairperson, Purchase Committee/EDII by submitting proper justification with documentary evidences.

9. Jurisdiction:

The disputes, legal matters, court matters, if any shall be subject to Ahmedabad jurisdiction only.

10. Force Majeure:

EDII/ Purchase Committee may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms, pandemic etc.), acts of states, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at successful bidder's/ OEM premises.

11. Arbitration:

All disputes of any kind arising out of supply, installation & commissioning, acceptance, warranty maintenance etc., shall be referred by either party (EDII / Government of Gujarat/SPV or the bidder) after issuance of 30 (thirty) days' notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be specified in purchase agreement. The jurisdiction of the courts shall be specified in the purchase agreement. The Arbitration and Conciliation Act 1996 and the rules made there under with all/ any modifications or amendments thereof for the time being in force shall apply to the arbitration proceedings.

END OF SECTION III

SECTION IV – SCHEDULE OF REQUIREMENT

Bidder Name:

Address:

.....

Sr. No.	Item and Required Technical Specification and features	Specification Offered (Please indicate deviation, if any)	Make/ Brand
(1)	(2)	(3)	(4)
1	<p>CVD Growing: (Qty. : 9 nos.)</p> <p>Application/Uses: Lab Grown Diamond Growing Machine: Where manufacturer making diamond in machine with high quality. This machine has high strength, high rigidity, and high pressure.</p> <p>Capabilities</p> <ul style="list-style-type: none"> • Touch Screen PLC based Controller • Growing Live Detector Camera system • Water /Air Cooled Vacuum Chamber • Substrate holder, Gas Mixture • Magnetron (2.4Ghz) life minimum 3000 hrs • Microwave power Source minimum 6KW • Reaction Gas – with minimum 3 channels • Process Pressure 25 millibar to upto 500 millibar • Effective Substrate Dia.: Minimum of 60+ mm & Maximum of-----mm" shall be mention • Substrate temp.: Up to 1400°C • Visual Control: 360°Diagnostic window • Height: Minimum achievable Lab Grown Rough Diamond Growing height 6mm & maximum up to-----mm in single step uninterrupted growth run shall be mention. In-Situ Z Motion With Height Manipulator Of Minimum Of 10 mm • Software : Advance Software with controlling system with documentation • Magnetron: Minimum 3000 hrs life • Peripherals & spares <ul style="list-style-type: none"> - Vacuum Pump System (Qty. to be mentioned) - Dual wave Pyrometer (Qty. to be mentioned) - Molybdenum Disc(Qty. to be mentioned) - Gas flow controller(Qty. to be mentioned) - Regulator (Quantity to be mentioned) - Molecular sieves gas trap for gas Purification (Qty. to be mentioned) - Inlet water filter (Qty. to be mentioned) • Installation & quality fittings: <ul style="list-style-type: none"> - Gas pipe fitting (Type of material & its grade to be used in gas pipe fitting to be mention) - Gas controller (Quantity to be mentioned) 		

Sr. No.	Item and Required Technical Specification and features	Specification Offered (Please indicate deviation, if any)	Make/ Brand
	<ul style="list-style-type: none"> - Auto change over - Gas purifier (Quantity to be mentioned) - Gas Leak Detector (Quantity to be mentioned) - Helium leak detector final test (Quantity to be mentioned) - Automated, Integrated & modular for easy installation & maintenance • Training (Process Consultation & Recipe) <ul style="list-style-type: none"> • Recipe Guidance to grow near colourless Lab grown rough diamond with minimum VS+ clarity yielding minimum 1.00 Carat polished diamonds, and also for 5.00 + Carat colorless to near colorless VS+ clarity RBC polished diamond • Growing Specification <ul style="list-style-type: none"> • Grow lab grown rough Diamond that are near colourless with better clarity with minimum achievable lab grown rough diamond height 6 mm & maximum up to----- mm need to be mention. • Unattended continuous run of minimum 600 hrs in Single step with remote monitoring and control with documentation • Standard Warranty: Minimum One year • Water Chiller <ul style="list-style-type: none"> - Compress with built-in motor – Scroll - High- and Low-pressure cut-out set - Dual Compressor System. - Chilled water flow failure trip - Dual Digital temperature Controller - Compressor & Pump overload Trip - Under Voltage / Over Voltage - Single phasing preventer /Reverse phasing Fully automatic control panel - Chemical Composition : 99.98% <p>Specification:</p>		
	Equipment	Skid Mounted Air Cooled Chiller	
	Ambient Temperature	45 degree Celsius (Maximum)	
	Max. Relative Humidity	100%	
	Compressor	Scroll with <u>PH Exchanger</u>	
	Refrigerant Capacity	Total - 72 TR.	
	Refrigerant	R – 22 / 407 C	
	Chilled media outlet Temp	15 C	
	Power Supply 3 Phase 50HZ AC	415 V	
	Control Supply AC Single Phase	230 V	
	Noise Level	Less than 80 db at 1 meter Distance	
	Lowara Pump	75 LPM – 6.1 KG	

