



**KAIRA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD.**

**ANAND – 388001, GUJARAT – INDIA.**

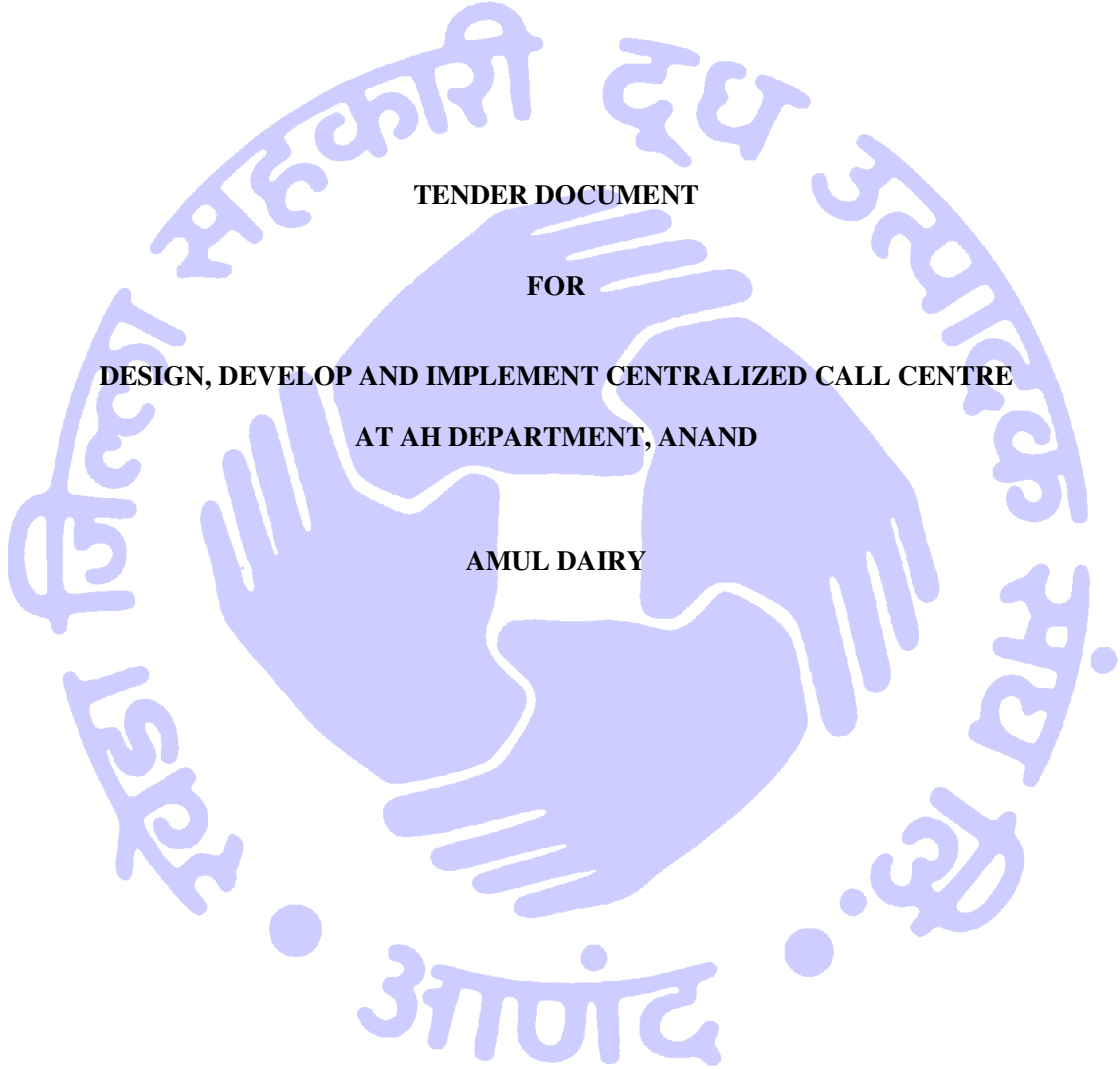
**TENDER DOCUMENT**

**FOR**

**DESIGN, DEVELOP AND IMPLEMENT CENTRALIZED CALL CENTRE**

**AT AH DEPARTMENT, ANAND**

**AMUL DAIRY**



Tender No. 2013-14/AH/CALL CENTER

## TENDER NOTICE

Bid No. :

Bidder Company: \_\_\_\_\_

Authorized Person : \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contacts : O \_\_\_\_\_

M \_\_\_\_\_

Fax \_\_\_\_\_

E-mail ID \_\_\_\_\_

Submission Date/Time: \_\_\_\_\_

Remark: \_\_\_\_\_

## INVITATION TO BID

KAIRA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED.

AMUL DAIRY, ANAND – 388 001, GUJARAT.

