

**BHOPAL SAHAKARI DUGDH SANGH MARYADIT****HABIBGANJ, BHOPAL 462024**

AN ISO 9001 : 2015 Certified Organization

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**Ref No. 44/engg/BSDS****Dated: 06.03.2021****NOTICE INVITING e- TENDER Short Term (5<sup>th</sup> call)**

Online Tenders are invited for repair, maintenance, calibration, of digital instruments along with calibration certificate of various instruments installed at Bhopal Sahakari Dugdh Sangh. The tender documents containing the terms and conditions can be purchased online & downloaded through following website <http://www.mptenders.gov.in> from 06.03.2021 at 11.00 AM 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 H.O website: [www.sanchidairy.com/www.sanchibhopal.com](http://www.sanchidairy.com/www.sanchibhopal.com). Any changes in tender documents will be notified on [www.sanchibhopal.com](http://www.sanchibhopal.com). 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 rights to accept or reject any or all bids.

Name of item	EMD (Rs)	Tender Fee (Rs)	Bid submission due date & time	Technical Bid opening Date & time
TENDER FORM FOR REPAIR MAINTENANCE CALIBRATION OF DIGITAL INSTRUMENTS ALONG WITH CALIBRATION CERTIFICATE	10,000/-	500/-	12.03.2021 03.00 PM	15.03.2021 03.00 PM

*CHIEF EXECUTIVE OFFICER*

**BHOPAL SAHAKARI DUGDHA SANGH MARYADIT HABIBGANJ BHOPAL**

**NOTICE INVITING TENDER**

<b>S.NO</b>	<b>PARTICULAR</b>	<b>DETAILS OF WORK</b>
1.	Name of Works	TENDER FORM FOR REPAIR MAINTENANCE CALIBRATION OF DIGITAL INSTRUMENTS ALONG WITH CALIBRATION CERTIFICATE
2.	Location of Work	DAIRY PLANT, HABIBGANJ OF BHOPAL SAHAKARI DUGDH SANGH
3.	Period of Contract	3 YEARS FROM THE DATE OF AWARD OF CONTRACT.
4.	Earnest Money Deposit	EMD RS. 10,000/-
5.	Cost of Tender Document	Rs. 500/- (Five Thousand Only), Through Online mode/medium
6.	Tender Document Details	Annexure-I - Instruction to the tender Annexure-II - Technical Bid (Scope of work) Annexure-III - Technical Bid Qualifying criteria Annexure-IV - General Terms And Conditions of contract Annexure-V -Form A & Form B Annexure-VI -Price Bid Annexure-VII -Check List
7.	Place of Purchasing Tender Document	<a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
8.	Place of Submission of Tender Document	<a href="http://www.mptenders.gov.in">www.mptenders.gov.in</a>
9.	Last Date for Receipt of Tender	12.03.2021 ; till 1500 HR
10.	Date of Technical Bid Opening	15.03.2021 ; at 1500 HR
11.	Date of Financial Bid Opening	WILL BE INTIMATED SEPARATELY TO TECHNICALLY QUALIFIED BIDDERS.

INSTRUCTIONS TO THE TENDERERS

**A. Service Cover:**

1. The AMC work covers the hardware maintenance of various digital instruments installed at specified location of Dairy Plant Habibganj.
2. The Successful bidder/ their representatives shall attend the maintenance work in each month throughout the work period. (Preferably in 1<sup>st</sup> week)
3. Maintenance will cover training to BSDS personnel, equipment adjustment and servicing.
4. Calibration of sensors, flow control devices and certificate of the same must be submitted once in a year (Preferably in month of January and February )
5. Unlimited call attends throughout the work period. Call should be attend within 24 hours and in case of emergency it would be within 04 hours.
6. The objective of service covers :-
  - a) To help improve operating and maintenance procedures.
  - b) To keep the plant adjusted for optimum energy efficiency, product quality and minimum product losses.
  - c) To arrange for service visits by specialists to inspect, service and carry out reports.
  - d) An inventory of spare parts must be maintained to meet out any major breakdown. So that the plant work does not got affected.
7. Bidders must have its service center/ Representative in Bhopal.
8. Successful bidders must assure proper working of all mechanical, electrical and software related systems.
9. Successful bidders/ their representative must supervise staff of BSDS for operation and maintenance of the plant and equipment.