Sr. No.	Item and Required Technical Specification and features	Specification Offered (Please indicate deviation, if any)	Make/ Brand																
2	<p>Laser Machine for Slice Cutting: (Qty. : 2 nos.)</p> <ul style="list-style-type: none"> • Laser technology for diamond processing such as coring and slicing of lab grown or CVD diamonds. <p>Application/Uses:</p> <ul style="list-style-type: none"> • CVD Seed (Slice) Cutting. • CVD Coring (any shape 2D cutting or chopping off polycrystalline growth from mono crystal diamond) in a single laser system. • The system should be optimized in such a way where it consistently delivers quality seed sawing results with minimum kerf-loss & maximum production. It should be able to process at least 10 stones(7mm x7 mm) in a single go for slicing process. • It should allow loading of up to 25 stones(7mmx7mm) for coring all at once and process all in a single batch, as well as Multi-sawing. • Machine should offer options for upgraded features as below:- <ul style="list-style-type: none"> - Multi-pie-cutting - Cutting - Setup station - Single or two side sawing - Profile Bending with sawing - Y Bending with sawing - Compatible with Robotic technology. - Compatible with marketing leading diamond planner system. <p>Specification</p> <table border="1" data-bbox="212 1293 995 1946"> <tr> <td>Automation Grade</td> <td>Manual</td> </tr> <tr> <td>Feature</td> <td>CVD Coring (any shape 2D Coring cutting of poly crystalline at least 6mm deep in single go, CVD slice cutting, Slice face cutting 100 orientation, Sawing, cross cutting)</td> </tr> <tr> <td>Machine Dimension</td> <td>5 x 5 x 3 feet Approx.-Indicative- to be specified by vendor as per actual</td> </tr> <tr> <td>Laser Power</td> <td>Class 4 Green Laser</td> </tr> <tr> <td>Usage/Application</td> <td>Diamond Cutting</td> </tr> <tr> <td>Axis Travel</td> <td>(X, Y, Z) - (130mm, 130mm, 75mm) To be specified by vendor</td> </tr> <tr> <td>Laser Profile</td> <td>Nd:YAG @532nm, TEM 00 - Pumped Solid State Diode</td> </tr> <tr> <td>Laser Power</td> <td>The system should be powered preferably by Iklwa of Northrop Grumman Laser Resonator System (Hermetically Sealed Resonator Box) or Equivalent.- to be specified by vendor</td> </tr> </table>	Automation Grade	Manual	Feature	CVD Coring (any shape 2D Coring cutting of poly crystalline at least 6mm deep in single go, CVD slice cutting, Slice face cutting 100 orientation, Sawing, cross cutting)	Machine Dimension	5 x 5 x 3 feet Approx.-Indicative- to be specified by vendor as per actual	Laser Power	Class 4 Green Laser	Usage/Application	Diamond Cutting	Axis Travel	(X, Y, Z) - (130mm, 130mm, 75mm) To be specified by vendor	Laser Profile	Nd:YAG @532nm, TEM 00 - Pumped Solid State Diode	Laser Power	The system should be powered preferably by Iklwa of Northrop Grumman Laser Resonator System (Hermetically Sealed Resonator Box) or Equivalent.- to be specified by vendor		
