

**BHOPAL SAHAKARI DUGDH SANGH MARYADIT**

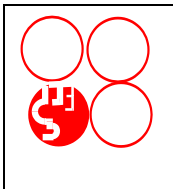
**HABIBGANJ, BHOPAL 462024**

AN ISO 9001 : 2015 Certified Organization

E-mail: [engg.bsds@gmail.com](mailto:engg.bsds@gmail.com)



***Tender for technical consultancy services (dairy plant civil, mechanical & electrical works) for dairy products building, milk powder plant, various milk chilling center and cattle feed plant civil and mechanical works.***



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**Ref No: Engg/2022/02**

**Dated: 12.02.2022**

***Short Term E-TENDER 2nd call***

Online Tenders are invited for appointment of Technical Consultant for various Civil, Mechanical & Electrical Works at Bhopal Sahakari Dugdh Sangh from reputed consultant. The tender documents containing the terms and conditions can be purchased online & downloaded through following website <http://www.mptenders.gov.in> from 12-02-2022 onwards. The tender will be opened in the office of the undersigned as mentioned in tender time schedule (key date). The detailed Tender Form can be seen (only for reference) at our [www.sanchibhopal.com](http://www.sanchibhopal.com). Any changes in tender documents will be notified on above website only and not at any other sources/platforms, hence bidders are requested to visit the site regularly. The Chief Executive Officer Bhopal Sahakari Dugdh Sangh Maryadit has all the right to accept or reject any or all bids.

<b>Name of item</b>	<b>EMD (Rs)</b>	<b>Tender Fee (Rs)</b>	<b>Bid submission due date &amp; time</b>	<b>Technical Bid opening Date &amp; time</b>
Appointment of Technical Consultant for various Civil, Mechanical & Electrical Works	300000/-	2000/-	19-02-2022 05:00 PM	21-02-2022 03:00 PM

**CHIEF EXECUTIVE OFFICER**

**Eligibility Criteria for Selection of Technical Consultant**

<b>SL No</b>	<b>Particulars</b>	<b>Status</b>
1	<i>The bidder should be an established Dairy Civil, Mechanical &amp; electrical consultant with minimum Five Years (2017-18 to 2021-22) of experience in providing Technical Consultancy services for establishment of automatic Dairy plant including Milk Process, Powder plant, Mechanical electrical and Other Services. The consultancy firm shall have a subject expert in Dairy engineering, civil, mechanical, electrical, milk processing, milk products and powder plant subjects as well cattle feed plants.</i>	<i>Proof of document to be furnished in which one PO should be of previous 3 Financial Year .Bio-data of subject experts employed in the firm shall be attached.</i>
2	<i>Consultant Firm or Key consultants of key personnel should not be associated with supply / erection of any equipment for the Dairy plants. Consultant Firm shall be technical consultancy service firm only and not supply firm.</i>	<i>Confirm</i>
3	<i>The Technical Consultatant's shall have an experience of Providing consultancy services for establishment of Automated Dairy Projects (Milk, cream, butter ghee, powder etc. processing packing) Sucessfully with Minimum two project with an outlay of 50 Crores of govt institution, /co-operative sector / reputed companies.'</i>	<i>Proof of document to be furnished.</i>
4	<i>Documents in respect of achievement of financial years a minimum each year financial turnover (in consultancy services only) not less than 200 Lac for last three years.</i>	<i>Proof of document to be furnished.</i>
5	<i>Reports on Financial Standing of the bidder such as profit and loss statement, balance sheets and auditors/CA report of the past three years/ bankers' certificates etc.</i>	<i>Proof of Document to be furnished.</i>
6	<i>The bidder shall have GST &amp; PAN No details and any other statutory regulation approvals if necessary are to be Attached</i>	<i>Proof of Document to be furnished.</i>

*Preference shall be given for experience & merit, not on any other consideration*

### **1. Brief Description of Organisation:**

The milk & milk products and Milk Powder are manufactured and marketed by the milk union under “Sanchi” and “Sneha” brand names respectively.

Bhopal Milk Union is procuring more than 4 Lac kilograms of milk daily from its more than 95000 milk producers associated to dairy cooperatives, widely spread across 11 districts of the state which consists of two divisions (Bhopal and Narmadapuram). The present coverage of dairy cooperatives is limited to about 9% of the total villages in the state. About 3.20 Lac litres of milk is daily sold locally thus, disposing the balance quantity under State/ National Milk Grid arrangements and product making. The annual sales turnover during 2020-2021 was Rs.800 Crore.