**10. Note:**

1. The contract will be awarded for a period of 3 Years from the date of issuing work order.  
Which can be extended for another two year based on performance of work and mutual consideration of Both the parties . As per SPR of MPCDF Bhopal.
2. The rates shall be firm for the entire period of the contract.
3. If the Bidders/Contractors is not able to provide sufficient service/back outs as indicated in the bid, the contractor is liable for forfeiture of the Security deposit paid.

**4. Evaluation of the offer shall be done on overall L1 basis.**

5. BSDS reserves the right to increase or decrease the tendered quantity.

**6. BSDS does not guarantee ordering of any minimum quantity.**

7. Income Tax deduction at source as applicable in the IT Act from time to time.

8. All the Statutory Obligations such as ESI, PF, Labor Acts, Factories Act, Service Tax etc will have to be taken care of by the vendor. BSDS will have no liability on them.

9. In case contract is not executed by any vendor after award and acceptance of contract, BSDS may exercise the right to forfeit Security Deposit / BG of such contractor(s) and also suitable action will be taken by BSDS on those Contractor(s) as deemed fit.

10. Successful bidder has to sign an agreement on non-judicial notarized stamp paper of Rs 1000/- with BSDS within 7 days of allotment of work. Format will be provided by BSDS.

**11. Tender submitted in prescribed format will be considered otherwise rejected.**

12. Each page of tender document should be sealed and signed by bidders.

13. Successful Bidder has to provide his services within time frame.

**TECHNICAL BID (Scope of Work)**

Tentative List of measuring instruments & auto control system:-

**1. MILK/CREAM PASTEURIZER CONTROL PANEL:**

This panel comprises of the major controls, instruments, switches etc:

- A] PID controller
- B] FDV controller
- C] Flow Diversion Valve.
- D] Temperature Recorder
- E] Steam Control Valve.
- F] Solenoid Valves.
- G] I/P Convertor
- H] Digital Temperature Indicators.

Note :- All switches should be in working condition and calibrated time to time.

**2. MILK TANKS/SILOS:-**

- A] Level transmitters.
- B] Level Indicators.
- C] Temp. Indicators.

Note :- All indicators/ Transmitters should be in working condition.

**3. COLD STORAGE/ IBT/CANE WASHER/CRATE WASHER:-**

- A] Temperature Indicators.
- B] Enhance/Exit sign board should be in working condition.

**4. LABORATORY:**

- 1. Lab Water Bath –
- 2. Lab Hot Air Oven –
- 3. Lab Incubator –
- 4. **Other :** Any TEMP: Indicator In product Section / LAB

Note :- 1. All instruments, indicators should be in working condition.  
2. Damaged switched, wires etc should be change by the bidders at no extra cost.  
3. All indicators/Dials should be in working conditions.

**List Of Instruments whom Calibration certificate has to provide**

**Process**

- 1. Silo -1 :Temperature & Level Indicator with sensor
- 2. Silo-2 :Temperature & Level Indicator with sensor
- 3. Silo-3 :Temperature & Level Indicator with sensor
- 4. Silo-4 :Temperature & Level Indicator with sensor

5. CIP Hot Water Tank :Temperature & Level Indicator with sensor
6. CIP Acid Tank :Temperature & Level Indicator with sensor
7. CIP Caustic Tank :Temperature & Level Indicator with sensor

All should be in working condition and timely calibrated. Calibration late and due date should be mentioned in each machine/device.

**Process**

8. PMT-1 :Temperature & Level Indicator with sensor
9. PMT-2 :Temperature & Level Indicator with sensor
10. PMT-3 :Temperature & Level Indicator with sensor
11. PMT-4 :Temperature & Level Indicator with sensor

All should be in working condition and timely calibrated.