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3	<p>4P Machine: (Qty. : 1 nos.)</p> <p>Designed to perform 5Ps which is: 1) Table cutting 2) Crown shaping 3) Girdle shaping 4) Pavilion cutting 5) Sawing</p> <p>Application :</p> <ul style="list-style-type: none"> • Giving multi-dimensional advantage of all-in-one machine, the Diamond Multi-Processing System performs excellent functions like Sawing, Crowning, Bruiting, and Cone Blocking of stone which transforms it into a perfectly edged diamond. • Powered by Fast-moving 5-axis diamond laser faceting system with a very compact footprint. <table border="1"> <thead> <tr> <th data-bbox="214 1409 597 1444">Description</th> <th data-bbox="597 1409 993 1444">specification</th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="214 1444 993 1480">Laser System</td> </tr> <tr> <td data-bbox="214 1480 597 1516">Laser Type & source</td> <td data-bbox="597 1480 993 1516">Nd: YAG</td> </tr> <tr> <td data-bbox="214 1516 597 1551">Laser Class</td> <td data-bbox="597 1516 993 1551">IV</td> </tr> <tr> <td data-bbox="214 1551 597 1587">Diode Module</td> <td data-bbox="597 1551 993 1587">Diode pumped solid state</td> </tr> <tr> <td data-bbox="214 1587 597 1623">Wavelength</td> <td data-bbox="597 1587 993 1623">1064nm</td> </tr> <tr> <td data-bbox="214 1623 597 1659">Beam Mode</td> <td data-bbox="597 1623 993 1659">TEM 00</td> </tr> <tr> <td data-bbox="214 1659 597 1730">Q-Switched Output Power</td> <td data-bbox="597 1659 993 1730">24Watt @ 10 Khz/ 20Watt @20Khz</td> </tr> <tr> <td data-bbox="214 1730 597 1766">Pulse to Pulse Stability</td> <td data-bbox="597 1730 993 1766">To be specified by vendor</td> </tr> <tr> <td data-bbox="214 1766 597 1801">Beam Polarization</td> <td data-bbox="597 1766 993 1801">Linear – Vertical</td> </tr> <tr> <td data-bbox="214 1801 597 1837">Pulse Repetition Rate</td> <td data-bbox="597 1801 993 1837">9 Micron Second</td> </tr> <tr> <td data-bbox="214 1837 597 1873">Life & Make of Laser</td> <td data-bbox="597 1837 993 1873">1 Year</td> </tr> <tr> <td colspan="2" data-bbox="214 1873 993 1908">CNC System</td> </tr> <tr> <td data-bbox="214 1908 597 1959">Axis Travel</td> <td data-bbox="597 1908 993 1959">Preferable 130 x 130x 50 mm (to be specified by vendor)</td> </tr> </tbody> </table>	Description	specification	Laser System		Laser Type & source	Nd: YAG	Laser Class	IV	Diode Module	Diode pumped solid state	Wavelength	1064nm	Beam Mode	TEM 00	Q-Switched Output Power	24Watt @ 10 Khz/ 20Watt @20Khz	Pulse to Pulse Stability	To be specified by vendor	Beam Polarization	Linear – Vertical	Pulse Repetition Rate	9 Micron Second	Life & Make of Laser	1 Year	CNC System		Axis Travel	Preferable 130 x 130x 50 mm (to be specified by vendor)		
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Sr. No.	Item and Required Technical Specification and features		Specification Offered (Please indicate deviation, if any)	Make/ Brand
	Resolution	±2 micron		
	Accuracy	±1 micron		
	Repeatability	±2 micron (to be specified by vendor)		
	Straightness and Flatness of Travel	5 micro /25mm (to be specified by vendor)		
	Drive	AC Servo		
	Electrical Power Consumption	1-Ø, 220 V, 12 to 16 Ampere,(to be specified by vendor)		
	Chiller			
	Power Supply	1 – Phase 220V, 16 Amp		
	Operating Temperature	18 to 30° C		
	Dimension	5 x 5 x 3 feet Approx.		
	Software	Windows based. Free upgrade/version for 3 years from date of successfully completion of the training.		
	Accessories :			
	<ul style="list-style-type: none"> • UPS with battery backup: 1 nos. (Specification along with Back up time & no. of battery & it's make to be provided by bidder) • Oven: Qty. 1 nos. (Specification to be provided by bidder) • Computers : Qty. - 1 nos.(Specification to be provided by bidder) 			