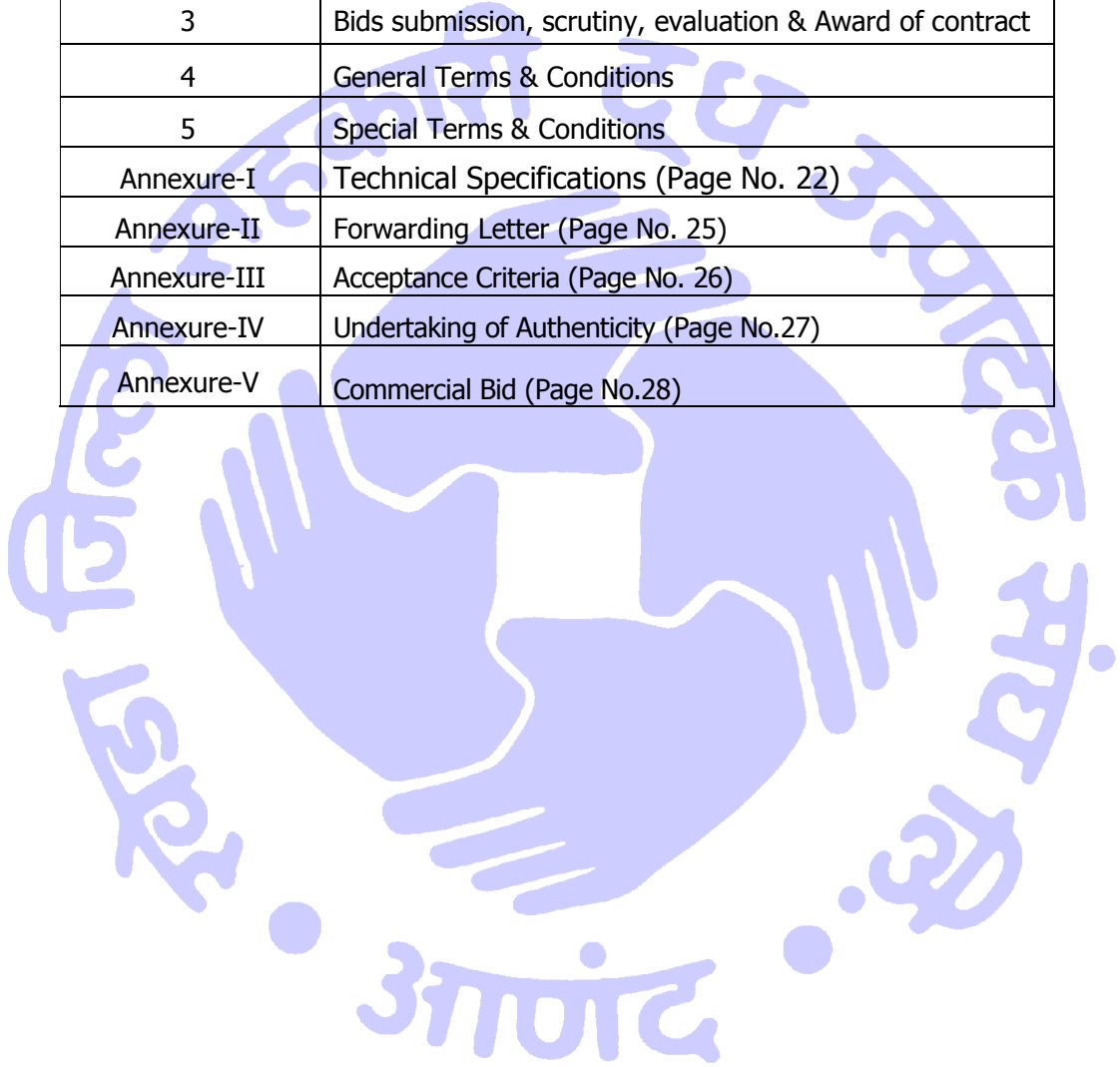
Phone: +91-2692-2256124 Fax: +91-2692-2240225

<b>Bid Reference</b>	<b>2013-14/AH/CALL CENTER</b>	
<b>Project</b>	<b>DESIGN, DEVELOP AND IMPLEMENT CENTRALIZED CALL CENTER AT AH DEPARTMENT, ANAND.</b>	
Estimated Cost (₹.)	₹. 31.50 Lacs	
EMD (₹.)	₹. 3,00,000/- (Rupees Three Lacs)	
Time Completion Period	3 months from the date of L.O.I.	
Bidding Document Availability	START	30.04.2013, Tuesday.
	STOP	11.05.2013, Saturday
Last Date & Time of Bid	BID SUBMISSION	20.05.2013, Monday at 15.00 Hrs.
	OPENING	20.05.2013, Monday at 15.30 Hrs.
Place of Tender Opening	Office of: Manager (Purchase) Kaira District Co-operative Milk Producers' Union Ltd, Amul Dairy, Anand 388001  Phone: (02692) 225602.	
Address for communication	Manager (Purchase) Kaira District Co-operative Milk Producers' Union Ltd, Amul Dairy, Anand 388001  Phone: (02692) 225602.	

1. Amendment / corrigendum of the tender document, the forms, schedules etc. may be done any time by Amul Dairy during the period between publication of notice and last date of submission of bids of tender. The bidders are required to visit the web site regularly till the last date of bid submission.
2. Amul Dairy reserves the right to reject any or all the offers / bids received or split the work among the bidders without assigning any reason thereof. The Bidders must submit their qualification details with necessary supporting documents in sealed cover and price bid in another sealed cover separately. Conditional tender will not be entertained and shall be liable for outright rejection.
3. Bids must be accompanied by Bid Security of ₹ 3,00,000/- in acceptance form as specified in the bidding document and must delivered to the address of the communication as stated above on or before last date and time of the receipt of Bids as given in clause 14 of preparation of Bid.
4. Bids will be opened in the presence of those bidders or their authorized representatives who choose to attend **as per the schedule mentioned in Invitation of Bid.**
5. The bid shall remain valid for the period of **90 days** from the date of bid opening as mentioned above.
6. The bid security accompanying the bid shall be valid for **30 days** beyond the bid validity period.
7. The Bid Security Deposit, Company Profile and Tender Documents along with schedule of quantity should be in separate sealed cover.
8. The contractor is required to sign dully stamped with the Company's name wherever it is indicated in the Tender Document.