### **Our Plans for upcoming three financial years are as follows:**

- Setting up of new 20 MTPD Powder Plant.
- Setting up of new Product Dairy Building with advance machines.
- Construction of new administrative building at BSDS premises.
- Construction of Cattle Feed godown and various civil & mechanical works at Cattle Feed Pachama.
- Various civil & mechanical works at different milk chilling centres.
- Any other project that will sanction in upcoming financial years.

### **Value of the works:**

Total value of above works for three financial years will be Rs.80 Crore approximately.

**Validity of the works:** The validity of the work is initially for Three years which can be extended for next Two (one + one) year based on requirement of the work and mutual consideration of both parties.

### **2. Scope of Contract & Instructions to tenderer:**

The Project shall be executed on single responsibility basis and this contract shall cover providing technical services for –

1. Basic Design of the plant and concept.
2. The scope includes preparation of Detailed Project Report.
3. Furnishing of conceptual layout along with machinery location.
4. The scope includes providing specification of equipments, details of space required for erection, detailing of equipments required, preparation of tender document, etc.
5. The consultant shall have to furnish two copies of tender documents along with PDF copy for tender purpose and detailed layout of the project building/machines.

6. Assisting in tender process, which includes Scrutiny/evaluation of technical tenders opened by BSDS, verification of bidder's credentials, preparation of comparative statement with recommendations and providing technical bid recommendations to facilitate to open commercial bids & its evaluation.
7. Consultant shall check and approve all required design documents such as P&ID, GA drawings, Design Calculations, Layout details, Foundation details, Piping Drawings, Valve battery drawings, etc all submitted by the final selected vendor. Consultant shall provide comments wherever required.
8. Periodical Inspection & Supervision of equipments erection including major Equipment inspections before dispatch. (Visit to be planed once in a month by consultant as per project requirements). Equipment inspection to be done at vendor premises if desired by client, will be on payable basis (only visit expenses like travel tickets (airfare), lodging, boarding, food charges and local conveyance) or will be included in supply contract (Payable by the supply vendor). No charges for any inspection in Madhya Pradesh State.
9. Consultant shall assist in commissioning of the plant as when need arises. However vendor to achieve the parameters as mentioned in the tender documents.
10. After the completion of the Project work, for mechanical work & electrical works as built drawings shall be provided by the vendor as part of their scope and the same shall be checked by the consultant.
11. Consultant will have also to Provide the following minimum requirement for the mentioned projects:
  - Contour survey drawing (in AutoCAD file format) for the entire proposes site area including building and road outline of nearby areas.
  - Soil analysis report with minimum 5 bores taken in proposed site premises.
  - Soil Electrical Conductivity report
  - Water analysis report for summer, winter and rainy seasons for the proposed site premises.
  - Product details along with the capacities required to be made in the new plant.
  - Any other inputs required.
12. The Bill preparation & Bill verification of work will be in consultant scope.

13. For verification & supervision of work regular staff has to be provided by consultant in the site. Who will regularly observe the work, Quality strictly as per design & taking actual measurement of the work executed & prepare the bill which will minutely by consultant.
14. For following work the presence of consultant should be required.
  - A.** For determine the depth of foundation as per structure, reinforcement fixing at column footing, beam and slab. Consultant should be satisfied himself & after his satisfaction in written the work will be performed.
  - B.** The plant shall be designed by incorporating all the latest and important features of the current development in the field, should also be cost effective, energy efficient with automatic process. Design shall confirm to the statutory requirements.
15. To prepare requirement and specifications of all equipment/ machineries/storage facilities (including utilities like refrigeration system, steam generation, air, water etc.) for incorporating in the tender document.
16. To draw automation scheme for all products for operations material movement details, packing, storage and dispatch are to be planned for hygienic and no human touch operations within the cost estimates.
17. To approve layouts foundations drawings including loadings
18. The plant shall be designed in accordance with the prevailing legal aspects as required shall confirm suitability for the Food Safety Standard Laws
19. To advise and assist in framing all legal requirement of the project.
20. Consultant who are black listed in any of the milk union, government organization, cooperative, federation should not participate.