* Any essential parts/components/accessories/equipment which seems to be critical for running/maintenance and life of the supplies must be deemed to be included in the supply/installation.

END OF SECTION IV

(On company Letter Head & to be signed by MD/ CEO/ Proprietor)

Date:

To
Sr. Manager (Admin)
Entrepreneurship Development Institute of India
(Via Ahmedabad Airport & Indira Bridge)
P.O. Bhat 382 428 - Dist. Gandhinagar, Gujarat.

Dear Madam/Sir,

Subject: **Authorization to sign the bid document**

This has a reference to your tender no.dated for Supply, Installation and Commissioning of machinery/goods at CFC of the Lab Grown Diamond Cluster, Navsari.

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

The specimen signature of Mr/ Ms..... is as given below.

(Signature 1)

(Signature 2)

I,, certify that I am<designation> of..... <company> , and that Mr/Ms..... whose specimen signatures are given above is authorized to bind the corporation by authority of its governing body.

For M/s _____ (Name of the bidder)

Signature & company seal

Name :

Designation:

Email:

Mobile :

(On company Letter Head)

Date:

To

Sr. Manager (Admin)
Entrepreneurship Development Institute of India
(Via Ahmedabad Airport & Indira Bridge)
P.O. Bhat 382 428 - Dist. Gandhinagar, Gujarat.

Dear Madam/Sir,

Subject: **Bid Form**

This has a reference to your tender no. dated for Supply, Installation and Commissioning of machinery/ goods at CFC of the **Lab Grown Diamond Cluster, Navsari.**

1. Having examined the 'Invitation for Bids', 'Instructions to Bidders' 'Special Conditions of Contract', 'Technical Compliance Document', 'Schedule of Requirements' and all the Annexure for the above referred tender, we the undersigned offer to supply, install & commission and guarantee the whole of the said 'Scope of Work' in conformity with the said Special Conditions of Contract and Technical Specifications for the sum mentioned in Commercial Bid submitted separately, or such other sum as may be ascertained in accordance with the conditions. The details of the items/ services for which we have submitted our Technical Bid and for which we have quoted the rates in our Financial Bid are given in required formats.
2. We have independently considered each and every clause of this tender document and given our informed consent to them.
3. We undertake, if our Bid is accepted, we shall commence the supply of items/ services/ manpower as per delivery schedule offered by us so as to fulfill our obligations as per this Tender Document to full satisfaction of purchaser.
4. If our Bid is accepted we will furnish a **Bank Guarantee** of **3%** order value with a validity of **36 months** to cover delivery, installation & warranty period.
5. We have independently considered the amount shown in 'Special Conditions of Contract' as per-estimated liquidated damages and agree that they represent a fair estimate of the damages likely to be suffered by you in the event of the work not being completed in time.
6. We agree to abide by this Bid for a minimum period of **180 days** from the date of opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period mutually agreed to.
7. This bid, together with any further clarification/ confirmation given by us and your written acceptance thereof, shall constitute a binding contract between us.
8. We understand that you are not bound to accept the lowest or any offer you may receive against this bid.
9. If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

10. All enclosures and relevant documents forming a part of the proposal are complete and attached herewith duly verified by officials authorized to do the same. All documents submitted are genuine and if EDII/ Purchase Committee find that we have submitted any forged document, EDII/ Purchase Committee may reject our bid; forfeit the EMD/ BG and take stringent action against us as per Government rules.
11. We accept that all doubts, concerns or ambiguity in the tender document (if any) would be uploaded by us on CPP Portal before the pre-bid meeting. If we raise any doubt, concerns, ambiguity issues, interpretation issues, after the Pre-Bid meeting, EDII may not consider the request or reply.
12. We will accept EDII/Purchase Committee's internal technical and financial evaluation procedure and will not interfere in the process after submission of the bid. We shall not deviate from the bid process and not try to stall the process; if do so, EDII/ Purchase Committee may take stringent action against us.
13. We undertake that our company is not under the declaration of ineligibility for corrupt & fraudulent practices. We also undertake that our company has not been blacklisted by any Government entity in India/ abroad till today.
14. We will follow all guideline mentioned in the tender documents.

For M/s _____ (Name of the bidder)

Signature & company seal

Name:

Designation (Authorised Signatory):

Email:

Mobile No.:

PERFORMA FOR BANK GUARANTEE TOWARDS EMD
(on non-judicial paper of appropriate value)

Bank Guarantee No.

Dated:

To

Sr. Manager (Admin)
Entrepreneurship Development Institute of India
(Via Ahmedabad Airport & Indira Bridge)
P.O. Bhat 382 428 - Dist. Gandhinagar, Gujarat.