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## 1. BRIEF INTRODUCTION

KAIRA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LTD., ANAND popularly known as "AMUL DAIRY"; an ISO 22000:2005 and 9001:2000 HACCP certified, leading and pioneer co-operative organization is engaged in milk and milk products' business having turnover more than 2500 Crores.

We have implemented SAP ERP system and structured LAN within all plant locations. All remote plants are connected through R/F link within Gujarat region. Plants located outside Gujarat region are connected through MPLS links. The network is capable of carrying Gigabit traffic.

We are also providing animal health care services to the village cooperative members of the Kaira Union and receive calls for their sick animals which are in turn attended by our veterinarians.

To support the activities related to the animal health care services being provided, we need to design, develop and implement softwares to manage the data and allocation of received calls at our centralized call center, online and offline data entry pertaining to calls allocated and attended by our veterinarians, through SIM based android device (Tablet) or laptop, and data pertaining to other logistics provided.

The software intended would include tablet and PC side masters, forms and reports as per our requirement for

1. Phone Calls management.
  - a. Call data entry on PC side
  - b. Allocation of calls to veterinarians through POP UP messages on their devices (Tablet/Laptop) and acceptance / rejection confirmation with both way log creation.
2. Animal Health care data management.
3. Veterinary Transport management.
4. Reporting: Final out puts would be required in the formats as per our requirement and suitable for uploading the data in our existing SAP (ERP) system.

## 2.ELIGIBILITY CRITERIA FOR BIDDERS

1. The Bidder should be Original Equipment Manufacturers (OEM) / Authorized Dealer (AUD)/ Distributor of OEM.
2. The bidder must have one office in Gujarat. Please attach the copies of any two of the following: Property tax bill/Electricity Bill/Telephone Bill/VAT/CST Registration/Lease agreement/copy of approved balance sheet of last financial years.
3. The Bidder should be a preferably a Registered company.
4. The Bidder should have direct support centers at Anand.
5. In case of support through service partners, details of customers supported by the service partners has to be attached.
6. The bidder should have complete know how about the in-out technical setup of Call Centre.
7. The bidder should have an authorized dealership/authorized reseller for Dialer system with 24X7 support team.
8. The bidder should have an in-house team of call management software to customized or do changes as per the requirement.
9. The bidder should have a certified trained engineer of the auto dialer system.
10. The company should have a complete core competency in handling Dialer Application & managing the database of software / vox recording / server handling/android application development.

### **3.BIDS SUBMISSION, SCRUTINY, EVALUATION & AWARD OF CONTRACT**

#### **3.1 INSTRUCTIONS TO BIDDERS**

Bidders are deemed to have fully read and understood the instructions, evaluation norms and other terms and conditions described in these documents before making their offer.

In case of any doubt they may seek clarifications from the Assistant Manager(AH) or the Deputy Manager (Systems) available at the Office of the Company at the following telephone numbers during office hours from 10.15 a.m. to 5.45 p.m.

Dr. R H Umale, Assistant Manager (AH) 02692 – 225652

Shri P M Dholakiya, Deputy Manager (Systems) 02692 – 225621

#### **3.2 e-TENDERING:**

3.2.1 Tender documents are available only in PDF format which Bidders can download free of cost from the websites <http://tender.amuldairy.com> from 30.04.2013 till 11.05.2013.

3.2.2 A hard copy duly filled in, along with Earnest Money Deposit in the form of DD or BG, has to be submitted in a sealed cover marked "**Tender No 2013-14/AH/CALL CENTER**" at the office of the Manager(Purchase) at the address given earlier , on or before 20.05.2013. not later than 15.00 Hrs.

#### **3.3 BID PRICES**

3.3.1 The bidder shall fill in the rates and prices for all items of works described in the Schedule of Rates, whether quantities are stated or not. Items, against which no rates or prices are entered by the bidder, will not be paid for by AMUL DAIRY when executed.

3.3.2 Price bids are invited in form under Annexure VI

#### **3.4 BID VALIDITY**

Bids shall remain valid and open for acceptance by Amul Dairy for a period of 90 days after the last date of submission of bids.



### **3.5 EARNMEST MONEY DEPOSIT /BID SECURITY or SECURITY DEPOSIT**

- 3.5.1 The bidders shall furnish, as part of the bid, Earnest Money Deposit (EMD) / Bank Guarantee of amount of ₹ 3,00,000/- (Rupees Three Lacs only) along with bid. No interest will be payable by AMUL DAIRY on the EMD /BG till it is retained with Amul Dairy.
- 3.5.2 The above EMD shall, be in the form of Bank Draft in favor of Kaira District Co-operative Milk Producers' Union Ltd., Anand. or in the form of Bank Guarantee from a Nationalized Bank or IDBI Bank or Axis Bank or HDFC Bank or ICICI Bank.
- 3.5.3 The EMD/BG of unsuccessful bidders will be returned without interest as promptly as possible, but not later than 60 days after award of contract to the successful bidder(s).
- 3.5.4 The bid security or security deposit of ₹ 3,00,000/- shall be payable only by the successful bidders to AMUL DAIRY whose offer/s is / are accepted . This would be payable by successful bidder/s irrespective of award of full or partial quantity of items under the bid to him and would be required to be paid within 10 days after formal intimation of acceptance of his bid , either by an email, fax , letter. The said bid security shall be retained with Amul Dairy till all contractual obligations from the bidders are satisfactorily discharged. This can be so returned back to a supplier within 180 days from the date of discharge of obligation.
- 3.5.5 The EMD may be forfeited in full or in part thereof if any bidder withdraws his bid during the validity period of bid or prior to award of contract which ever is earlier. The EMD may also be liable to be forfeited in full or in part when a bidder conveys their oral /written intentions to withdraw a bid after submitting the bid or refuses to accept or carry out obligations under the contract subsequently awarded /intended to be awarded to him or fails to execute the contract whether in full or in part.
- The EMD may also be forfeited if the successful bidder fails to furnish the required Security Deposit after award of the work or if the successful bidder(s) refuses to accept the contract for any reason.