**Process**

12. MP-2, Hot milk outlet : Temperature Indicator with sensor
13. MP-2,Chilled Milk : Temperature Indicator with sensor
14. QC Lab water Bath (EGG Mark) : Temperature Indicator with sensor
15. QC Lab Incubator BOD : Temperature Indicator with sensor
16. Milk Pasteurizer -2 (Hot Milk) : Temperature Indicator with sensor
17. Cream Pasteurizer Recorder :Hot & Cold Cream Temperature Recorder
18. Milk Pasteurizer -1 Recorder (2 Channel): Hot & Cold Cream Temperature Recorder
19. Milk Pasteurizer No.1 PID : Temperature Indicator with PID Controller
20. RMT-1 :Temperature with sensor
21. RMT-2 :Temperature with sensor
22. Lab Water Bath : Temperature Controller
23. Lab Hot Air Oven : Temperature Controller
24. Lab Incubator : Temperature Controller
25. Lab Water Bath : Temperature Controller

- 26. Cream Pasteurizer PID Controller: Temperature PID Controller
- 27. Lab Incubator : Temperature Indicator
- 28. Lab Water Bath MBRT : Temperature Controller
- 29. QC Lab Hot Air Oven : Temperature Controller
- 30. Ghee Boiler-1 : Temperature Controller
- 31. Ghee Boiler-2 : Temperature Controller

All should be in working condition and timely calibrated.

### **Pressure Gauge Calibration of following equipment**

#### **QC Lab**

- 1. Q/C Lab Autoclave

All should be in working condition and timely calibrated.

#### **Refrigeration Section**

- 2. Refrigeration Booster-1
- 3. Refrigeration Booster-2
- 4. Economizer
- 5. Ammonia Receiver -1
- 6. Ammonia Receiver -2
- 7. Accumulator -1
- 8. Accumulator-2
- 9. Air Compressor No.
- 10. Air Compressor No.2

All should be in working condition and timely calibrated.

#### **Boiler Section**

- 11. Boiler -1 Oil Inlet

12. Boiler -1 Oil Outlet
13. Boiler-1 Main Steam
14. Gas fired Boiler Main Steam
15. Boiler -2 Main steam
16. Process PRS Plant
17. Process PRS Outlet

All should be in working condition and timely calibrated.

**Process Plant**

18. Homogenizer-2, 2<sup>nd</sup> Stage
19. Homogenizer-2, 1<sup>st</sup> Stage

All should be in working condition and timely calibrated.

**Product (Ghee) Section**

20. Ghee Boiler

All should be in working condition and timely calibrated.

**SIGNATURE OF THE TENDERER WITH SEAL**



**TECHNICAL BID-QUALIFYING CRITERIA****A: Bidder's Profile**

<b>1.</b>	Name of the bidder	
<b>2.</b>	Address	
<b>3.</b>	E-Mail Address	
<b>4.</b>	Mobile No.	
<b>5.</b>	Number of Employees	A. Technical ..... B. Non-Technical ..... ( in numbers only) Attach Separate Sheet
<b>6.</b>	Name and Contract of employees assigned for BSDS AMC work (min 03 contact)	1. 2. 3.

**B: Qualifying Criteria**

<b>S.NO.</b>	<b>Qualifying Criteria</b>	<b>Details</b>
<b>1.</b>	Experience of work (Completion Certificate) of any last 5 Years <b>related to scope of work</b> issued by any Central/State Government / PSU company /Co-operative Dairy Sector/ Private Organization. (Scan Document to be attached online )	
<b>2.</b>	<b>GST Registration No.</b> ( Scan Certificate to be attached online)	
<b>3.</b>	<b>PAN Details.</b> ( Scan Document to be attached online )	
<b>4.</b>	Tender document with Seal and Sign. ( Scan Document to be attached online )	
<b>5.</b>	Income Tax Return of last two years (Financial or Assessment Year.) ( Scan Document to be attached online )	
<b>6.</b>	EMD Acknowledgement Receipt ( Scan Document to be attached online )	
<b>7.</b>	FORM-A & FORM –B ( Scan Document to be attached online )	
<b>8.</b>	Firm Registration Certificate ( Scan Document to be attached online ) )	

Note : All the necessary documents should be scanned and uploaded online only.