Dear Madam/Sir,

1. Whereas the Entrepreneurship Development Institute of India having its office Via Ahmedabad Airport & Indira Bridge, P.O. Bhat 382 428, Gandhinagar (hereinafter called the EDII) which expression shall, unless repugnant to the context or the EDII thereof, include all its successors, administrators, executors and assignees has invited tender No. _____ and M/s. _____ having Registered/head office at _____ (hereinafter called the "Bidder" which expression shall, unless repugnant to the context or the EDII thereof, EDII and include all its successors, administrators executors and assignees) have submitted a quotation Reference No. _____ and Bidder having agree to furnish as a conditions precedent for participation in tender as unconditional and irrevocable bank guarantee of Rs. _____ (Rupees _____ only) for the due performance of Bidder's obligations as contained in the terms of the Notice inviting tender and other terms and conditions contained in the tender Documents supplied by the EDII specially the conditions that:
 - (i.) Bidder shall keep his bid open for a period of 180 days i.e. from _____ to _____ or any extension thereof, and shall not withdraw or modify it in a manner not acceptable to the EDII.
 - (ii.) The bidder will execute the contract, if awarded, and shall furnish performance guarantee in the format prescribed by the EDII within the required time. The Bidder has absolutely and unconditionally accepted these conditions.

The EDII and the Bidder have agreed that tender document is an offer made on the condition that the bids, if submitted would be kept open in its original form without variation or modification in a manner not acceptable to the EDII for a period of _____ days i.e. from _____ to _____ or any, extension thereof and that submission of the bid itself shall be regarded as an unconditional and absolute acceptance of the conditions, contained in the tender documents. They have further agreed that the contract consisting of tender documents as the OFFER and submission of the bids as the ACCEPTANCE shall be a separate contract distinct from the contract, which will come into existence when the bid is finally accepted by the EDII. The consideration for this separate initial contract preceding the main contract is that the EDII is not agreeable to sell the tender documents to the Bidder and to consider the tender to be made except on the condition that the bids shall be kept open for the period indicated above and the Bidder desires to submit bid on this condition after entering into this separate initial contract with the EDII promises to consider the tender on this condition and

Bidder agrees to keep this bid open for the required period. These reciprocal promises form the CONSIDERATION for this separate initial contract between the parties.

2. Therefore, we _____ registered (indicate the name of Bank) under the laws of _____ having head/ registered office at (hereinafter referred to as the "Bank") which expression shall, unless repugnant to the context or EDII thereof, include all its successors, administrators and executors hereby issue irrevocable and unconditional bank guarantee and undertake to pay immediately on first demand in writing Rupees all money to the extent of Rs. _____ (Rupees _____ only) at any time immediately on such demand without any demur, reservations, recourse, contest or protest and/ or without any reference to the Bidder and any such demand made by the EDII/Purchase Committee on the bank shall be conclusive and binding notwithstanding any difference between the EDII/Purchase Committee and the Bidder or any dispute pending before any court/arbitrator or any other matter whatsoever. We also agree to give that Guarantee herein the EDII in writing. This guarantee shall not be determined/discharged/affected by the liquidation, winding up, dissolution or insolvency of the Bidder and will remain valid, binding and operative against the bank.
3. The bank also undertakes that the EDII/Purchase Committee at the option shall be entitled to enforce this guarantee, against the Bank as a principal debtor, in the first instance, without proceeding against the Bidder.
4. The bank further agrees that as between the bank and the EDII, purpose of the guarantee, any notice of the breach of the terms and conditions contained in the bid Documents as referred above given to the bank by the EDII shall be conclusive and binding on Bank, without any proof, notwithstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any change in our constitution, in the constitution of the EDII or that of the Bidder. We also undertake not to revoke, in any case, this Guarantee during its currency.
5. The bank agree with the EDII that the EDII/Purchase Committee shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms of the tender or get extension of the validity period from time to time. We shall not be relieved from our liability by reason of any such variation or extension of the validity period or for any forbearance, act of omission and commission on the part of the EDII or any indulgence shown by the EDII to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties, would, but for this provision, have the effect of so relieving us.
6. Notwithstanding anything contained here in above our liability under his Guarantee is limited to INR _____ (INR _____ only) in aggregate and it shall remain in full force upto _____ (225 days from the last date of submission of bids) unless extended further from time to time, for such period as may be instructed in writing by M/s. _____ on whose behalf this guarantee has been given, in which case, it shall remain in full force upto the expiry of extended period. Any claim under this guarantee must be received by us before _____ (date of expiry of validity period) or before the expiry of extended period, if any. If no such claim is received by us within the said date/extended date, the rights of the EDII under this guarantee will cease. However, if such a claim has been received by us within and upto the said date/extended date, all

right of the EDII under this guarantee shall be valid and shall not cease until we have satisfied that claim.