### **3.6 SUBMISSION OF BIDS**

- 3.6.1 Submission of bids will be in sealed cover with Documents described and as per the time frame indicated. Bid shall be properly signed by competent authority who is authorized for the purpose & should bear seal of the company. Each page of the bid shall also bear initial signature of such person along with a company seal .
- 3.6.2 AMUL DAIRY may at its discretion, extend the deadline for submission of bids or modify tender conditions after due notification.

No request from any bidder for modification /rectifications of any term or clause or prices

of any item shall be allowed during any point of time , once the bid is submitted . No bidder shall also be allowed to withdraw the bid once submitted.

### **3.7 LATE SUBMISSION OF BIDS**

Any bid received by AMUL DAIRY after the deadline for submission of bids as prescribed , will not be accepted and documents submitted in physical forms will be returned to the bidder, unopened.

### **3.8 MODIFICATION AND WITHDRAWAL OF BIDS**

The bidder is not authorized to modify or withdraw the bid once submitted.

### **3.9 BID OPENING AND EVALUATION**

3.9.1 After opening and evaluation, the bid will be subject to verification of supporting documents submitted in physical forms. If any document is found missing or incomplete, the bid of the concerned bidder will be liable for rejection and he may be disqualified.

Verification and assessment of these documents will be made to establish eligibility of the bidder based on listed norms.

3.9.2 AMUL DAIRY shall have the sole discretion to decide the successful bidders based on total expenditure for the prices offered including applicable taxes / excise duty etc, market credentials of the supplier/ their product or any such other merits pertaining to the product offered.

### **3.10 AWARD OF CONTRACT**

a) Amul Dairy may by a Letter of Intent/Fax of Intent/email intimate the acceptance of Bid to the successful bidder. The purchase order will be subsequently forwarded and shall be acknowledged by the successful Bidder within the time limit specified

b) Amul Dairy reserves the right to decide award of contract / purchase order in full or in part as the case may be, in favour of single or any nos of prospective bidders without any liability to assign any reasons for so deciding and no claim from any bidder in this regard shall be entertained at any course of bidding process . AMUL DAIRY will also not be liable to compensate any bidder any amount of loss on this account or for any reasons .

### **3.11 MOBILISATION AND COMMENCEMENT OF WORKS:**

The successful bidder should be able to discharge their obligations for execution of the contract/purchase order within the period stipulated in the purchase order /Letter of

Intent. Amul Dairy also reserves the right to extend delivery period at its sole discretion.

### **3.12 GENERAL**

- 3.12.1 The bidder(s) shall bear all costs associated with the preparation and submission of their bid and Amul Dairy will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 3.12.2 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons officially concerned with such process until the award of the contract /purchase order to the successful bidder has been finalized
- 3.12.3 Any effort by a bidder to influence AMUL DAIRY in the process of examination, clarification, evaluation and comparison of contract may go to detriment of the bidder resulting in rejection of the bid.
- 3.12.4 The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and Amul Dairy shall be in English language only.
- 3.12.5 The management of AMUL DAIRY reserves the right to accept or overlook or reject any lower or single rate offered by any bidder without assigning any reason thereof.
- 3.12.6 The bidder is required to quote the rates strictly as per the terms and conditions mentioned in the tender documents. Conditional tender will not be entertained and will be disqualified
- 3.12.7 Amul Dairy shall have a right to make any changes, additions, deletions or modifications in any terms/conditions of the Bid and/or specifications as may be deemed necessary at its sole discretion at any time before awarding the purchase order.

### **3.13 THE TENDER DOCUMENTS**

Any error or discrepancy in description or quantity or omission in the tender document shall not vitiate the tender or relieve the Successful bidder from executing the purchase order placed subsequently and that requirement of supplying materials, equipments, tools and services if any ., have to fulfilled in accordance with the purchase order /contract items irrespective of any defects, omissions or errors that may be found in the contract documents.

The bidder is deemed to have studied, examined and understood the tender document and its contents, obtained his own information in all matters whatsoever that might have

bearing on the execution of the contract as expressly mentioned or the services which may have to be carried out to fulfill his contractual obligations , in stipulated time and within the extent of agreed rates and to have satisfied himself to the sufficiency for his tender offer submitted.

**3.14 BIDDING LIMITATIONS:**

A bidder shall not submit more than one TENDER-OFFER either in his individual capacity. No bidder may participate in the bid of another for the same bid In any relationship whatsoever.



## 4. GENERAL TERMS AND CONDITIONS

(These terms and conditions are generic in nature, which have been mentioned for the knowledge of the bidders and may be changed to specific terms and conditions with necessary changes with each Purchase Order as and when applicable)

### 1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

1.1 "AMUL DAIRY" means Kaira District Co-operative Milk Producers' Union Ltd. Anand.