### **3. Project Time Scale :**

The complete Plant supply, erection and commissioning including trial run shall be estimated to complete within 24 MONTHS time (or as per the situation at that time). However, the same can be extended mutually depending on the project awarded to vendor and other factors which shall be discussed from time to time.

### **4. Preparation of Proposal :**

Consultants shall submit tenders, proposals / information / documents written in the language(s)-ENGLISH.

#### 4.1 Technical Proposal

4.11 In preparing the Technical Proposal, consultants are expected to examine the documents comprising in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4.12 While preparing the Technical Proposal, consultants must give particular attention to the following:

- I. If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other consultants or entities in a joint venture or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. Consultants must obtain the approval of the client to enter into a Joint Venture with consultants not invited for this assignment.
- II. For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the consultant.
- III. It is desirable that most of the key professional staff proposed be permanent employees of the Consultant or have an extended and stable working relation with it.
- IV. Proposed key professional staff must have minimum 10 years of experience.
- V. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- VI. Reports to be issued by the consultants as part of this assignment must be in the language(s) specified.

4.13 The Technical Proposal should provide the following information using the Standard Forms:

- I. A brief description of the consultant's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and Consultant's involvement.
- II. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client
- III. A description of the methodology and work plan for performing the assignment
- IV. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff member, and their timing
- V. CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal. Key information should include number of years working
- VI. Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member.



4.14 The Technical Proposal shall not include any financial information.

#### **4.2 Financial Proposal**

4.21 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the tender documents. It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment.

4.22 Consultants shall express the price of their services in Indian Rupees.

4.23 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

#### **5. Submission, Receipt, and Opening of Proposals :**

5.1 The original Proposal (Technical Proposal and Financial Proposal) shall be prepared as per the formats and price schedules. And submit through e-procurement portal.

5.2 An authorized representative of the Consultant initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

5.3 For each Proposal, the Consultant should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

5.4 The completed Technical and Financial bid shall be uploaded in the e-procurement portal before closing time for submission of bids along with necessary EMD and tender fee. An EMD of RS 300000/- (Rupees Three Lac Only) has to be deposited online along with bid. EMD will not form the part of Bid Security.

5.5 The Financial bid should not be made available in the Technical bid.



5.6 After the deadline for submission of tenders the Technical bid will be opened on the date fixed, by the evaluation committee. The Financial bid shall be opened on completion of evaluation process on the date.

5.7 Bid Security:

**(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be 05% of Order Value:**

Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. Security Deposit may be furnished in anyone of the following Terms:

- i. Cash Deposit receipt, Pay Order, Demand Draft duly pledged in favor of Bhopal Sahakari Dugdh Sangh Maryadit.
- ii. The Bank Guarantee shall be kept valid until the due date for refund of Security Deposit.
- iii. No interest shall be allowed on Security Deposit. BSDSM shall not be responsible for any loss of Securities due to liquidation for any other reasons, whatsoever or any depreciation in the Value of the securities while in their charge or for any loss of interest thereon.

All compensation or other sum of money payable by the Consultant to BSDSM under the terms of this contract or under any other contract with BSDSM may be deducted from the Security Deposit or from the interest arising there from or from any sum which may be due or may become due to the Consultant by BSDSM and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid the Consultant shall within 7 days thereafter make good in cash or in securities endorsed as aforesaid any sum by which the Security Deposit has been reduced.

**(2) Security Deposit has to be deposited before start of work.**

**Refund of Security Deposit:**

The Security Deposit mentioned in condition above may be refunded to the Consultant after a period of 6 months on termination or expiry of the contract provided that the Consultant shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

**6. Proposal Evaluation:**

- 6.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the Consultant to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

6.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

#### Evaluation of Technical Proposals

6.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference,

#### Public Opening and Evaluation of Financial Proposals; Ranking

6.4 After the evaluation of quality is completed The Client shall notify the consultants that have qualified, indicating the date and time set for opening the Financial Proposals.

6.5 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

6.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have quoted all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors.

6.7 The lowest Financial Proposal will be considered and the Consultant will be invited for negotiations if required.

6.8 Negotiations will be held at BSDSM. The aim is to reach agreement on all points and sign a contract.

6.9 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.10 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a

contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the consultant may be disqualified.

6.11 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the Consultant whose proposal received the second highest score to negotiate a contract.

### **7. Award of Contract :**

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation.
- 7.2 The work order to be released separately for each work time to time as per requirement of BSDSM.
- 7.3 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet. Successful bidder has to sign an agreement on non-judicial notarized stamp paper of Rs 1000/- with BSDSM within 7 days of allotment of work. Format will be provided by BSDSM.

### **8. Confidentiality :**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

### **9. Arbitration:**

- 9.1 It should be clearly understood that in the event of a successful bidder failing to accept and execute the supply order, then decision of the Chief Executive Officer, Bhopal Sahkari Dugdha Sangh Mydt., in this respect will be final and binding on the successful bidder.
- 9.2 In any case of dispute between material/services supplier and Bhopal Sahakari Dugdha Sangh matter will be presented to MD, MPCDF for resolution, In case no resolution action will be taken as per Arbitration Act. 1996.
- 9.3 For all disputes, the venue for legal course shall be at Bhopal.

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. General Provisions**

#### **1.1 Definitions**

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

- A. "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- B. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- C. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- D. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- E. "GC" mean these General Conditions of Contract;
- F. "BSDSM" means the Bhopal Sahakari Dugdh Sangh Maryadit.
- G. "Local currency" means Indian Rupees;
- H. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.
- I. "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
- J. "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- K. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- L. "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A;
- M. "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.
- N. 'Third party' means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.
- O. "Client" means CEO, Bhopal Sahakari Dugdh Sangh.
- P. "Consultants" means the successful bidder whose bid will be lowest one (L1).

## **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## **1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

## **1.5 Location**

The Services shall be performed at such locations as are specified from time to time and, within Madhya Pradesh, as the Client may approve.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

## **1.7 Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2.0. Commencement, Completion, Modification and termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both parties and such other later date as may be stated in the SCC.

### **2.2 Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

### **2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

During the period of their inability to perform the Services because of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Suspension**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

## **2.7 Termination**

### **2.7.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) if the Consultants (or any of their members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of Govt of MP, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive Govt of MP of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **2.7.2 By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer



period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach.

(c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

- (i) Such rights and obligations as may have accrued on the date of termination or expiration.
- (ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;
- (iii) The Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and
- (iv) Any right which a Party may have under the Applicable Law.

### **2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

### **2.7.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client)):

- (a) Remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination.
- (b) Reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (c) Except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### **2.7.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and

this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. Obligations of the Consultants**

#### **3.1 General**

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

#### **3.2 Conflict of Interests**

##### **3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

##### **3.2.2 Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

##### **3.2.3 Consultants and Affiliates not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

### **3.2.4 Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in Govt of MP which would conflict with the activities assigned to them under this Contract; and
- (b) After the termination of this Contract, such other activities as may be specified in the SC.

### **3.3 Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

### **3.4 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
- (b) Appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
- (c) Any other action that may be specified in the SC.

### **3.5 Documents Prepared by the Consultants to be the Property of the Client.**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Client shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Consultant, together with a detailed inventory thereof. The Client may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

### **3.6 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an Inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise

instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

#### **4. Consultants' Personnel and Sub-consultants**

##### **4.1 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Service

##### **4.2 Working Hours, Overtime, Leave, etc.**

(a) Working hours for the key personnel shall be minimum 8 hours per day. Holidays for Key Personnel as applicable shall be acceptable.

#### **5.0 Obligations of the Client**

##### **5.1 Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) Assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) Provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

##### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

##### **5.3 Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other

sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GCC 6.1(c) hereinafter.

#### **5.4 Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract.

#### **6. Payments to the Consultants:**

In consideration of the satisfactory performance of the costs, duties, responsibilities and functions aforesaid by the Consultant, BSDSM shall pay to the Consultant a consultancy service fee as per the fee structure mentioned below. As applicable from time to time of the overall actual /estimated cost (Total cost of Project only will be considered for fee calculation).

#### **6.1 Progressive payment.**

The Progressive Payment terms of tender are as under.

- a) 95% of basic cost of project estimate (Limiting to the consultancy of work entrusted) on pro-rata (on following manner) on actual services rendered by the consultant, break up for the same shall be as follows:
  - 1) 15% of 95% will be paid against- submission of the project report documents and basic drawings such as civil work, machinery/equipment layout and movement areas.
  - 2) 15% of 95% on preparation of preparation of technical specifications and tender documents.
  - 3) 10% of 95% on finalization of tender, technical evaluation of the technical bids.
  - 4) 40% of 95% on pro-rata basis of progress of the project along with running bills.
  - 5) 20% of 95% become payable within 01 months after satisfactory commissioning.
- b) The balance of the fee shall become payable after one year OR after warranty period is over.
- c) While making the final payment to the consultant, the fee shall be paid /adjusted as per the Total Cost of actual expenditure (including Taxes, duties, freight, transportation, insurance, packing forwarding etc.,) and or on the estimated project cost whichever is higher.

#### **6.2 Currency of Payment**

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees

## **7. Settlement of Disputes**

### **7.1 Consequential Damages**

It is specially understood that neither party shall be at any time liable to the other for any loss of profits or any similar indirect damages incurred or suffered consequently by either party in respect of the plant or work there under.

### **7.2. Force Majeure**

The terms and conditions mutually agreed upon in respect of this quotation shall be subject to 'Force Majeure'.

Neither Consultant nor Client shall be considered in default in the performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, accident at works, break-down of machinery, embargo, tempest, default by sub-suppliers, lockout, epidemic, accident, fire, cyclone, flood or because of any law, order, proclamation, regulation or ordinance of any Government or of any sub-division thereof or because of any Act of God or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected.

The party affected may notify the other within 15 days of the occurrence of the contingencies and of the obligation, performance of which is thereby delayed.

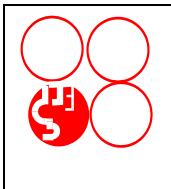
Should one or both the parties be prevented from fulfilling their obligations by a state of Force Majeure lasting continuously for a period of three(3) months, the two parties should consult with each other regarding the future implementation of the contract.

### **7.3 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

### **7.4 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.



**BHOPAL SAHAKARI DUGDH SANGH MARYADIT**

**HABIBGANJ, BHOPAL 462024**

AN ISO 9001 : 2015 Certified Organization

E-mail: [engg.bsds@gmail.com](mailto:engg.bsds@gmail.com)

**Form – A**

**(To be uploaded -mandatory)**

Chief Executive Officer  
BSDSM, Bhopal

Date:

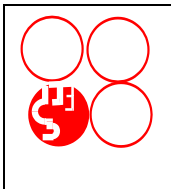
Dear Sir,

I/We hereby furnish below some particulars about our company/unit which will form a part of our offer submission:

1. Name of the Co./Unit : \_\_\_\_\_
2. Address of the Co./Unit : \_\_\_\_\_  
\_\_\_\_\_
3. Telephone Nos.(with STD Code): \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
Email ID : \_\_\_\_\_
4. Name of the CEO/Proprietor/ : \_\_\_\_\_  
Partner
5. Name and designation of other : \_\_\_\_\_  
Authorized signatory of the Co./Unit
6. Particulars of Regn. Certificate : \_\_\_\_\_  
Issued by the competent authority  
(Regn No. & Date)
7. We are manufacturer/distributor/dealer/supplier of .....Co.(with proof)
8. GST NO .....dtd.....
9. PAN Number (Permanent Account Number- Income Tax) \_\_\_\_\_
10. Have your Co./Unit or its sister concern ever been black listed/ debarred by BSDSM or its sister Milk Unions or GOI /GOMP & its undertaking ? YES / NO
11. I/we have read the full specification/dimensions/conditions of packaging material and agree to supply material with same specification after order and with all the necessary certificates.
12. I/we have read the terms and conditions of the tender document which are acceptable to me/us. No additional condition deviation or point of difference has been given by me/us. I am **Proprietor/Manager/Director** .....of the tendering firm and have been authorised to submit the authority letter in this regards is enclosed herewith.

**Seal & Signature of the  
Authorized Signatory of the Co./Unit**





**BHOPAL SAHAKARI DUGDH SANGH MARYADIT**

**HABIBGANJ, BHOPAL 462024**

AN ISO 9001 : 2015 Certified Organization

E-mail: [engg.bsds@gmail.com](mailto:engg.bsds@gmail.com)

**Form – B**  
**(Format of BOQ/PRICE BID)**

S. No.	Description Of Work	Consultancy Charges in percentage (%) per project
1.	Appointment of Technical Consultant for various Civil, Mechanical & Electrical Works (As per scope of works)	---submit only online---

**Note:**

1. Purely indicative for e-tender as the rates are required to be filled on these lines in **the prescribed BOQ in Excel format.**