7. In case contract is awarded to the Bidder here in after referred to as "Contractor" the validity of this Bank Guarantee will stand automatically extended until the Bidder furnished to the EDII a bank guarantee for requisite amount towards performance guarantee for satisfactory performance of the contract. In case of failure to furnish performance bank Guarantee in the format prescribed by the EDII by the required date the claim must be submitted to us within validity period or extended period, if any. If no such claim has been received by us within the said date /extended date, rights, of the Ministry under this guarantee will cease. However if such a claim has been received by us within the said date/extended date all rights of the EDII under this guarantee shall be valid and shall not cease until we have satisfied that claim,

In witness where of the Bank, through its authorized officer, has sent its hand & stamp on this _____ day of at _____ of _____ at _____ of _____ (month & year).

Signature
(Full name in capital letters)
Designation with bank stamp

Witness No.1
Signature
(Full name and address in capital letters)

Witness No.2
Signature
(Full name and address in capital letters)
Attorney as per power of attorney

No -----

Date -----

PROFORMA FOR BANK GUARANTEE TOWARDS PERFORMANCE GUARANTEE
(on non-judicial paper of appropriate value)

Dated:

To

Sr. Manager (Admin)
Entrepreneurship Development Institute of India
(Via Ahmedabad Airport & Indira Bridge)
P.O. Bhat 382 428 - Dist. Gandhinagar, Gujarat.

BANKS GUARANTEE NO:

Dear Madam/Sir,

This has reference to the Supply Order No. _____ dated _____ placed by Entrepreneurship Development Institute of India (EDII), Gandhinagar on M/s _____ for Supply, Installation and Commissioning of machinery/ goods at **CFC of Lab Grown Diamond Cluster, Navsari.**

The conditions of this order provide that the vendor shall,

1. Arrange to deliver the items listed in the said order to the consignee, as per details given in said order, and
2. Arrange to install and commission the items listed in said order at client's site, to the entire satisfaction of SPV/EDII/Purchase Committee Members and
3. Arrange for the comprehensive warranty service support towards the items supplied by vendor at site as per the warranty clause in said purchase order.

M/s _____ has accepted the said purchase order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the Supply Order No. _____ on M/s. _____ holds an account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

EDII shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the suppliers obligations and / or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the supplier or the said contract or to grant time and or indulgence to the supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to forbear from enforcement of all or any of the obligations of the supplier under the said contract and/or the remedies of EDII under any security (i.e) now, or hereafter held by EDII and no such dealing(s) with the supplier or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of EDII hereunder or of prejudicing right of EDII against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of EDII and liabilities of the supplier arising up to and until _____.

This undertaking guarantee shall be in addition to any other undertaking or guarantee or security whatsoever that EDII may now or at any time have in relation to its claims or the supplier's obligations/liabilities under and/ or in connection with the said contract and EDII shall have the full authority to take recourse to or enforce this undertaking guarantee in preference to the other undertaking or security (ies) at its sole discretion and no failure on the part of EDII in enforcing or requiring enforcement of any other undertaking or security shall have the effect of releasing the bank from its full liability hereunder.

We _____ hereby agree and irrevocably undertake and promise that if in your (EDII's) opinion any default is made by M/s _____ in performing any of the terms and/or conditions of the agreement or if in your opinion they commit any breach of the contract or there is any demand by you against M/s _____, then on notice to us by you, we shall on demand and without demur and without reference to M/s _____, pay you, in any manner in which you may direct, the amount of INR _____/- (INR _____ Only) or such portion thereof as may be demanded by you not exceeding the said sum and as you may from time to time require. Our liability to pay is not dependent or conditional on your proceeding against M/s _____

and we shall be liable & obligated to pay the aforesaid amount as and when demanded by you merely on an intimation being given by you and even before any legal proceedings, if any, are taken against M/s _____.

The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking guarantee and the obligations of the bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the supplier (whether or not pending before any arbitrator, Tribunal or Court) or any denial of liability by the supplier or any order or any order or communication whatsoever by the supplier stopping or preventing or purporting to stop or prevent payment by the Bank to EDII hereunder.

The amount stated in any notice of demand addressed by EDII to the Bank as claimed by EDII from the supplier or as suffered or incurred by EDII on the account of any losses or damages or costs, charges and/or expenses shall as between the Bank and EDII be conclusive of the amount so claimed or liable to be paid to EDII or suffered or incurred by EDII, as the case may be and payable by the Bank to EDII in terms hereof.

You (EDII's) shall full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contact with the said M/s _____ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s _____ which under law relating to the sureties would but for the provisions have the effect of releasing us.