1.2 "The Contract" means the contract / purchase order sent or intended to be sent by way of letter of intent sent initially by Amul Dairy, duly signed and includes all attachments and appendices thereto and all documents incorporated by reference therein in response to the offer submitted by the bidder

1.3 "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

1.4 "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to Amul Dairy under the Contract/purchase order

1.5 "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, replacement or repairing of the product , or providing proper counseling /training and other such obligations of the Supplier covered under the Purchase Contract;

1.6 "TCC" means the Terms and Conditions of Contract contained in this section;

1.7 "The Supplier" or "The Vendor" means the individual or firm supplying or intending to supply the Goods and Services under this Contract; and

1.8 "The Project Site" means various Plants/Offices of Amul Dairy.

### 2 Use of Contract Documents and Information

The Supplier will treat as confidential all data and information about Amul Dairy, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without prior approval of Amul Dairy.

### **3 Subcontracts**

3.1 The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with Amul Dairy's prior written consent.

3.2 The Supplier shall notify and obtain concurrence from Amul Dairy in writing of all subcontracts / Franchisees awarded under the Contract, if not already specified in the quotation. Such notification, in the original quotation or later, shall not relieve the Supplier from any liability or obligation under the Contract.

3.3 Subcontracts / Franchisees must comply with the provisions of TCC.

### **4 Delivery and Installation**

4.1 The Bidder should deliver the goods/services within stipulated time as mentioned in Special terms and conditions of Purchase Order.

4.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms of the Purchase order/Contract. The vendor should take responsibility of the Goods till it reaches the delivery destination as informed by Amul Dairy, Transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall also be arranged by the Supplier. Supplier shall also organize the Road Permits wherever required, any letter required for this will be given by Amul Dairy.

4.3 The Bidder should supply the goods within the time limit as prescribed in the purchase order. If the vendor fails to supply /install the items within such period, Amul Dairy will be authorized to impose a penalty of 1% of the order value for delay per week or part thereof in supply /installation of items subject to maximum of 5% of value of the items late delivered / installed.

4.4 Installation will be treated as incomplete in one/all of the following situations:

- Non-delivery of any hardware or other components and software modules mentioned in the order
- Non-delivery of supporting documentation
- Delivery, but no installation of the components and/or software
- ILL-integration
- System operational, but unsatisfactory to Amul Dairy

4.5 Amul Dairy will construe this as an inability of the Bidder to deliver or install the equipment within the specified time limit, resulting in to a breach of contract and would reserve the right for payment / reimbursement / recovery of liquidation Damages from the Bidder, as the case may be ,

The liquidation damages represent an estimate of the loss or damage that Amul Dairy may have suffered or is likely to suffer due to delay in performance of the obligations (relating to delivery, installation, operational, implementation, training, acceptance, warranty, maintenance etc. of the deliverables) by the Bidder.

4.6 Amul Dairy shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum as specified in Special Terms and conditions

4.7 Products shall be supplied in a ready to use condition along with all Cables, Connectors, Software Drivers, Manuals and Media etc.

4.8 The vendor shall integrate the hardware with the existing LAN / Dialer / Software infrastructure

## **5 Delivery and Documents**

The details of shipping and/or other documents to be furnished by the Supplier are specified hereunder.

- 1 Original copy of Supplier's invoices showing contract number, goods description, quantity, unit price and total amount,
- 2 Manufacturer's / Supplier's warranty certificate,
- 3 Inspection certificate issued by the nominated inspection agency, if any, and the Supplier's factory inspection report and Quality Control Test Certificates,
- 4 The vendor to submit insurance certificate along with delivery documents.

## **6 Price**

6.1 Prices quoted by the bidders should clearly specify per unit price of the item as being quoted and should also clearly indicate all local taxes, VAT, duties, levies, transportation costs and insurance costs as are applicable to help arrive at total landed price .

6.2 Once a contract price is arrived at, the same must remain firm and valid for a period not less than 180 days from the last date for submission of offer and must not be subject to any escalation during such period on account of fluctuation in foreign currency, change in the market conditions /cost of raw materials related to the materials or that of labour or any other components or spares or by any other reason.

6.3 The prices quoted shall be valid for a minimum period of Three Months from the last date for submission of offers/. In case a bidder wishes to validate his offer for longer period , the date till which the prices are valid shall be clearly indicated .

6.4 Octroi, alone, if applicable, will be made at actual, on production of suitable evidence of payment by the Supplier.

6.5 Further, subsequent to the orders being placed/agreement executed, the Bidder shall pass on to Amul Dairy all fiscal benefits arising out of reductions in Government Levies viz., Sales Tax, Excise Duty, Custom Duty etc. Otherwise rates are firm during the entire contract period.

## **7 Terms of Payment**

7.1 The standard payment terms are as below.

90 % of total value of purchase order ( only the basic price excluding the taxes excise duty or any of such components ) shall be cleared within 30 days after delivery, verification and installation of items at respective locations as may be prescribed in the purchase order The balance 10% can be cleared after satisfactory procurement of goods/services.(pl. see Annexure-III) All the payments will be made by Head office Amul Dairy, Anand

Vendor will be required to furnish the documentary proof of delivery, installation and acceptance duly signed by AMUL DAIRY officials while claiming the payment.

7.2 Supplier will be entirely responsible for all applicable present and future, duties, levies, charges, license fees, VAT etc. in connection with delivery of goods at site including incidental services and commissioning.

7.3 The Bidder is expected to accept the payment terms and the financial bid submitted must be in conformity with the payment terms as above indicated. Any deviation from the proposed payment terms would not be entertained and accepted. Amul shall have the right to withhold / retain any payment in full or in part due to the Bidder, in case if he fails to comply the acceptance criteria or execution of contracted obligations including installations/providing required services or training or to deliver required product within prescribed time limit. Vendor shall not have any right to claim back such withheld payment or damages caused to him due to such withholding.

7.4 All Payments will be made to the Bidder in Indian Rupee only.

## **8 Technical Information**

8.1 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., has to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

8.4 In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the



technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.

## **9 Acceptance**

9.1 The acceptance / performance test will be performed after completion of installation and commissioning of all the components of the solution at the sites of installation. Complete hardware and Software as specified in the tender have to be supplied, installed and commissioned properly by the Bidder prior to commencement of the tests. The acceptance test will be conducted by Amul Dairy, their consultant or other such person nominated by Amul Dairy at its option as per the acceptance criteria as defined. The acceptance will involve trouble-free operation for seven consecutive days at site. The Bidder will be responsible for setting up and running the acceptance test without any extra cost to Amul Dairy.

9.2 In the event of hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which Amul Dairy reserves the right to get the corresponding component replaced by the Bidder at no extra cost to Amul Dairy or to cancel the order and recall all the payments made by Amul Dairy to the bidder.

9.3 Proceedings for carrying out finalization of successful acceptance tests for the installed components shall also be the sole responsibility of the bidder and this shall be at his cost.

9.4 Amul shall have a right to inspect, make verifications and carry out testing for material supplied at their destination and, if so necessary, may also reject the product .Bidder will have no right to challenge such rejections merely on the grounds of such goods having already been tested, inspected or cleared earlier in past consignments at any of its other locations prior to the shipment of the goods against purchase order placed out of this bid.

## **10 Acceptance Certificate**

On successful completion of acceptability test, receipt of deliverables etc. for the equipment and after Amul Dairy is satisfied with the working on the system, the acceptance certificate signed by the Bidder and the representative of Amul Dairy will be issued. The date on which such certificate is signed shall be deemed to be the date of acceptance of the system and the WARRANTY of the Hardware starts from that date.

## **11 Governing language**

11.1 The Contract shall be written in English. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in English.

11.2 The technical documentation involving detailed instruction for operation and maintenance, users' manual etc. is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.

## **12 Applicable laws**

12.1 The Contract shall be interpreted in accordance with the laws prevalent in India.

12.2 Compliance with all applicable laws: The Bidder shall undertake to observe, adhere to, abide by, comply with and notify Amul Dairy about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Tender and shall indemnify, keep indemnified, hold harmless, defend and protect Amul Dairy and its employees/ officers/ staff/ personnel/ representatives/ agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

12.3 Compliance in obtaining approvals/ permissions/ licenses: The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of execution of this contract/ purchase order or for the conduct of their own business under any applicable Law, Government Regulation/ Guidelines and shall keep the same valid and in force during the term of the contract , and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate Amul Dairy and its employees/ officers/ staff/ personnel/ representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and Amul Dairy will give notice of any such claim or demand of liability within reasonable time to the bidder.

## **13 Inspections and tests**

13.1 Inspection and Quality Control tests at the time of final acceptance are as follows:

Inspection of Goods as may be necessary including functional testing, as per the standard practices may be done by Amul Dairy after delivery of ,contracted goods Dairy/ Amul Dairy's Consultants /Testing Agency.

In the event of the hardware and software failing to pass the acceptance test, as per the specifications given, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which, Amul Dairy reserves the right to cancel the Purchase Order.

13.2 The Supplier shall provide complete and legal documentation of Systems, all subsystems, operating systems, compiler, system software and the other software. The Supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The Supplier shall also indemnify Amul Dairy against any levies/penalties on account of any default in this regard.

## 14 Warranty

14.1 The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

The Bidder further warrants that all the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by Amul Dairy's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing at the final destination.

14.2 On-site comprehensive warranty: 3 Years onsite support for Servers / Auto Dialers / Call Management Software / Desktop Computers, 1 Year for Tablets & 2 Years for UPS

14.3 During the Warranty period, the Bidder will have to undertake system maintenance and replacement or repair of defective parts or systems.

14.4 Amul Dairy shall promptly notify the Bidder in writing / e-mail / fax of any obligations arising under this warranty.

14.5 Upon receipt of such notice the Bidder shall, as mentioned below, repair or replace the defective goods or parts thereof, without any cost to Amul Dairy at the earliest.

14.6 The Bidder must provide the following warranties:

- (a) The equipment proposed is complete in every way.
- (b) The hardware/software specification, capabilities and performance characteristics are as stated in the Bidder's proposal and accompanying documentation.

14.6 If during operation, the down time of any technology of equipment/software's/component thereof does not prove to be within reasonable period, the Supplier shall replace the unit of component with another of at least the same performance and quality, at no cost to Amul Dairy.

14.8 Free on-site maintenance services shall be provided by the Supplier during the period of warranty. After the expiry of warranty period, the vendor will enter into AMC agreement with Amul Dairy for providing post warranty maintenance of equipment viz. Computer Systems, Peripherals, UPS, Systems Software & other software, at the discretion of Amul Dairy. The AMC charges / rates should be quoted separately, if required by Amul Dairy.

## **15 Force majeure**

If the performance as specified in this order is prevented, restricted, delayed or interfered by reason of Fire, explosion, cyclone, floods, War, revolution, acts of public enemies, blockage or embargo, any law, order, proclamation, ordinance, demand or requirements of any Government or authority or representative of any such Government including restrict trade practices or regulations, strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein, or any other circumstances beyond the control of the party affected, then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected uses its best efforts to remove such cause of non-performance and when removed the party shall continue performance with utmost dispatch.

If a Force Majeure situation arises, the Bidder shall promptly notify Amul Dairy in writing of such condition, the cause thereof and the change that is necessitated due to the conditions. Until and unless otherwise directed by Amul Dairy in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

## **16 Penalty for Default Delivery**

If the vendor fails to deliver the items within stipulated period, Amul Dairy will impose a penalty of 10% of the order value for the late delivered item for each weeks delay or part thereof, subject to maximum of 5% of value of the late delivered items.

In case the delay exceeds five weeks, Amul Dairy reserves the right to cancel the order and in such a case, the vendor will have to repay Amul Dairy the advance paid, if any, with 12% p.a. interest, unconditionally. In such an event vendor will not be entitled to or recover from Amul Dairy any amount by ways of damages, loss or otherwise. If orders are cancelled due to non delivery, the vendor will be debarred by the Amul Dairy for participating in any future tenders floated by Amul Dairy.

## **17 Termination**

Amul Dairy may at any time terminate the contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Amul Dairy.

Amul Dairy reserves the right to cancel the contract in the event of happening one or more of the following Conditions:

Failure of the successful bidder to accept the contract and furnish the Performance Guarantee within specific days of receipt of purchase contract as stated in the Purchase order; Delay in offering equipments for pre-delivery Inspection; Delay in delivery beyond the

specified period; Delay in completing installation / implementation and acceptance tests / checks beyond the specified periods; Serious discrepancy in hardware noticed during the pre-dispatch factory inspection; and In addition to the cancellation of purchase contract, Amul Dairy reserves the right to appropriate the damages through encashment of performance Guarantee given by the Bidder.

## **18 Resolution of Disputes**

It will be Amul Dairy's endeavor to resolve amicably any disputes or differences that may arise between Amul Dairy and the Bidder from misconstruing the meaning and operation of the Tender and the breach that may result.

In case of Dispute or difference arising between Amul Dairy and a Supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between Amul Dairy and the Supplier OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by Amul Dairy or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Anand, Gujarat and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Not with standing anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Anand, Gujarat only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## SPECIAL TERMS AND CONDITIONS

### 1 Cost Details

The price should includes all levies/ taxes like Service tax, VAT, Sales Tax, Transportation, Customs, Excise, traveling charges, support service during warranty etc. Item wise breakup of all applicable taxes must be mentioned in the Invoice.

Octroi, if applicable, will be reimbursed extra at actual, on production of original receipt which should be in the name of Amul Dairy.



## TECHNICAL SPECIFICATIONS

### 1. Dialer Application Server, Application Server, Database Server

(If there are any additional requirement for the servers that you are supplying then changes can be made in the model & quote can be forwarded accordingly)

#### Server Specifications

Form factor/height	2U Rack
Processor	6 - Core Intel Xeon processor E5-2420 @ 1.9 GHz
Number of processors	2
Cache	15 MB L3
Memory	2x 8 GB DDR-3 LRDIMM memory Max up to 384GB 3DDR-3 via 12 DIMM slots
Expansion slots	2 - 4 x8 PCIe slots +x4 slotless RAID
Disk bays (total/hot-swap)	8 x 3.5-inch/SSD hot-swap SAS/SATA HDDs
Number of Hard Disks	2 (3.5-inch 300GB SAS HDDs)
Maximum internal storage	Up to 24 TB disk (value model), up to 42 TB (storage-rich model)
Network interface	Intel Ethernet Controller I350 Dual 1Gb on board + Intel I-350 Embedded Dual Port GbE Activation for IBM System x Feature on Demand (FoD)
Power supply	550 W 80 PLUS® certified PSU
Number of Power supply	2 (Hot-swap)
Hot-swap components	Power supplies, hard disk drives
RAID support	Integrated 3 Gbps software RAID-0, -1, -10 & Hardware RAID-5
Operating systems supported	Microsoft Windows Server, Red Hat Linux, SUSE Linux, VMware
Warranty	3-year customer replaceable unit and onsite limited warranty, next business day 9x5, service upgrades available (3-3-3)

02	<b>Auto Dialer Software</b>	<p><b>Qty :- 1 Pcs (1 Admin Module &amp; 20 Client)</b></p> <ol style="list-style-type: none"> <li>1. Admin Module (Included)</li> <li>2. Welcome Message</li> <li>3. Functional on Domestic PRI Lines / Toll Free Lines</li> <li>4. Capable of receiving multiple calls at same times.</li> <li>5. Welcome Messages (Customized)</li> <li>6. In calls menu selection option.</li> <li>7. Call Waiting</li> <li>8. CLI Display</li> <li>9. Scripting Function</li> <li>10. Call Transfer (hot transfers)</li> <li>11. 2 Way Calling</li> <li>12. Call Barging</li> <li>13. Call Recording</li> <li>14. Capable of making outbound/inbound calls</li> <li>15. Call Waiting</li> <li>16. Line Hunting</li> <li>17. Report Generation</li> </ol>
03.	<b>Branded Desktops</b>	<p><b>Configuration</b></p> <p>Intel Core i3 3<sup>rd</sup> Generation  2 GB DDR-3 RAM  Minimum 250 GB Hard Disk  18.5" LED  Keyboard , Optical Mouse with Scroll Button  Windows 7 Professional OEM  3 Years Onsite Warranty</p>
04.	<b>UPS</b>	<p>600VA UPS for Desktop Computers  Input Voltage – 150V to 280V  Storage Capacity – 600VA  Battery Backup – Minimum 20 Minutes for a PC</p>
05.	<b>Call Management Software</b>	<p>Online Software / Application  User Creation  Call Agent Login, Call Allocator Login, Doctor Login  Online Application &amp; Android Application  Details of the inbound calls  Call Allocation Facility  Case Papers Submission  Single / Multiple Case ID Generation  Doctor Car Route Login, Software Manual &amp; Reports</p>
06.	<b>PRI Cards / E1 Cards / Dialogues Card (with minimum 30 Channels)</b>	<p>Qty :- 2 PCs  Should have minimum of 30 Channels per cards.</p>
07.	<b>Head Phone (With MIC)</b>	<p>Qty :-20 PCs  Comfortable in wearing with Good Sound Quality</p>
08.	<b>Tablets</b>	<p>Qty :- 130 PCs  Branded Min.7" Android based tablet with 2G SIM slot with calling facility, Min 4GB Storage, Cover &amp; Keyboard</p>