Contractor Signature & Seal

GENERAL TERMS AND CONDITIONS OF CONTRACT

In these General Conditions of Contract, the following terms shall have, I meaning hereby assigned to them, except where the context otherwise requires:

- a) The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to there in including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
- b) The "Work" means, the work described in the tender documents in individual work orders as may be issued from time to time to the contractor by the Officer-In charge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
- c) The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
- d) "The Officer In-charge" means, the Officer deputed to supervise the work or part of the work.
- e) "Approved" and "Directed" means, the approval or direction by the respective area **AGM (ENGG)/Incharge** or person deputed by him for the particular purposes.
- f) The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
- g) A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
- h) A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
- i) Tender will be opened as per schedule date and time in the presence of tender opening committee and bidders representatives bidder representative are instructed to come with company id or letter in this reference from authorized official of their organization.
- j) The work offers will be valid for 3 years which can be extended for next 2 year (1 year+ 1 Year) based on work performance of the successful bidder and mutual consideration of both parties.

Contractor Signature & Seal

### **1. Heading to the Contract Conditions:**

The heading to these conditions shall not affect the interpretations thereof.

### **2. Work To Be Carried Out:**

The Contract shall include all labour which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. **No Extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.**

### **3. Deviations:**

The contractor shall carry out any Scope of work as per instructions of Executing official.

### **4. Assignment of Transfer of Contract:**

The Contractor shall not, without the prior written approval of the CEO BSDS, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the CEO BSDS to the assignment or transfer of such money is given.

### **5. Sub-Contract:**

The Contractor shall not sublet any portion of the contract without the prior written approval of the CEO BSDS.

### **6. Compliance to Regulations and bye-laws:**

The Contractor shall conform to the provisions of any statute relating to the work and regulations and bye-laws of any local authority. The Contractor shall be bound to give all notices required by statutory regulations or by-laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

### **7. Security Deposit**

**(1) Security Deposit should be paid by the contractor. The Security Deposit rate will be 10% 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, for duly pledged in favour 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. BSDS 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 Contractor to BSDS under the terms of this contract or under any other contract with BSDS 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 contractor by BSDS and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid the Contractor 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.**

#### **8. Orders under the Contract:**

- i) All orders, notices etc. to be given under the contract shall be in writing, typescript or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him.
- ii) The Contractor shall carry out the work without delay of orders given to him.
- iii) Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliances required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of

progress which in the opinion of the " Contract Signing Officer" will ensure the completion of the work within the time specified. BSDS is having every right to split the schedule and to award the work to single or many parties on the lowest offered rates basis. This is a time bound contract for period mentioned, however the period of contract may increase for another two year on mutual consideration of both parties. In this case terms & conditions of contract will be same as above.

**9. Contractor's Supervision:**

1. The Contractor shall either himself supervise the execution of the contract or shall appoint an executive acceptable to BSDS Officials.
2. Orders given to the Contractor's executive shall be considered to have the same force as if they have been given to the Contractor himself.
3. The CEO BSDS, shall have full powers and without assigning any reason, requires the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

**10. Precautions against Risk:**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

**11. Damage & Loss to Private Property & Injury to workmen:**

The Contractor shall at his own expense reinstate and make good to the satisfaction of the AGM (engg) or **Incharge** and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BSDS (or agents, servants or employee of BSDS ), the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify BSDS against all claims enforceable against BSDS (or any agent, servant or employee of BSDS) or which would be so enforceable against BSDS where BSDS is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

**12. Laws Governing the Contract:**

The contract shall be governed by the Indian Laws for the time being in force.

### **13. Cancellation of Contract for Corrupt Acts:**

BSDS, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued, shall accrue thereafter to BSDS cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BSDS for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default. If the Contractor shall:

- a) Give or agree to give to any person in BSDS service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for having borne to do any act, in relation to the obtaining or execution of this or any other contract for BSDS service, OR
- b) Enter into a contract with BSDS in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BSDS, OR
- c) To obtain a contract with BSDS as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BSDS.