You will have full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the contract with the said M/s _____ and to enforce or to forbear from endorsing any power or rights or by reason of time being given to the said M/s. _____ which under law relating to the sureties would but for the provisions have the effect of releasing us.

Your right to recover the said sum of INR _____ (INR _____ only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute/ disputes have been raised the said M/s _____ and/ or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said M/s. _____ but shall in all respects

and for all purposes be binding and operative until payment of all dues to EDII in respect of such liability or liabilities.

Our liability under this guarantee is restricted to INR _____ (Only). Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within three months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated.

Notwithstanding anything contained herein:

- A. Our liability under this guarantee shall not exceed INR _____ (in words)
- B. This bank guarantee shall be valid up to _____ & unless a suit for action to enforce a claim under guarantee is filed against us within three months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after three months from the date of expiry of this Bank guarantee
- C. We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____
- D. The Bank guarantee will expire on _____ granted by the Bank

Yours faithfully,

SEAL OF THE BANK

NAME & SIGNATURE OF THE AUTHORIZED OFFICER OF THE BANK

(On OEM Company Letter Head)
(To be submitted as part of Technical bid)

OEM's Name_[Address and Contact Details]

OEM's Reference No.....Date.....

To,

Sr. Manager (Admin)
Entrepreneurship Development Institute of India
(Via Ahmedabad Airport & Indira Bridge)
P.O. Bhat 382 428 - Dist. Gandhinagar, Gujarat.

Dear Sir,

Reference: Your Tender Document No. Tender No.....;

Tender Title: Supply of

1. We,, are proven and reputable manufacturers of the Tendered Goods. We have factories at..... We hereby authorize Messrs. (name and address of the authorized dealer) to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is dated/ since.....
2. We further confirm that no Contractor or firm or individual other than Messrs..... (name and address of the above-authorized dealer) is authorized for this purpose.
3. As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
4. Our details are as under:
 - a) Name of the Company:.....
 - b) Complete Postal Address:
 - c) Pin code/ ZIP code:
 - d) Telephone nos. (with country/ area codes):
 - e) Fax No.: (with country/ area codes):
 - f) Mobile Nos.: (with country/ area codes):
 - g) Contact persons/ Designation:
 - h) Email IDs:

5. We enclose herewith, as appropriate, our.....(Bye-Laws/ Registration Certificate/Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution)

Yours faithfully,

.....

[Signature with date, name, and designation]

For and on behalf of Messrs.....

[Name & address of the OEM and seal of company]

Documents attached: As above

Purchase Preference Policy Linked with Local Content (PP-LC)
As per Revised Order 2017

Under the purchase Preference Policy linked with Local Content (PP-LC), the supplier or service providers are allowed to avail the purchase preference linked with attaining stipulated Local Content. Tender Inviting Authority reserves the right to allow the suppliers or manufacturers or service providers, purchase preference as admissible under the Public procurement (Preference to make in India), Order Public Procurement Order No. P-45021/2/2017-BE-II dated 15.06.2017, as amended from time to time and as applicable on the date, subject to their complying with the requirements/conditions defined herein and submitting documents required to support the same.

Local Content: Local content means the amount of value Added in India which shall , unless otherwise prescribed by the nodal ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Class-I local Supplier: Class I local supplier means a supplier or service provider, whose goods, service or works offered for procurement, has local content equal to or more than 50%.

Class-II Local Supplier : Class II local supplier means a supplier or service provider whose goods, service or works offered for procurement , has local content more than 20% but less than 50%.

Non Local Supplier: Non local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

Margin of Purchase preference: The margin of purchase preference shall be 20%.

For availing the purchase preference the following procedure shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class- I Local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a “class-I local supplier”, and the ordered quantity can be divisible, 50 % of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I local supplier’ will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such “Class-I local supplier’ subject to matching the L1 price. In case such lowest eligible “Class-I local supplier’ fails to match the L1 price or accepts less than the offered quantity, the next higher “Class-I local supplier’ within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered in the L1 bidder.
- iii. In the procurement of goods or works which are not divisible in nature the class I local supplier shall get purchase preference over Class-II local supplier as well as Non local supplier as per following procedure:

- a) Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier' the contract will be awarded to L1.
 - b) If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 Price.
 - c) In case such lowest eligible 'Class-I local Supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local Supplier' within the margin of purchase preference matches the L1 price; the contract may be awarded to the L1 bidder.
- iv. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

The bidder claiming the PP-LC benefit shall be required to furnish a self-certification on bidder's letter head (as per Form A) indicating percentage of local content and confirming that the item offered meets the local content requirement for "class I local supplier /Class II local supplier" as the case may be and this undertaking shall be certified by the authorized signatory of the bidder signing the bid giving the details of the locations at which the local value addition is made.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the content and will not be responsible for the same.