09.	<b>MS Windows 2008 Server (Std)</b>	Microsoft windows 2008 Standard Edition Qty :- 2 No's
10.	<b>Cal License for Win-2008</b>	Microsoft cal licenses for MS 2008 Qty :- 20 PCs
11.	<b>24 Port GigaBit Manage Switch</b>	Branded 10/100/1000 24 Port Gigabit Switch Qty :- 2 PCs



**Annexure-II**

Forwarding Letter  
(To be submitted on company's letter head)

To:

Manager (Purchase)

Kaira District Co-op. Milk Producers' Union Ltd.,

Amul Dairy,

Anand – 388 001

Gujarat

Phone : (02692) 225602

Dear Sir,

Sub: Tender for supply of Hardware & Technology Setup For Setting Up Call Centre

This is in reference to your above mentioned tender for the procurement of Servers / Desktops / Network Components / Auto Dialer / Head Phones / Technology Setup / Call Management Software, Having examined the tender document, the receipt of which is hereby duly acknowledged, we the undersigned, hereby submits our proposal along with necessary supporting documents.

Further, we agree to abide by all the terms and conditions as mentioned in the tender document. We have also noted that Amul Dairy reserves the right to consider/ reject any or all applications without assigning any reason thereof.

Authorized Signatory

Name:

Designation:

Date :...../...../2013

**Seal**

**Acceptance Criteria**

The acceptance will be given after physical delivery of the items at respective location, successful installation, configuration of the Hardware / Software and Integration with existing LAN/WAN at respective Amul Dairy Offices/Plant locations mentioned below.

<b>Sr.No.</b>	<b>Nature of Activity</b>	<b>Remarks</b>
1	Physical Delivery of the hardware / Software / Auto Dialer items as per the PO and technical configuration.	The vendor has to deliver and install the items mentioned in the PO at Amul Dairy premises.
2	PC/Laptop/Auto Dialer /Tablets / Call Management Software Configuration and Installation related issues	The vendor will configure the PC / Laptops with the existing LAN/WAN and install related drivers on user's PC/ Laptops/Tablets. Vendor shall hand over all the accessories, driver CDs/DVDs, manuals etc. to Amul Dairy officials.
3	Acceptance/Installation Report	As a confirmation to the above activities mentioned at Sr. 1 & 2, vendor shall obtain duly signed acceptance report, from the Amul Dairy officials of respective locations and submit the same at the time of claiming final payment.

## Annexure-IV

### **Undertaking of Authenticity for Desktops and other Hardware** (To be signed by authorities not lower than the General Manager of the Vendor)

With reference to the Servers, Desktops, Auto Dialer, Call Management Software & technology setup being quoted to you vide our quotation No. \_\_\_\_\_ dated \_\_\_\_\_, we hereby undertake that all the components / parts / assembly / software used in the Servers, Desktops, under the above like Hard disk, Memory etc., shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate [eg., product keys on certification of authenticity in case of Microsoft Windows operating system] and also that it shall be sourced from the authorized source (eg., authorized Microsoft channel in case of Microsoft operating system).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery/installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery or within a reasonable time.

In case of default and we are unable to comply with above at the time of delivery or during installation for the IT hardware / software already billed, we agree to take back the Desktops, laptops and monitors without demur, if already supplied and return the money if any paid to us by you in this regard.

We (Vendor name) also take full responsibility of both parts & service SLA as per the content even if there is any defect by our authorized service centre / reseller / SI etc.

Authorized Signatory

Name

Designation Place

**Seal**

## Commercial Bid

## Servers, Desktops, Tablets, Auto Dialer Software, Call Management Software and other devices.

Sr. No.	Item Description	Qty (Nos)	Unit Cost	Total Cost	Tax / Excise etc.	Total Cost with Tax
1	Servers	03				
2	1TB 3.5" NL SAS HDD for above servers	01				
3	2TB 3.5" NL SAS HDD for above servers	01				
4	3TB 3.5" NL SAS HDD for above servers	01				
5	8 GB DDR-3 LRDIMM Module for above servers	01				
5	Branded Desktop	13				
6	600VA UPS	13				
7	Auto Dialer Software (Admin + Client)	13				
8	PRI Card / E1 Card / Dialogic Cards	02				
9	Head Phone with MIC	13				
10	Branded Tablet	125				

11	MS Windows 2008 Server (Std-License)	02				
12	Cal License(Win 2008)	20				
13	Gigabit Switch	2				
14	Setup Charges including Develop, Installation & Training					

**Note : Bidders are requested to note the following**

1. All the details must be provided as per format.
2. Masked commercial bids must be given with technical bid. All the rates must be quoted in INR.
3. The entire technical setup of the technology required has to be done by the bidder.

Place :

Date :

**Signature with Seal**