### **14. Cancellation of Contract for Insolvency Assignment of Transfer or Subletting Of Contract:**

BSDS, without prejudice to any other right or remedy, which shall have accrued or shall accrue thereafter to BSDS, shall cancel the contract in any of the following cases:

If the Contractor,

- a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors. OR
- b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation

of its affairs, or a receiver or Manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager. OR

- c) Assigns, Transfers, Sublets or attempts to assign, transfer or sublet any portion of the work without the prior written approval of the BSDS.
- d) Whenever BSDS exercises the authority to cancel the contract under these conditions, BSDS may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by the AGM (engg) or **Incharge**) being less than the contract cost, the advantage shall accrue to BSDS and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by the AGM (engg) /**Incharge** or the same shall be recovered from the Contractor by other means.
- e) Labour engaged by the contractor should be disciplined & exhibit good behaviour in dealing with employees of BSDS. Any misbehaviour or conduct of any person engaged by the contractor is not good, contractor shall change that person immediately or else it may even lead to termination of the contract & security deposit will be forfeited as penalty.

#### **15. Cancellation of Contract in Part or Full for Contractor's Default:**

If the contractor:

- a) Makes default in carrying out the work as directed and continues in that state after a reasonable notice from the AGM (engg) or **Incharge** or his authorized representative:
- b) Fails to comply with any of the terms & conditions of the contract or after reasonable notice in writing with orders properly issued there under:
- c) BSDS, May without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to CANCEL the contract as whole or in part thereof or cancel only such work order or items of work in default from the contract. Whenever BSDS exercises the authority to cancel the contract as a whole or part under this condition, BSDS may complete the work at the contractor's risk and cost (as certified by the AGM (engg) or **Incharge** which is final and

conclusive) being less than the contract cost, the advantage shall accrue to BSDS. If the cost exceeds the money due to the Contractor under this contract, the Contractor shall either pay the excess amount ordered by the AGM (engg) or **Incharge** or the same shall be recovered from the Contractor by other means. In case BSDS carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by BSDS with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the AGM (engg) or **Incharge** whose decision shall be final and conclusive.

#### **16. Termination of Contract on Death of Contractor:**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, BSDS shall have the option of terminating the contract without compensation to the Contractor.

#### **17. Special Power to Termination:**

If at any time after the award of contract, BSDS shall for any reason whatsoever not require whole or any part of the work to be carried out the CEO BSDS, shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise how so ever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

#### **18. Submission and Processing Of Bills: Payment of Bills:**

Payment will be made after completion of work on monthly basis and on acceptance and Certification of bills and service report duly sealed and signed by BSDS officials which include representative/Officer of Plant Operation and Engineering section (manager or higher level)

#### **19. Recovery from Contractor:**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractor, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BSDS or from his Security Deposit or he shall pay the claim on demand.



## **20. Post- Technical Audit of Work and Bills:**

BSDS reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub- paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

## **21. Refund of Security Deposit:**

The Security Deposit mentioned in condition 07 above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

## **22. Force Majeure Clause:**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earthquake etc. ) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence there for neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the CEO BSDS subject to prompt notification by the contractor.

## **23. Arbitration:**

Any disputes between the parties to the contract, arising out of or relating to the contract, other than those for which the case may be put up to Managing Director, MPCDF Bhopal for resolution. In case of non resolution further action will be taken as per Arbitration Act 1996

## **24. Signing Of Contract:**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorized representative followed by the name and designation of the person so signing. Contract by a Company shall be signed with the name of the Company from a person authorized in this behalf and a power of attorney or other satisfactory proof, showing that

the person signing the Contract documents on behalf of the Company is duly authorized to do so, shall accompany the contract.

**25. LIQUIDATED DAMAGES (LD)/PENALTY:**

If the contractor fails to complete the service/work or part of service /work as per terms & conditions of the order within the delivery schedule,

<b>S.N.</b>	<b>After Prescribed Time Period</b>	<b>Penalty</b>
1	Till 15 Days	1% Total value of project
2	From 16 Days to 30 Days	2% Total value of project
3	After 30 Days	5% Total value of project

Note :- Negligence in above may lead to cancelation of order. In this case BSDS Bhopal reserves the right to impose any penalty fine or recover the amount which BSDS has spent for tender work.

**26. Common Terms and Conditions for Works Contract relevant to Safety:**

1. All the Contract employees should be trained on Safety .Without Safety Training no Contract person is allowed to do any work.
2. Use of cell phones and other mobile electronic devices (including hands-free devices) in the work spot and during the operation of a vehicle in the BSDS premises is prohibited.
3. Contractor employees working on BSDS premises must wear appropriate personal protective equipment. Strict adherence to all required Personal Protective Equipment (Helmet, Safety Shoes and Goggles) are mandatory, specific PPE requirements will be based on job type or tasks performed.
4. Excessively loose-clothing, dhoti/Lungi is prohibited especially around rotating or moving equipment.
5. The contractors work area should be kept clean and orderly, free of clutter and trash, so that work may proceed in a safe and orderly manner. Tools should be safely positioned during use and promptly put away when no longer required.
6. Fire-fighting, emergency shutdown devices, and life-saving equipment, should not be blocked by the contractors and access to the path to this equipment should be maintained at all times.
7. Only approved equipment should be used in locations where flammable mixtures are present.
8. Smoking is not allowed in work area.
9. It is the responsibility of the contractor to understand and use the appropriate Work Permits and to verify any permit requirements at the location. Contractor must make necessary

arrangements with their Representative to acquire appropriate authorization to perform those operations at the site.

10. Also the contract will be executed through other contractors and any additional cost incurred will be recovered from any of their dues.

Contractor Seal & Signature

**BHOPAL SAHAKARI DUGDHA SANGH MARYADIT, HABIBGANJ,  
BHOPAL 462024**



**ANNEXURE-V**

**Form – A**  
**(To be uploaded - mandatory)**

To,  
Chief Executive Officer  
BSDSM, Bhopal

Dear Sir,  
Please find enclosed herewith scan copy of Online EMD transaction acknowledgement vide no.....dtd.....Rs.....towards EMD deposit.

**Seal & Signature of the of the tenderer**

**BHOPAL SAHAKARI DUGDHA SANGH MARYADIT,  
HABIBGANJ, BHOPAL 462024**



**ANNEXURE-V**

**Form – B  
(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 /Mobile Nos: \_\_\_\_\_  
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

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

**BHOPAL SAHAKARI DUGDHA SANGH MARYADIT HABIBGANJ,  
BHOPAL 462024**



**ANNEXURE-VI**

**Form – C**

**(PRICE BID) ONLINE ONLY**

<b>NIT Ref. No.</b>	
<b>NAME OF TENDERER:</b>	

S. No	DESCRIPTION	AMC Charges per year (in Rs.) GST Extra @ applicable rate
1	REPAIR MAINTENANCE AND CALIBRATION OF DIGITAL INSTRUMENTS ALONG WITH CALIBRATION CERTIFICATE (As per scope of work)	

**Note: Purely indicative for e-tender as the rates are required to be filled online in the prescribed BOQ in excel format.**

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

**Check List**

<b>S.NO.</b>	<b>Qualifying Criteria</b>	<b>Details</b>
<b>1.</b>	Experience of work (Completion Certificate) of any last 5 Years <b>related to scope of work</b> issued by any Central/State Government / PSU company /Co-operative Dairy Sector/ Private Organization. (Document to be attached online )	
<b>2.</b>	<b>GST Registration No.</b> ( Scan Certificate to be attached online)	
<b>3.</b>	<b>PAN Details.</b> (Scan Document to be attached online )	
<b>4.</b>	Tender document with Seal and Sign. ( Scan Document to be attached online )	
<b>5.</b>	Income Tax Return of last two years (Financial or Assessment Year.) ( Scan Document to be attached online )	
<b>6.</b>	EMD Acknowledgement Receipt	
<b>7.</b>	FORM-A & FORM –B (Scan Document to be filled and attached online )	
<b>8.</b>	Firm Registration Certificate (Scan Document to be attached online )	
<b>9.</b>	Number of employees (attach separate sheet with Name, Designation, Experience, Qualification etc.) assigned for work with contact number (Scan Document to be attached online )	