However, in case the procuring authority has any reason to doubt the authenticity of the local content, it reserves the right to obtain the complete back up calculations before award of order failing which the bid shall be rejected.

False declarations will be in breach of the code of Integrity under Rule 175(1)(i)(h) of the General Finance Rules for which a bidder or its successors can be debarred for up to two years as per rule 151(iii) of the General Finance Rules along with such other actions as may be permissible under law.

For detail rule, order no P-45021/2/2017-PP (BE-II) dated 04.06.2020 and subsequent revision issued by Ministry of Commerce and Internal Trade (public procurement section) may please be referred.

Declaration in bidder's letterhead (FORM A)

Name of the Bidder:

Tender Ref No: Tender ID:

Category of the Bidder: **MSE/Startups/others:**

Social Category of the bidder: General/SC/ST/OBC:

Is the organization owned by Women: Yes/No

Whether any exemption sought for this tender: Yes/No

Whether document for availing exemption submitted: Yes/No

Opted for Purchase Preference Linked with Local Content (PP-LC 2017): Yes/ No

In case opted for benefit under Purchase Preference (PP-LC) % of Local Content: (Class I) Equal to or more than 50% / (Class II) More than 20% but less than 50% / (Non Local Supplier) Less Than or equal to 20 % (Non Local Supplier)

Following Undertaking **on letter head** for availing the Purchase Preference (PP-LC) submitted along with bids: Yes/no

“We _____ (*Name of the bidder*) undertake that we meet the mandatory minimum Local Content (LC) requirement i.e.(to be filled as per PP-LC-Order 2017- Revision) for claiming purchase preference linked with Local Contents under the Govt. policy against under tender no. _____.”

Above undertaking shall be supported by the following **certificate from Statutory Auditor** engaged by the bidder, on the letter head of such Statutory Auditor.

“We _____ the statutory auditor of M/s _____ (name of the bidder) hereby certify that M/s _____ (name of the bidder) meet the mandatory Local Content requirements of the Services i.e. _____ (to be filled as per PP-LC-Order 2017-Revision) quoted vide offer No. _____ dated _____ against EDII, Gandhingar tender No. _____ by M/s. _____.

Signature of the bidder

Seal

Check-List for \Bidders (On company Letter Head)

Sr. No.	Item Description	Attached (Yes/ No)	Page No.
1	Copy of the Proprietorship, Partnership deed/ Memorandum of article (whichever is applicable) along with firm/company registration documents		
2	Tender Fee Details (Demand Draft of any Nationalized/ Scheduled Bank, in Favor of ‘Entrepreneurship Development Institute of India (EDII)’ payable at Ahmedabad)		
3	Earnest Money Deposit (EMD) Details. Demand Draft/ Bank Guarantee towards EMD of INR/- from any Nationalized / Scheduled Bank, in favour of ‘Entrepreneurship Development Institute of India (EDII)’ payable at Ahmedabad		
4	PTF Duly Signed including Technical Bid in prescribed format along with Duly filled Certificate of authority as per format given at <i>Annexure I</i> and Bid Form as per format given at <i>Annexure II</i> .		
5	Copy of GST and PAN Registration certificate, Audited financial statements including profit and loss statement of last 3 financial years, CA Certificated Annual Turnover for last 3 financial years, Copy of latest three Income Tax Return etc.		
6	Letter of Authority issued by Manufacturer of the product in the case of tender submitted by Authorized Dealer as per format given at <i>Annexure V</i> .		
7	Copy of Supply Orders / Contracts/ Agreements for similar work, executed by the bidders in last 3 (three) years along with the completion certificate duly issued by the end user.		
8	Technical Compliance Document with detailed technical specification, make, model and cross reference compliance with the data sheets/Original Product Literature /Catalogue, drawings, and other documents.		
9	Undertaking on letter head for availing the Purchase Preference (PP-LC) as per format given at <i>Annexure VI</i> .		

I/We further undertake to produce on demand the original certificate / permission / documents/ clarification etc. for verification at any stage during the processing of the tender.

Signature & company seal

Name:

Designation: