

**Notice Inviting Tenders (NIT)**

Ref. No-6015-6017

Date: 30.08.2024

Bhopal Sahakari Dugdha Sangh, Maryadit, Bhopal invites Bids from eligible Bidders for the Work(s) detailed in the following table. The Bidders shall submit Bids on “**Item rate Basis**” for all of the following Work(s):

S. No.	Work	Earnest Money Deposit (EMD) in Rs.	Cost of Tender Documents	Starting date & Time of Tender form download ing	Last date & Time for Submitting Tender	Date & Time of Opening of Technical Bid
1	Selection of Agency for Supply, Installation, Operation & maintenance of Software & IoT Devices for Milk Safety and Bulk Milk Coolers Monitoring for 3 Years (excluding 6 Months for installation)	300000.00	Rs. 1000	31/08/2024 11:00 AM	20/09/2024 12:00 PM	21/09/2024 1:00 PM

- Detailed NIT & Bid Documents can be seen at the website<https://mptenders.gov.in> and can be downloaded from the same.
- Bidders (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal.
- Any subsequent addendum/corrigendum shall be published only at website<https://mptenders.gov.in>
- No conditional bids shall be accepted and such bids shall be summarily rejected forthwith.

**CHIEF EXECUTIVE OFFICER**

Earnest Money Deposit (EMD) and Mode of Payment	Rs. <b>300000.00</b> Mode of Payment: Online Payment through <a href="https://mptenders.gov.in">https://mptenders.gov.in</a>
Period of on-line availability of Bidding Documents (Start/End Date)	Start Date: - 31.08.2024, 11:00 AM
	End Date: - 20.09.2024, 12:00 PM
Manner, Start Date for submission of Online Bids	31.08.2024 from 11:00 AM
Last Date for submission of Online Bids	20.09.2024, 12:00 PM
Date and time of Technical Bid Opening	21.09.2024. 1:00 PM

## Table of Contents

1.	Scope of Work .....	5
1.1	Objective and Solutions Envisaged .....	5
1.2	Detailed Scope of Work.....	6
1.2.1	Scope of work (SoW) .....	6
1.2.2	Project Duration .....	8
1.3	Project Deliverables, Timelines & Payment Terms- .....	8
1.3.1	Payment Terms .....	9
1.4	Service Level Agreement .....	9
1.5	Penalty.....	10
1.6	Change Requests (CR) .....	11
2.	Exit Management .....	12
2.1	Cooperation and Provision of Information .....	12
2.2	Confidential Information, Security and Data .....	12
2.3	Transfer of Certain Agreements.....	13
2.4	Exit Management Plan .....	13
2.5	Compliance to Standards and Certifications .....	13
3.	Project Management and Governance .....	14
3.1	Project Management Office .....	14
3.2	Any other issues that either party wishes to add to the agenda. ....	14
3.3	Project Monitoring and Reporting .....	14
3.4	Risk and Issue Management .....	14
3.5	Governance Procedures .....	15
4.	Technical Proposal (Online Only) .....	15
5.	Financial Bid Proposal (Online Only) .....	15
6.	Fraudulent & Corrupt Practices .....	16
7.	Local /Site Conditions.....	17
8.	Contract Obligations .....	17
9.	Rejection of Bids.....	17
10.	Force Majeure .....	18
11.	Use of contract/agreement documents and information .....	18
12.	Representation and Warranties .....	19
13.	Settlement of Disputes & Arbitration .....	19
14.	Books and Records .....	19
15.	Selection Method: Method of selection .....	20
16.	Pre-Qualification Criteria .....	20
17.	Award of Contract .....	21

17.1	Singing of contract .....	21
17.2	Performance Security .....	21
18.	Execution of Work .....	21
18.1	Time Allowed for Project Execution .....	22
19.	Obligations of Selected Agency .....	22
19.1	Reporting Progress: .....	23
19.2	Knowledge of Site Conditions: .....	23
19.3	Insurance .....	24
20.	Application of Terms and Conditions .....	24
21.	Standards .....	24
22.	Delivery and Documentation .....	24
23.	Assignment .....	25
24.	Termination for Default .....	25
25.	Governing Language .....	25
26.	Applicable Law .....	25
27.	Notices .....	25
28.	Limitation of Liability .....	25
29.	Confidentiality .....	25
30.	Severability .....	26
31.	Contract Period .....	26
32.	Contract Administration .....	27
33.	Relationship between the Parties .....	27
34.	Indemnification .....	27
	ANNEXURE 1- GENERAL INFORMATION OF THE BIDDER .....	29
	ANNEXURE 2 - FORMAT FOR TECHNICAL CRITERIA OF BIDDER .....	30
	ANNEXURE 3 - FORMAT FOR FINANCIAL CAPABILITY OF BIDDER .....	31
	ANNEXURE 4 – BOQ .....	32
	ANNEXURE 5 – FORMAT FOR CONTRACT AGREEMENT .....	33
	ANNEXURE-6- INDICATIVE SPECIFICATION of HARDWARE & SOFTWARE .....	0
	ANNEXURE-7- FORMAT OF COMPLETION CERTIFICATE .....	4

## 1. SCOPE OF WORK

### 1.1 OBJECTIVE AND SOLUTIONS ENVISAGED

This will monitor the quality of milk, reduce human intervention, propose theft control, milk transport management and milk production analysis. The proposed system consists 2 main components that is hardware component & software component. The hardware component consists of IoT based sensors that will test the milk stored in the BMC. This hardware component will be basically attached to the existing BMC. It will fetch the specific amount of milk & measure the temperature, humidity, distance & currents at BMC. This will allow Bhopal Sahakari Dugdha Sangh authorities to continuously monitor BMC centers from remote places and with minimum human intervention. The solution will provide necessary data when required and notifies its users in case of undesired situations.

**Hardware to Monitor the milk quality at BMC center:** The IoT sensor component of the proposed system is the main part of this module. Hardware should be based on wireless data acquisition system as on-site, it is difficult to implement wiring, so wireless solution to capture real-time data and transmit it to IoT gateway is required. Milk sample will be continuously extracted from the BMC and the temperature and other important values are continuously being fetched from the BMC. This will be carried out on regular interval.

**Software with Central monitoring system:** The associated authority at the mother plant has the whole control over the system through software with centralised monitoring system capabilities. The data associated with all the BMC centers working under the mother plant is accessed through this module. Any undesired situation at BMC centers is immediately notified to the authority using the application at the mother plant. The undesired situation can be adulteration of milk or non-compliance to the ideal physical values of the BMC required to operate at desired parameters to meet the quality of milk. Based on the data collected from all the BMC centers analysis report is generated related to production of milk. This analysis helps the authority in distinguishing the milk production and quality of milk in different regions. Further this analysis can be used to improve the production.

**Online distributed cloud platform:** The cloud platform is used for collecting, processing and storing data collected by IoT based smart sensors. Sensors send the real time BMC measurements to the cloud-platform. Interactions between end-users, cloud platform and sensors are done by web application and mobile application.

The cloud platform is the core component for the real-time BMC monitoring. It builds complete ecosystem that connects milk producers, farmers, purchasers/dairies, consumers and dairy federation. Crucial tasks handled by the cloud platform are collecting (receiving) data sent from sensors, processing, validating and aggregating received data, permanently storing data, providing easy and intuitive way for data extraction and reports generations.

**Mobile Application:** Mobile application will be used by users for real-time access to data and for receiving auto-alerts and notifications on business-critical information.

**Alert system:** The data generated through the system is stored in the database server. Based on the access authority this data can be accessed using the application. The notifications are generated based on the values stored. The various parameters of the BMC are tested using sensors. The sensors used here are temperature, humidity, distance & currents at BMC. The milk from the BMC is extracted automatically from BMC at a regular interval. This milk is then tested with sensors and the measured result is stored on the database server.

## 1.2 DETAILED SCOPE OF WORK

Bhopal Sahakari Dugdha Sangh intends to select an agency through open tender for Supply, Installation, Operation & Maintenance of Software & IoT Devices for Milk Safety and Bulk Milk Coolers Monitoring under below mentioned scope of work for the items with specifications given in (Annexure-6).

Selected agency shall create solution which shall be used to monitor the BMCs for milk safety. The solution must comprise of required software, hardware (IoT enabled sensors), cloud platform, mobile application and alert system with details as mentioned in specification at Annexure-6.

The Milk Safety and Bulk Milk Coolers Monitoring Solution, as decided by Bhopal Sahakari Dugdha Sangh, so created may also be used for integrating with other IT systems of Bhopal Sahakari Dugdha Sangh and selected agency shall provide necessary SDKs for hardware and APIs for software integration. Selected agency shall provide all due support in integration, injection of all such interfaces with supplied hardware.

### 1.2.1 Scope of work (SoW)

#### a) Installation and Configuration of Software applications

The selected agency shall install and configure the software application with other proposed components of the solution. The software application shall be web-based application having specifications as listed at Annexure-6. The selected agency shall perform all the pre-test/pre-check after installation and configuring of software application and sensors with cloud platform to be supplied in order to confirm whether solution is being successfully working when all other proposed components are integrated.

#### b) Supply, Installation, Testing and Commissioning of Hardware (IoT enabled Sensors)

Selected agency shall supply and install the hardware at BMC locations as mentioned in work orders and as per below mentioned details: -

- Hardware should conform to “Annexure-6 Specification” and within time-schedule mentioned at “Project Activity, Deliverables & Timelines” of this bidding document.
- Delivery challan should have complete details of the supplied hardware.
- Before the supply of complete solution (hardware and software items), selected agency shall install & configure all the supplied hardware.
- With all installation material/ accessories (wherever required) like cable, adapters for proper installation.
- The software development kit (SDK) shall be supplied for all the supplied hardware.
- **Comprehensive warranty**-The selected Agency shall provide comprehensive warranty for a period mentioned in technical specification of each hardware at annexure-6.

#### c) Integration of hardware with cloud platform and further implementing the entire solution-

Selected agency will integrate the entire hardware, software through a cloud platform for secure data exchange and data storage. The proposed software solution and hardware (IoT enabled sensors) should be compatible for smooth data exchange over the secured online distributed cloud platform.

#### d) Capacity building & Training- Selected agency shall provide training to the users of milk federations and milk unions and other administrative users. The selected agency shall provide the training manuals and user manuals accordingly to all the users.

#### e) Go-Live of solution- The selected agency shall support the Bhopal Sahakari Dugdha Sangh project management unit (PMU) in UAT of the Milk Safety and Bulk Milk Coolers Monitoring Solution. The solution shall be tested by PMU team from all aspects and UAT test cases shall be prepared in consultation with the selected agency. The prime criteria of the successful UAT shall be capture of data from BMC, transfer of captured data through wireless mode to secured online distributed cloud platform, availability of data on cloud platform for disseminating the business data through software application and mobile application (alert, notification), Integration with other systems of Bhopal Sahakari Dugdha Sangh as per requirement. Upon successful UAT, the Go-Live certificate shall be issued to selected agency. The selected agency shall facilitate the Bhopal Sahakari Dugdha Sangh in conducting the UAT and provide all necessary support to demonstrate the fulfilment of identified use cases as per above information.

#### **f) Operation & Maintenance Phase**

The selected agency shall deploy 1 managerial and 1 technical cum training for providing operation & maintenance support from the date of Go-Live for 3 years. The selected agency should have centralized compliant registration portal for resolution and ensure that complaints are addressed in time bound manner.

Selected bidder should have a service centre/authorized store/distributor where faulty sensors may be provided by the BMC station users for resolution of the fault. Address and contact details of the service centre, call centre at state level and toll-free no of respective OEM shall be provided. If complaint is not resolved remotely/telephonically than such service centres shall be first interface between BMC user and selected agency for resolving the complaint over counter or replacing it from buffer stock. In case complaint is not resolved over counter it may be kept after giving a receipt.

Deployed resources should have a dedicated mobile no and email which will be publicized to users for immediate redressal of the problem from field. The primary responsibility of the deployed resources shall be to provide hardware software maintenance support which shall include the following:

- **To Provide necessary telephonic support to all the users to address the following:**
  - Issues related to non-functioning of the hardware sensor devices, device repairing, device functioning not as per desired standards, poor-response time, non-functioning of device accessories/ components like, sensors of devices and all kinds of device related issues.
  - Register, log/ monitor user calls, complaints and suggestions. Based on the complaint registered, ticket shall be generated. Deployed resources will resolve the ticket to abide by SLAs. Once the complaint is resolved, the resource should confirm from the user about his satisfaction of the resolution provided, the resource should close the ticket if the correct resolution has been provided and the issues are resolved based on the acceptance of the user. The resource should log and record the ticket resolution time calculated from the time of logging the ticket till the time of closing the ticket.
  - Selected bidder shall resolve all registered calls/complaints promptly. A complaint/issue should be attended by telephone/remote access within 12 hours of its register and selected bidder should maintain/record the resolution status/report on successful resolution of the complaint/issue. If it is not possible to resolve the call over telephone/remote access by selected agency then the faulty hardware sensor shall be replaced from the buffer stock to maintain the SLA.
- **To Provide necessary visit of technical resource to address the following:**

Based on the request from the BMC user, the deployed resource should also arrange for personal visit of the location for resolving the issue of the IoT sensor device, and troubleshooting and rectification of the sensor device. The technical resource visiting the BMC location should provide support activities including but not limited to the following tasks:

  - Assisting the user in all activities related to sensor device operation & usage, and connectivity issues.
  - User need based hand holding/ hands-on training on the operational guidelines.
  - Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the successful selected agency. All required device drivers shall be provided by the selected agency.
  - Provide support in all patches and update for system software, APIs, SDK and integration of IoT based sensors.

- Provide all patches and update for system software, APIs, SDK and provide onsite technical manpower support in using SDK and APIs for access and usage of User department application residing in MPSDC.

*Note: - Personal visit of the technical resource(s) (within desired/ stipulated time) for troubleshooting and rectification of sensor issues for which no TA/DA shall be provided by Bhopal Sahakari Dugdha Sangh.*

### 1.2.2 Project Duration

- The expected Contract is of 3 years excluding 6 Months for installation (further extendable for 2 years, on mutually agreed terms and conditions) which shall commence from the date of issue of work order.

### 1.3 PROJECT DELIVERABLES, TIMELINES & PAYMENT TERMS-

- Selected agency is expected to carry out all groundwork for implementation including documentation, coordination with Bhopal Sahakari Dugdha Sangh. These reports or deliverables are to be submitted timely by Selected Agency to Bhopal Sahakari Dugdha Sangh to ensure timely and smooth execution of the project. Certain key deliverables are identified for each of the parts/stages, which are mentioned hereunder. However, Selected Agency has to prepare and submit any required information in form of Reports / excel sheet / document desired by Bhopal Sahakari Dugdha Sangh related to project other than defined hereunder in the table.
- The milestones and deliverables for the implementation of project are mentioned in below table: -

S. N.	Activity	Milestone	Deliverables(Reports/ Docs. / Infra.)	Timelines (T is date of work order)	Payment Terms
1.	Section 2.2.1 b) of RFP.	Successful supply of all the sensors & software as per requirements	Delivery report (including Delivery Challan) for all the items signed by the designated officer of Bhopal Sahakari Dugdha Sangh.	$T_1 = T + 12$ Weeks	40% of quoted solution value (Quoted at S.No. 1 of BoQ). against Advance Bank Guarantee of 50%. It will be Valid for 7 mounts.
2.	Section 2.2.1 a) & c) of RFP	Configuration and testing of Software application including mobile application	<ul style="list-style-type: none"> <li>• Successful deployment of software at online distributed cloud facility of selected agency. Deployment report signed by selected agency and share the design documents of cloud infrastructure.</li> <li>• Software requirement test results signed by designated officer of Bhopal Sahakari Dugdha Sangh.</li> </ul>	$T_2 = T + 18$ Weeks	20% of quoted solution value (Quoted at S.No. 1 of BoQ).
3.	Section 2.2.1 e) of RFP	User Acceptance Testing	Successful UAT report duly signed by designated officer of Bhopal Sahakari Dugdha Sangh	$T_3 = T + 20$ Weeks	20% of quoted solution value (Quoted at S.No. 1 of BoQ).
4.	Section 2.2.1 d) & e) of RFP	Go-Live	<ul style="list-style-type: none"> <li>• Successful Go-Live Report signed by designated officer of Bhopal Sahakari Dugdha Sangh. Go-Live will be considered when all 357 BMC location start sending the data through sensors to cloud and software is able to provide requisite business critical data from cloud facility. All dashboards and alert system are successfully working.</li> <li>• Training Report-Successful training to all the identified users and report duly signed by designated officer of Bhopal Sahakari Dugdha Sangh.</li> </ul>	$T_4 = T + 26$ Weeks ~ 6 Months	20% of quoted solution value (Quoted at S.No. 1 of BoQ).
5.	Section 2.2.1 f) of RFP	3-year Operation of Software	Quarterly reports [On calls logged, resolved & other parameters] in specified format provided by purchaser & signed by the designated officer of Bhopal Sahakari Dugdha Sangh in each quarter of 3 year of Operation & Maintenance phase.	<ul style="list-style-type: none"> <li>• <math>T_5 =</math> <ul style="list-style-type: none"> <li>▪ 1<sup>st</sup> Year- <math>T_4 + 3, T_4 + 6, T_4 + 9, T_4 + 12</math> (months)</li> <li>▪ 2<sup>nd</sup> Year- <math>T_4 + 15, T_4 + 18, T_4 + 21, T_4 + 24</math> (months)</li> <li>▪ 3<sup>rd</sup> Year- <math>T_4 + 27, T_4 + 30, T_4 + 33, T_4 + 36</math> (months)</li> </ul> </li> </ul>	1/12 <sup>th</sup> of Operation Price.

- It may also be noted that the time schedule for each milestone shown in the table above would be enforced independently. Any delay in the approval of the deliverable(s) submitted by the Selected Agency to MPCDF shall not account for the delay on Selected Agency's part.

### **1.3.1 Payment Terms**

- a) The request for payment shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) Due payments shall be made promptly by the Authority, generally within 30 (Thirty) days after submission of an invoice or request for payment by selected agency after Approval & Sign Off of the Milestone by Authority.
- c) The currency or currencies in which payments shall be made to the selected agency under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges shall be borne by the selected agency.
- e) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
- g) Taxes, as applicable, shall be deducted / paid, as per the prevalent rules and regulations.

## **1.4 SERVICE LEVEL AGREEMENT**

### **a) Purpose & Duration of SLA:**

The SLA purpose is to enforce a service standard between the selected agency and purchaser. The SLA would come into effect from the date of signing of agreement/work order till successful completion of the Operation, Maintenance & Support period of 3 years (further extendable for 2 years, if mutually agreed on terms and conditions). The selected agency has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services. The selected agency has to ensure high performance and continuous fine-tuning of Milk Safety and Bulk Milk Coolers Monitoring Solution.

### **b) Service Window:**

Milk Safety and Bulk Milk Coolers Monitoring Solution shall be available 24\*7 after the go-live. Any permission for downtime shall be explicitly provided beforehand to the selected agency and such permitted downtime shall not be calculated in maintaining SLA.

### **c) Dependencies**

The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected agency or due to reasons attributable to Milk Safety and Bulk Milk Coolers Monitoring solution or third parties, the selected agency would not be penalized. For example, if uptime of a solution is desired and this is due to non-availability of power (which is out of scope of work of the selected agency), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.

d) **Monitoring & Evaluation:** The selected agency shall provide and make use of following system for monitoring and evaluation

Sr. No	Service Levels	Monitoring System
1	Down Time of Milk Safety and Bulk Milk Coolers Monitoring Solution	Through email system, the start shall be calculated once email is received from SPOC / nodal officer of the Bhopal Sahakari Dugdha Sangh. Once resolution is provided a return email from nodal officer of fixing or successfully resolving the issue shall be considered as closing of ticket.
2	Delay in performing software support like upload content/ defect fixing/ minor change request.	Log register maintained by selected agency on the basis of web base application/phone and the same is endorsed by designated officer of Bhopal Sahakari Dugdha Sangh.
3	Delay in resolving the hardware issues in sensors due to which sensors are not working.	Log register maintained by selected agency on the basis of web base application/phone and the same is endorsed by designated officer of Bhopal Sahakari Dugdha Sangh.

e) **Review Committee and Review Mechanism:** The designated review committee/ members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected agency. The review would include but not be limited to: -

- Service provided during the review period
- Major incidents during the review period
- Problems that remain outstanding
- Review of Change requests/Variation and progress for enhancements
- Future events or business developments that will affect the Service

## 1.5 PENALTY

a) **Penalty Clauses:** If the selected agency fails to deliver the required services due to reasons attributable to agency like non-functioning of the sensors, non-availability of software, non-availability of requisite business critical data/dashboards/notification/alerts etc. the cumulative penalty, as applicable, would be imposed as mentioned below. The aforesaid penalty shall be payable to Bhopal Sahakari Dugdha Sangh by selected agency.

b) **Penalty of non-timely completion of deliverables related to supply, installation and commissioning period**

S. No	Service Level Standard	Penalty on breach of service level standard
1	Successful supply of all the sensors & software as per requirements in $T_1=T+12$ Weeks	1.0% of total cost to be deducted when delay up to 15 days. 2.0% of total cost to be deducted when delay up to 15-30 days. 5.0% of total cost to be deducted when delay beyond 30 days.
2	Configuration and testing of Software application including mobile application in $T_2= T+ 18$ Weeks	1.0% of total cost to be deducted when delay up to 15 days. 2.0% of total cost to be deducted when delay up to 15-30 days. 5.0% of total cost to be deducted when delay beyond 30 days.
3	User Acceptance Testing in $T_3=T+ 20$ Weeks	1.0% of total cost to be deducted when delay up to 15 days. 2.0% of total cost to be deducted when delay up to 15-30 days. 5.0% of total cost to be deducted when delay beyond 30 days.
4	Go-Live in $T_4=T+26$ Weeks~ 6 Months	1.0% of total cost to be deducted when delay up to 15 days. 2.0% of total cost to be deducted when delay up to 15-30 days. 5.0% of total cost to be deducted when delay beyond 30 days.

**Note:** -Contract shall be terminated and Performance bank guarantee (PBG) of the selected bidder shall be forfeited If penalty reaches to 10% of quoted solution value (Quoted at S.No. 1 of BoQ) before Go-Live.

**c) Penalty for non-timely completion of Task/ activities related to resolving issues& support requests during the Operation & Maintenance Phase:**

Measurement Parameters	Service Level	Penalty
Time taken for resolving issue	After 12 hours of lodging of complaint	Rs.2000/- per day.
Time taken for resolving issue	within12 hours of lodging the complaint	No Penalty
<p>Note: - In case, if selected bidder fails to resolve the issue(s) within 5 calendar days, it may be considered as breach of contract.</p> <ul style="list-style-type: none"> <li>Time shall be calculated from the call logged/ from mail/ written communication from designated officer or from the ticketing system of the elected agency.</li> <li>Max. penalty applicable would be capped to 10% during the Operation &amp; Maintenance Phase and If penalty reaches to 10% of Operation &amp; Maintenance Phase (Quoted at S.No. 2 of BoQ) then Contract shall be terminated and Performance bank guarantee (PBG) of the selected bidder shall be forfeited.</li> </ul>		

## 1.6 CHANGE REQUESTS (CR)

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Procurement Committee will set up a Change Control Committee with members from Bhopal Sahakari Dugdha Sangh and the selected agency. If it is unable to reach an agreement, the decision of the Bhopal Sahakari Dugdha Sangh will be final.
- b) Bhopal Sahakari Dugdha Sangh may at any time, by a written order given to the selected agency, make changes within the general scope of the Agreement in any one or more of the following: -
  - i. Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered to Bhopal Sahakari Dugdha Sangh.
  - ii. The method of deployment, shipping or packing.
  - iii. Schedule for Installation Acceptance.
  - iv. The place of delivery and/or the services to be provided by the selected agency.
- c) The change request/ management procedure will follow the following steps: -
  - i. Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by Bhopal Sahakari Dugdha Sangh.
  - ii. Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the Selected Agency. The composite man-month rates for handling Change Requests or of any hardware/software shall be provided by the Selected Agency when asked in written by Bhopal Sahakari Dugdha Sangh.
  - iii. Approval or disapproval of the change request – Contract Monitoring committee will approve or disapprove the change requested including the additional payments for additional requests made by Bhopal Sahakari Dugdha Sangh if any.
  - iv. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the Selected Agency.
  - v. Verification of the change - The change will be verified by the Bhopal Sahakari Dugdha Sangh on implementation of the change request.

- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by selected bidder only after securing the express consent of the Bhopal Sahakari Dugdha Sangh. In the event that the consent of Bhopal Sahakari Dugdha Sangh is not received then the change will not be carried out.
- e) While approving any change request, if required, Bhopal Sahakari Dugdha Sangh may ask the Selected Agency to initiate the work on the change request.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of selected agency receiving the Bhopal Sahakari Dugdha Sangh change order which shall not be unreasonably withheld or delayed.

## **2. EXIT MANAGEMENT**

This sets out the provisions, which will apply on expiry or termination of the Master Service Agreement, the Project Implementation, Operation and Management SLA.

In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

### **2.1 COOPERATION AND PROVISION OF INFORMATION**

- a) The selected agency will allow the Bhopal Sahakari Dugdha Sangh access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Bhopal Sahakari Dugdha Sangh to assess the existing services being delivered.
- b) Promptly on reasonable request by the Bhopal Sahakari Dugdha Sangh, the selected agency shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the selected agency or sub-contractors appointed by the selected agency).
- c) The Bhopal Sahakari Dugdha Sangh shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The selected agency shall permit the Bhopal Sahakari Dugdha Sangh or its nominated agencies to have reasonable access to its employees and facilities, to understand the methods of delivery of the services employed by the selected agency and to assist appropriate knowledge transfer.

### **2.2 CONFIDENTIAL INFORMATION, SECURITY AND DATA**

The selected agency will promptly on the commencement of the exit management period supply to the BSDS the following:

- a) Information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services.
- b) Documentation relating to sub-contractors.
- c) All current and updated data as is reasonably required for purposes of Bhopal Sahakari Dugdha Sangh or its nominated agencies transitioning the services to its Replacement selected agency in a readily available format nominated by the Bhopal Sahakari Dugdha Sangh or its nominated agency.

- d) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Bhopal Sahakari Dugdha Sangh or its nominated agencies, or its Replacement selected agency to carry out due diligence to transition the provision of the Services to Bhopal Sahakari Dugdha Sangh or its nominated agencies, or its Replacement selected agency (as the case may be).
- e) Before the expiry of the exit management period, the selected agency shall deliver to the Bhopal Sahakari Dugdha Sangh or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the selected agency shall be permitted to retain one copy of such materials for archival purposes only.

## 2.3 TRANSFER OF CERTAIN AGREEMENTS

On request by the Bhopal Sahakari Dugdha Sangh the selected agency shall affect such assignments, transfers, licenses and sub-licenses Bhopal Sahakari Dugdha Sangh, or its Replacement selected agency in relation to any equipment lease, maintenance or service provision agreement between selected agency and third-party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Bhopal Sahakari Dugdha Sangh or its nominated agency or its Replacement selected agency.

## 2.4 EXIT MANAGEMENT PLAN

- a) The selected agency shall provide the Bhopal Sahakari Dugdha Sangh with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract Implementation, and the Operation and Management SLA.
  - A detailed program of the transfer process that could be used in conjunction with a Replacement selected agency including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; plans for the communication with such of the SI's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the operations as a result of undertaking the transfer.
  - Plans for provision of contingent support to MPCDF, and Replacement selected agency for a reasonable period after transfer.
- b) The selected agency shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the selected agency to and approved by the Bhopal Sahakari Dugdha Sangh.
- d) The terms of payment as stated in the Terms of Payment Schedule include the costs of the selected agency complying with its obligations under this Schedule.
- e) During the exit management period, the selected agency shall use its best efforts to deliver the services.
- f) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- g) This Exit Management plan shall be furnished in writing to the MPCDF or its nominated agencies within 60 days from the Effective Date of contract.

## 2.5 COMPLIANCE TO STANDARDS AND CERTIFICATIONS

During project duration, the selected agency will ensure adherence to prescribed standards as provided below:

- a) The selected agency needs to ensure compliance of the project with Government of India IT security guidelines including provisions of:

- The Information Technology Act, 2000” and amendments.
- Guidelines and advisories for information security published by Cert-In/MeitY (Government of India) issued till the date of publishing of tender notice. Periodic changes in these guidelines during project duration need to be complied with.

### **3. PROJECT MANAGEMENT AND GOVERNANCE**

#### **3.1 PROJECT MANAGEMENT OFFICE**

A Project Management office will be set up during the start of the project. The PMO will, at the minimum, include a designated full time Project Manager from selected agency. It will also include key persons from other relevant stakeholders including members of Bhopal Sahakari Dugdha Sangh and other officials/representatives by invitation. The operational aspects of the PMO need to be handled by the selected agency including maintaining weekly statuses, minutes of the meetings, weekly/monthly/project plans, etc.

PMO will meet formally monthly covering, at a minimum, the following agenda items:

- a) Project Progress
- b) Delays, if any – Reasons thereof and ways to make-up lost time
- c) Issues and concerns
- d) Performance and SLA compliance reports;
- e) Unresolved and escalated issues;
- f) Project risks and their proposed mitigation plan
- g) Discussion on submitted deliverable
- h) Timelines and anticipated delay in deliverable if any
- i) Any other issues that either party wishes to add to the agenda.

During the supply installation and commissioning phase, there may be a need for more frequent meetings and the agenda would also include:

- a) Implementation status
- b) Testing results

#### **3.2 ANY OTHER ISSUES THAT EITHER PARTY WISHES TO ADD TO THE AGENDA.**

#### **3.3 PROJECT MONITORING AND REPORTING**

The selected agency shall circulate soft and written progress reports at agreed intervals to Bhopal Sahakari Dugdha Sangh. Contract status report shall include Progress against the Project Management Plan, status of all risks and issues, exceptions and issues along with recommended resolution etc. Other than the planned meetings, in exceptional cases, project status meeting may be called with prior notice to the Bidder. Bhopal Sahakari Dugdha Sangh reserves the right to ask the bidder for the project review reports other than the standard weekly review reports.

#### **3.4 RISK AND ISSUE MANAGEMENT**

The selected agency shall develop a Risk Management Plan and shall identify, analyse and evaluate the project risks, and shall develop cost effective strategies and action plans to mitigate those risks. The selected agency shall carry out a Risk Assessment and document the Risk profile of Bhopal Sahakari Dugdha Sangh based on the risk appetite and shall prepare and share an Enterprise Risk Register. The selected agency shall develop an issues management procedure to identify, track, and resolve all issues confronting the project. The risk management plan and issue management procedure shall be done in consultation with Bhopal Sahakari Dugdha Sangh.

The selected agency shall monitor, report, and update the project risk profile. The risks should be discussed with Bhopal Sahakari Dugdha Sangh and a mitigation plan, be identified during the project review/status meetings. The Risk and Issue management should form an agenda for the Project Steering Committee meetings as and when required.

### **3.5 GOVERNANCE PROCEDURES**

- a) Selected agency shall document the agreed structures in a procedure's manual
- b) Planning and Scheduling

The selected agency will prepare a detailed schedule and plan for the entire project covering all tasks and sub tasks required for successful execution of the project. The selected agency must get the plan approved from Bhopal Sahakari Dugdha Sangh at the start of the project and it should be updated every week to ensure tracking of the progress of the project.

The project plan should include the following: -

- The project break-up into logical phases and sub-phases.
- Activities making up the sub-phases and phases.
- Components in each phase with milestones.
- The milestone dates are decided by Bhopal Sahakari Dugdha Sangh in this RFP, selected agency cannot change any of the milestone completion dates. selected agency can only propose the internal task deadlines while keeping the overall end dates the same. SI may suggest improvement in project dates without changing the end dates of each activity.
- Key milestones and deliverables along with their dates including those related to delivery and installation of hardware and software.
- Start date and end date for each activity.
- The dependencies among activities.
- Resources to be assigned to each activity.
- Dependency on Bhopal Sahakari Dugdha Sangh.

### **4. TECHNICAL PROPOSAL (ONLINE ONLY)**

Technical Proposal shall comprise of formats and requirements given in the RFP. All the documents / information enclosed with the Technical Proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his Earnest Money Deposit, if any document / information is found to be false/fake/untrue before and after acceptance of Bid. Technical proposal is to be submitted online only.

### **5. FINANCIAL BID PROPOSAL (ONLINE ONLY)**

- a. The Bidder shall have to quote rates in the financial bid format, in overall Percentage, and not item wise. If the Bid is in absolute amount, overall percentage would be arrived at in relation to the NIT amount. The overall percentage rate would apply for all items/ parts of work.
- b. Financial Bid format is uploaded in Excel format
- c. Percentage offer shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- d. The Bidder shall have to quote rates inclusive of all duties, royalties, levies and taxes except Goods and Services Tax (GST). The amount of applicable GST will be paid separately to the Contractor with each bill at the time of payment. The Bhopal Sahakari Dugdha Sangh shall not be liable for any duties, taxes (except GST), royalties and levies.

- e. Financial Bid in Hard copy will not be accepted, Bidder shall submit their quoted amount online only.
  - f. If any Bidder submits Financial Bid/financial offer in offline/hardcopy format, their Bid shall be rejected.
  - g. Bidders are requested to check final figure. Bhopal Sahakari Dugdha Sangh is not responsible for errors in the financial bid.
  - h. Any space left blank in the bidding sheet, then it will be considered as zero "0".
- For online submission, the Bidders have to prepare their bids online, encrypt their data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the RFP after signing of the same by the Digital Signature of their authorized representative.
  - Bidders shall furnish the information strictly as per the formats given in Annexures of this RFP, without any ambiguity. Bhopal Sahakari Dugdha Sangh shall not be held responsible if any Bidder fails to provide the information in the prescribed formats resulting in lack of clarity in interpretation and consequential disqualification. All proposals/Bids/offers shall be numbered, signed & stamped on each Page by the duly 'Authorized Signatory' of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled.
  - The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page in blue ink. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid and Bid shall contain page numbers. Bids submitted by fax, telex, telegram or e-mail shall be rejected out rightly.
  - Any bidder, who submits or participates in more than one Proposal for the aforesaid said Project shall be disqualified.

## **6. FRAUDULENT & CORRUPT PRACTICES**

- Fraudulent practice means a misrepresentation of facts to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non- competitive levels and to deprive the Bhopal Sahakari Dugdha Sangh of the benefits of free and open competition.
- "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of Contract execution.
- Bhopal Sahakari Dugdha Sangh will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

## **7. LOCAL /SITE CONDITIONS**

- It will be incumbent upon each Bidder to fully acquaint itself with the local conditions and other relevant factors of Project which would have any effect on the performance of the contract and
- / or the cost. The Bidders are advised to visit the locations like Bhopal Sahakari Dugdha Sangh office, etc. (at their own cost) and due-diligence should be conducted before the pre- bid meeting/ bid-submission.
- The Bidder is expected to make a site visit to obtain for itself all information that may be necessary for preparing the bid and entering into contract.
- Failure to obtain the information necessary for preparing the bid and/or failure to perform activities that may be necessary for providing the services before entering into contract will in no way relieve the selected agency from performing any work in accordance with the RFP documents.
- It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the RFP Documents. Bhopal Sahakari Dugdha Sangh shall not entertain any request for clarification from the Bidder regarding such conditions.
- It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the RFP Documents will be entertained by Bhopal Sahakari Dugdha Sangh and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by Bhopal Sahakari Dugdha Sangh on account of failure of the Bidder to appraise themselves of local laws and site conditions.

## **8. CONTRACT OBLIGATIONS**

- If after the award of the contract the Bidder does not sign the contract or fails to furnish the Performance Bank Guarantee (PBG) within Seven days (7) from the date of issuing LOA and if the operations are not started within Seven days (7) after the issuing LOA, Bhopal Sahakari Dugdha Sangh reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.
- Once a contract is confirmed and signed, the terms and conditions contained therein shall take precedence over the Bidder's bid and all previous correspondence.
- Amendments to the Contract may be made by mutual-agreement by both the Parties. No variation in or modification in the terms of the contract shall be made except by written amendment signed by both the parties. All alterations and changes in the contract will consider prevailing rules, regulations and laws applicable in the State of Madhya Pradesh.

## **9. REJECTION OF BIDS**

- CEO of Bhopal Sahakari Dugdha Sangh reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for Bhopal Sahakari Dugdha Sangh to accept any Bid or to give any reasons for their decision.
- CEO of Bhopal Sahakari Dugdha Sangh reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reason.

## **10. FORCE MAJEURE**

- Force Majeure shall mean any event or circumstances or combination of events or circumstances that materially and adversely affects, prevents or delays any Party in performance of its obligation in accordance with the terms of the Agreement, but only if and to the extent that such events and circumstances are not within the affected party's reasonable control, directly or indirectly, and effects of which could have prevented through Good Industry Practice or, in the case of construction activities through reasonable skill and care, including through the expenditure of reasonable sums of money.
- Any events or circumstances meeting the description of the Force Majeure which have same effect upon the performance of any contractor shall constitute Force Majeure with respect to the Service Provider. The Parties shall ensure compliance of the terms of the Agreement unless affected by the Force Majeure Events. The Service Provider shall not be liable for forfeiture of its implementation / Performance guarantee, levy of Penalties, or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Agreement is the result of Force Majeure.
- Force Majeure Events: The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences
- shall also be deemed to be within such party's reasonable control) satisfy the definition as stated above. Without limitation to the generality of the foregoing,
- FORCE MAJEURE EXCLUSIONS: Force Majeure shall not include the following event(s) and/or circumstances, except to the extent that they are consequences of an event of Force Majeure:
- Unavailability, late delivery
- Delay in the performance of any contractor, sub- contractors or their agents;
- PROCEDURE FOR CALLING FORCE MAJEURE: The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 30 (Thirty) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

## **11. USE OF CONTRACT/AGREEMENT DOCUMENTS AND INFORMATION**

- The selected agency shall not without prior written consent from Bhopal Sahakari Dugdha Sangh disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of Bhopal Sahakari Dugdha Sangh in connection therewith to any person other than the person employed by the Selected Agency in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- The selected agency shall not without prior written consent of Bhopal Sahakari Dugdha Sangh make use of any document or information made available for the project except for purposes of performing the Agreement.
- All project related documents issued by Bhopal Sahakari Dugdha Sangh other than the contract/Agreement itself shall remain the property of Bhopal Sahakari Dugdha Sangh and Originals and all copies shall be returned to Bhopal Sahakari Dugdha Sangh on completion of the selected agency's performance under the Agreement, if so, required by the Bhopal Sahakari Dugdha Sangh.

## **12. REPRESENTATION AND WARRANTIES**

- Representation and Warranties by the selected agency
  - It is a company duly organized and validly existing under the laws of India and has all requisite legal power and authority and corporate authorizations to execute the Agreement and carry out the terms, conditions and provisions hereof. It has in full force and effect all requisite clearances, approvals and permits necessary to enter into the Agreement and perform its obligations hereof.
  - The Agreement and the transactions and obligations hereof do not contravene its constitutional documents or any law, regulation or government directive and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party or by which it or its property may be bound or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers or cause it to exceed its authorized powers.
  - There is no pending or threatened actions, suits or proceedings affecting the selected agency or its affiliates or any of their respective assets before a court, governmental agency, commission or arbitrator or administrative tribunal which affects the Selected Agency's ability to perform its obligations under the Agreement; and neither Selected Agency nor any of its affiliates have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution or otherwise).
  - The selected agency confirms that all representations and warranties of the Operator set forth in the Agreement are true, complete and correct in all respects.
  - No information given by the selected agency in relation to the Agreement, project documents or any document comprising security contains any material wrong- statement of fact or omits to state as fact which would be materially adverse to the enforcement of the rights and remedies of Bhopal Sahakari Dugdha Sangh or which would be necessary to make any statement, representation or warranty contained herein or therein true and correct.
- Representations and Warranties by Bhopal Sahakari Dugdha Sangh
  - It has full legal right; power and authority to execute the project and to enter into and perform its obligations under the Agreement and there are no proceedings pending.
  - The Agreement has been duly authorized, executed and delivered by Bhopal Sahakari Dugdha Sangh and constitutes valid, legal and binding obligation of Bhopal Sahakari Dugdha Sangh. Also, the execution and delivery of the Agreement with the selected agency does not violate any statutory judgment, order, decree, regulation, right, obligation or rule of any court, government authority or arbitrator of competent jurisdiction applicable in relation to Bhopal Sahakari Dugdha Sangh, its assets or its administration.

## **13. SETTLEMENT OF DISPUTES & ARBITRATION**

- That if any dispute arises, the case will be presented to the Managing Director of MPCDF for resolution. in case it is not resolved, action will be taken as per the provisions of the Arbitration Act 1996.

## **14. BOOKS AND RECORDS**

Selected agency shall maintain adequate Documents Related to project's physical materials & equipment for inspection and audit by Bhopal Sahakari Dugdha Sangh during the terms of Contract until expiry of the performance guarantee.

## 15. SELECTION METHOD: METHOD OF SELECTION

Selection method is Technical qualification as well as Least cost based selection method. Financial bids of the PQ/technically qualified bidders shall be opened. Bidder's whose financial quote is adjudged as lowest by the bid evaluation committee shall be adjudged as selected and will be termed as successful bidder.

Note: Financial bids of bidders who are technically not qualified or does not comply to pre-qualification criteria shall not be opened and such bidders shall be out of competitive process and their EMD shall be returned after signing of contract with successful bidder.

## 16. PRE-QUALIFICATION CRITERIA

The proposal failing to meet all of the below pre-qualification eligibility criteria shall be disqualified and will not be considered for technical evaluation process.

S. No	Basic Requirement	Specific Requirement	Documents Required
PQ 1	Legal Entity	The bidder should be a firm duly constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Note: - Firms registered in India should be registered in Indian companies act 1956 or partnership act 1932. - Firms registered outside India should submit necessary documents of incorporation and registration. Also, such firms should necessarily have their Indian subsidiary and should submit relevant documents regarding the subsidiary as well.	Copy of valid Registration Certificates  Copy of Certificates of incorporation  Note: Bidders should provide Annexure-1 and necessary documents as mentioned above regarding this.
PQ 2	Turnover	Average annual turnover of bidder or its Indian subsidiary should be at least Rs 20.00 Crores from last three financial years (FY's 2020-21, 2021-22, 2022-23) as per audited balance sheet.	CA Certificate with CA's Registration Number with Seal sign & Audited Balance sheet  Note: Bidders should provide Annexure-3 and necessary documents as mentioned above regarding this.
PQ 3	Net worth	The net worth of the bidder or its Indian subsidiary, as on last financial year (31 <sup>st</sup> March 2023), should be Positive.	CA Certificate with CA's Registration Number/ Seal  Note: Bidders should provide Annexure-3 and necessary documents as mentioned above regarding this.
PQ4	Technical Capacity	The bidder or its Indian subsidiary should have successfully completed similar projects (Software & IoT Devices for Milk Safety and Bulk Milk Coolers Monitoring or with food & agri-business) globally in 5 locations. The projects cited should be in last three years from date of bid submission and value of each project should be INR 6 Crores as per currency exchange rates on date of bid submission.	Work Completion Certificates from the client; OR Work Order Certified by the Statutory Auditor  Note: Bidders should provide Annexure-2 and necessary documents as mentioned above regarding this.
PQ5	Tax registration	The bidder or its Indian subsidiary should have a registered number of i.) Income Tax / Pan number ii.) GST	Copy of PAN Card and Copy of all valid certificates

## **17. AWARD OF CONTRACT**

Authority will notify the successful Bidder in writing through the Letter of Acceptance (LOA) by e-mail followed by courier. After the notification of award, the Bidder shall sign and return back a duplicate copy of the LOA to Authority or the agency designated by the Authority within 7 days from the date of issuance of the Notification of Award / Letter of Award, through email followed by courier.

### **17.1 SINGING OF CONTRACT**

The bidder shall submit the Performance Bank Guarantee within 7 (Seven) days from the date of issuance of LOA. On receipt of the Performance Bank Guarantee, Authority or the agency designated by Authority shall enter into a contract with the successful bidder.

### **17.2 PERFORMANCE SECURITY**

- Prior to signing of Contract, the Successful Bidder has to submit the requisite interest free Performance Security equivalent to 5% (Five percent) of total awarded amount for the Project and additional security (if any) for unbalanced Bids in accordance with clause 26 above in form of an irrevocable & unconditional Bank Guarantee issued by a Scheduled Bank, within 7 (Seven) days from the date of issue of LoA, with the validity up to 120 days beyond the end of the Contract Period.
- In case, the Performance security and additional security (if any) is not furnished by the Successful Bidder during the 7 (Seven) days' time period, then the same shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal. Further, the Bidder will be debarred for a period of 2 years from participating in future Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal projects.
- The Security Deposit may be replaced by equivalent amount of Bank Guarantee, with validity up to 120 days beyond the completion of Contract Period/ extended Contract Period.
- The Security Deposit shall be refunded on completion of Contract Period (Implementation Period and Defect Liability Period).

## **18. EXECUTION OF WORK**

- **Transfer of Project Work**
  1. During the Contract Period, the Successful Bidder/Contractor shall not transfer, assign or any portion thereof permanently or temporarily to anybody else unless approved by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and shall not be allowed to take any person to share the project or to use any part thereof without prior approval of the Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal.
  2. All the equipment installed under this Contract shall be the assets of Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal exclusively.

## 18.1 TIME ALLOWED FOR PROJECT EXECUTION

- The Successful Bidder shall submit its plan/ time line and preliminary schedules to Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal within 7 (Seven) days from the date of receipt of LOA.
- The Successful Bidder shall complete the work within six (6) months from the date of signing of the Contract Agreement. Any extension of time schedule will be at the discretion of Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal.
- The Successful Bidder shall not be allowed to appoint any sub-contractor (the “Sub- Contractor”), without the prior written approval of the Authority. Replacement of an appointed Sub-Contractor shall also require the written approval of the Authority.
- Failure to comply with the time schedule described in the Agreement for execution/ implementation of the Project, will invite the penalty as mentioned in RFP

## 19. OBLIGATIONS OF SELECTED AGENCY

- The Selected Agency would be required to Supply, Install, Commission, maintain and manage the assets created under this project on behalf of Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal. It will be the selected agency’s responsibility to ensure compliance to the requirements in accordance with and in strict adherence to the terms of the RFP and the Contract.
- In addition to the aforementioned, the Selected Agency shall:
  - a) Perform the Services specified by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and make available the necessary equipment / facilities / services as may be necessary to comply with the ‘Scope of work’ requirements as specified in the bid and changes thereof.
  - b) The Selected Agency shall ensure that its team is competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this Contract.
  - c) The Selected Agency shall ensure that the Services are performed in accordance with the terms hereof and to the direction given by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and as per the requirements stated in the contract and bid document. Nothing in this Contract relieves the Selected Agency from its liabilities or obligations under this Contract to provide the Services in accordance with Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal directions and requirements as stated in the Contract and the Bid to the extent accepted by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and the Selected Agency shall be liable for any non-performance, non- compliance, breach or other loss and damage resulting either directly or indirectly by or because of its team.
  - d) The Selected Agency’s representatives shall have all the powers requisite for the performance of services under this contract. The Selected Agency’s representatives shall liaise with Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal’s representatives for the proper coordination and timely completion of the works and on any other matters pertaining to the works. The Selected Agency will extend full co-operation to Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal’s representatives in the manner required by them for supervision/ inspection / observation of the facilities, equipment / material, procedures, performance, reports and records pertaining to the works.
  - e) Selected Agency shall also have complete charge of the Selected Agency’s personnel engaged in the performance of the works and to ensure internal discipline, compliance of rules, regulations and safety practices. Selected Agency shall also co-ordinate and co- operate with the other Service Providers / Vendors of Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal working at the site/offsite for activities related to planning, execution of scope of work and providing services under this contract.

## 19.1 REPORTING PROGRESS:

- The Selected Agency shall monitor progress of all the activities specified in the contract and submit monthly progress report about various aspects of the work to Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal as per Scope of Work. Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal on mutual-agreement between both parties may change the periodicity of such reports. Extracts of the progress report to be termed, as “Executive Summary” shall be submitted in 3 copies, along with 3 copies of monthly progress report. The same is required to be submitted in soft copy as well. Formats for such reporting shall be discussed at the Kick-off meeting.
- The facilities / services and / or Staffs to be provided by the Selected Agency under the Contract and the manner and speed of execution and maintenance of the work are to be conducted in a manner to the directions given by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and as per the requirements stated in the contract and bid document in accordance with the Contract. Should the rate of progress of the work compliance to the requirements of the Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal or their facilities or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works or insufficient for satisfactory operations of the project, Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal shall so notify the Selected Agency in writing.
- The Selected Agency shall reply to the written notice giving details of the measures they propose to take to expedite the progress to complete the works by the prescribed time. The Selected Agency shall not be entitled to any additional payment for taking such steps. If at any time it should appear to Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal that the actual progress of work does not conform to the approved plan the Selected Agency shall produce at the request of Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance/improvement to the stipulated requirements.

## 19.2 KNOWLEDGE OF SITE CONDITIONS:

- The Selected Agency’s undertaking of this Contract shall be deemed to mean that the Selected Agency possesses the knowledge of entire project and O&M related requirements as stipulated in the RFP.
- The Selected Agency shall be deemed to have understood the requirements and have satisfied itself with the data contained in the RFP Document, the quantities and nature of the works and materials necessary for the completion of the works, etc. and in-general to have obtained itself all necessary information of all risks, contingencies and circumstances affecting its obligations and responsibilities therewith under the Contract and its ability to perform it.

Selected Agency shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price for the works. The consideration provided in the Contract for the Selected Agency undertaking the works shall cover all the Selected Agency’s obligation and all matters and things necessary for proper execution and maintenance of the works in accordance with the Contract and for complying with any instructions which Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal may issue in accordance with the connection therewith and of any proper and reasonable measures which Selected Agency takes in the absence of specific instructions from Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal.

### 19.3 INSURANCE

- The Goods supplied under this Contract shall be comprehensively insured by selected agency at his own cost, against any loss or damage, for the entire period of the contract. Selected agency shall submit to the designated authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- Selected agency shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by selected agency.
- Selected agency shall take out and maintain at its own cost, on terms and conditions approved by the designated authority, insurance against the risks, and for the coverages, as specified below;
  1. at the designated authority 's request, shall provide evidence to the designated authority showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.
  2. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate

### 20. APPLICATION OF TERMS AND CONDITIONS

These general conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal shall be final and binding on the bidders.

### 21. STANDARDS

The Selected Agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The SI shall always act in respect of any matter relating to this contract as faithful advisor to Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal. The SI shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country as on the date of the requirements and design submissions. The services supplied under this contract shall conform to the standards mentioned in the requirement specifications.

### 22. DELIVERY AND DOCUMENTATION

- The Selected Agency shall submit all the deliverables on due date as per the delivery schedule agreed between parties.
- No party shall, without the other party's prior written consent, disclose contract, drawings, specifications, plan or other documents to any person other than an entity employed by the affected party for the performance of the contract.
- In case of the termination of the contract, the possession of documents prepared by the Selected Agency under this contract will be subject to mutual-agreement between the Selected Agency and Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal.

## **23. ASSIGNMENT**

The Selected Agency shall not assign, in whole or in part, his obligations to perform under the contract, to any other party or persons, except with Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal's prior written consent. The permission, if any, of Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal must be taken before award of the contract.

## **24. TERMINATION FOR DEFAULT**

Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal may, without prejudice to any other remedy for breach of contract can terminate the contract, in whole or in part after giving 30 day's prior written notice to the Selected Agency to rectify the noncompliance as mentioned in RFP.:

- a) If the Selected Agency fails to deliver any or all the services within the time periods specified in the contract, or any extension thereof granted by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal; OR
- b) If the Selected Agency fails to perform any obligations under the contract.

## **25. GOVERNING LANGUAGE**

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 both English & Hindi.

## **26. APPLICABLE LAW**

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. The contracts shall be interpreted in accordance with the laws of the state of Madhya Pradesh, highest jurisdictions applicable will be of Jabalpur High Court.

## **27. NOTICES**

Any notice by one party to the other pursuant to the contract shall be sent in writing by registered post only to the addresses as defined under this contract or through E-mail. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **28. LIMITATION OF LIABILITY**

- Selected Agency's cumulative liability for its obligations under the contract shall not exceed the contract value and the Selected Agency shall not be liable for incidental, consequential, or indirect damages including loss of profit or saving.
- If the contract is partially completed, then in such case Selected Agency's cumulative liability will not exceed the contract value of remaining/pending work of the contract.

## **29. CONFIDENTIALITY**

- Selected Agency should understand and agrees that all materials and information marked and identified by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal as 'Confidential' are valuable assets of Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and are to be considered Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal 's proprietary information and property. Selected Agency will treat all confidential materials and information provided by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal with the highest degree of care necessary to ensure that unauthorized disclosure does not occur. Selected Agency will not use or disclose any materials or information provided by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal without Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal 's prior written approval.

- Selected Agency shall not be liable for disclosure or use of any materials or information provided by Bhopal Sahakari Dugdha Sangh or developed by Selected Agency which is:
  - Possessed by Selected Agency prior to receipt from Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal, other than through prior disclosure by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal, as documented by Selected Agency's written records;
  - Published or available to the public otherwise than through a breach of Confidentiality; or
  - Obtained by Selected Agency from a third party with a valid right to make such disclosure, provided that said third party is not under a confidentiality obligation to Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal or
  - Developed independently by the Selected Agency.
  - Nothing herein shall be construed as granting to either party any right or license under any copyrights, inventions, or patents now or hereafter owned or controlled by the other party. The requirements of use and confidentiality set forth herein shall survive the expiration, termination or cancellation of this RFP. Confidential Information disclosed under this contract shall be subject to confidentiality obligations for a period of 3 years and 6 months following the initial date of disclosure. Nothing contained in this contract shall limit the Selected Agency from providing similar services to any third parties or reusing the skills, know-how, and experience gained by the employees in providing the services contemplated under this contract.

### **30. SEVERABILITY**

If any term, clause or provision of the agreement shall be judged to be invalid for any reason whatsoever such invalidity shall not affect the validity or operation of any other term, clause or provision of the agreement and such invalid term clause or provision shall be deemed to have been deleted from the agreement and if the invalid portion is such that the remainder cannot be sustained without it, both parties shall enter into discussions to find a suitable replacement to the clause that shall be legally valid.

### **31. CONTRACT PERIOD**

The O&M contract shall remain valid for a period of 3 Years from the date of commissioning of O&M operations and end with the date of completion. However, Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal reserves a right to terminate the contract in accordance with the termination provision contained in the contract by sending a notice to the bidder in the events of non-performance, security violations and non-compliance along with respective proof of the cause of termination. Selected Agency must respond to the termination notice within 30 days to avoid the forfeiture of the contract.

Further, post completion of the contract period in case of a mutual understanding between the Successful Bidder and Bhopal Sahakari Dugdha Sangh, provision for allocating further O&M of the project shall be granted to the successful bidder without requirement of tendering process on a mutual agreeable term.

### **32. CONTRACT ADMINISTRATION**

Either party may appoint any individual / organization as their authorized representative through a written notice to the other party. Each representative shall have the authority to:

- a. Exercise all the powers and functions of his / her Party under this Contract other than the power to amend this Contract and ensure the proper administration and performance of the terms hereof and
- b. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
- c. The Selected Agency along with the members of sub-contracted agency / third party shall be bound by all undertakings and representations made by the authorized representative of the Selected Agency and any covenants stipulated hereunder with respect to this Contract for and on their behalf.
- d. For the purpose of execution or performance of the obligations under this Contract Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal's
- e. Representative would act as an interface with the nominated representative of the Selected Agency.
- f. Selected Agency shall comply with any instructions that are given by Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal's Representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the RFP.
- g. A Committee comprising of representatives from MPCDF and the Selected Agency shall meet on a mutually agreed time or quarterly basis to discuss any issues / bottlenecks being encountered.

### **33. RELATIONSHIP BETWEEN THE PARTIES**

- Nothing in this Contract constitutes any fiduciary relationship between Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and Successful Bidder's Team or any relationship of employer-employee, principal and agent, or partnership, between Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal and Successful bidder.
- No Party has any authority to bind the other party in any manner whatsoever except as agreed under the terms of this Contract.
- Neither Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal nor Selected Agency has no obligations to the Successful Bidder's or Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal's Team respectively except as agreed under the terms of this Contract.

### **34. INDEMNIFICATION**

Selected Agency (the "Indemnifying Party") at its expense and to the maximum extent permitted by law, undertakes to indemnify, defend and hold harmless Bhopal Sahakari Dugdha Sangh (the "Indemnified Party") from and against all losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Party, attributable to the Indemnifying Party's

or its representative's negligence or wilful default, including but not limited to, mismanagement of the brand Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal, bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) in performance or non-performance under this Agreement; provided, however, that Indemnifying Party shall not be obligated to defend, indemnify, or hold the Indemnified Party from and against any such liabilities, costs, losses, damages and expenses to the extent caused solely by any negligent act or omission or intentional wrongdoing of such Indemnified Party. In case of any negligence or wilful default by agency, leading to disrepute/ financial obligations/ penalties to Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal, during the course of contract or after, the media agency will be held liable.

## **ANNEXURE1- GENERAL INFORMATION OF THE BIDDER**

(To be submitted on the Letterhead of the Bidder)

**Note:** If the bidder is International, in that case the above information should be provided for its Indian Subsidiary as well and international bidder will provide applicable information based on applicable laws of the country where it is registered.

Sr.no.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Name of Organization/ Proprietary Firm/ Partnership Firm Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956/2013)/ Corporation/	
3.	Entity of Organization:  Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956/2013 (as amended)	
4.	Address of Communication	
5.	Telephone Number with STD Code	
6.	Fax Number with STD Code	
7.	Mobile Number	
8.	E-mail Address for all communications	
9	Details of Authorized Representative	
A	Name	
B	Designation	
C	Postal Address with pin code	
D	Telephone Number with STD Code	
E	Fax Number with STD Code	
F	Mobile Number	
G	E-mail Address	

**Note:** In case of Partnership firm and Company, certified copy of partnership deed/ Articles of Association and Memorandum of Association of Company along with registration certificate of the Company shall have to be enclosed. In case of Proprietorship firm, registration certificate under indirect taxes shall have to be enclosed.

Signature of Bidder with Seal Date:

## **ANNEXURE2 - FORMAT FOR TECHNICAL CRITERIA OF BIDDER**

### **Work Experience Record (List of Similar Works Executed in Past)**

<b>Sr. No.</b>	<b>Agreement Number &amp; Year</b>	<b>Name of Project</b>	<b>Date of Work Order and Date of Completion</b>	<b>Project Cost</b>	<b>Contact Details of Department / Authority</b>
1.					
2.					
3.					
4.					
5.					

**Note:** Work order and Completion Certificate duly signed by client office shall also be enclosed for each completed work.

Signed

(Name of the Authorized Signatory)

For and on behalf of (Name of the

Bidder) Designation:

Place:

Date

### **ANNEXURE3 - FORMAT FOR FINANCIAL CAPABILITY OF BIDDER**

Note: Incase the bidder is international then below information needs to be filled for international bidder and its Indian Subsidiary as well but financial information of international bidder will be evaluated.

Sr. No.	Financial Year	Turnover (Rs.)
1.		
2.		
3.		
Total		
Average Total		
Net Worth as on 31 <sup>st</sup> March 2023 is positive.		

**Note:**

- Annual Turnover of IT/ITeS and total turnover should be certified by the Chartered Accountant.
- Audited Balance Sheet including all related notes, and income statements for the above financial years to be enclosed.

Signed

Signature of Statutory Auditors

(Name of the Authorized Signatory)

(with seal & registration no.)

For and on behalf of  
(Name of the  
Bidder)

Designation:

Place:

Date

## **ANNEXURE4–BOQ**

<b>Sr. No.</b>	<b>Item/Deliverables</b>	<b>Units</b>	<b>Rate/ Unit F.O.R. BMC excluding GST</b>	<b>Total Amount Rate/ Unit F.O.R. BMC excluding GST</b>	<b>Total Amount in Words Rate/ Unit F.O.R. BMC excluding GST</b>
<b>A</b>	<b>Software Development (Price quoted by bidder is payable to selected agency)</b>				
1	Price for Overall solution (Software, Hardware, cloud solution, integration, mobile app and other associated components as per RFP) as per scope of work and specifications and total 345 BMC locations	Per Unit			
2	Price for Operation Phase of 3 years as per scope of work	1 JOB			
			<b>Total (A)</b>		
<b>Grand Total for Software Development in INR (Total of A1 to A2)</b>					
<b>Grand Total for Software Development in INR (Total of A1 to A2) In Words</b>					

Note :- Rate for no 2 consists only operational cost. No maintenance will be paid to the selected agency.

## **ANNEXURE5 – FORMAT FOR CONTRACT AGREEMENT**

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 at Bhopal, Madhya

Pradesh BETWEEN

Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal Dairy Plant, Habibganj, Bhopal which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the BSDS") on one Part;

AND

M/s. \_\_\_\_\_, having its office at \_\_\_\_\_, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns (hereinafter called "the Contractor") on the other part.

WHEREAS the BSDS had conducted a competitive bidding process by inviting proposal in the form of bids (the "Bid") vide RFP no. \_\_\_\_\_ and NIT bearing no. \_\_\_\_\_ (as amended by Corrigendum(s)) seeking proposals from interested parties for selection of a contractor for **"Selection of Agency for Supply, Installation, Operation & Maintenance of Software & IoT Devices for Milk Safety and Bulk Milk Coolers Monitoring for 3 Years** excluding 6 Months for installation (further extendable for 2 years, on mutually agreed terms and conditions) **at Bhopal Madhya Pradesh (M.P.)"** (hereinafter called "Works").

AND WHEREAS various Bidders including M/s. \_\_\_\_\_ submitted its proposal to the Bhopal Sahakari Dugdha Sangh Maryadit, Upon evaluation of the proposals so received, the Bhopal Sahakari Dugdha Sangh Maryadit, accepted the proposal submitted by M/s. \_\_\_\_\_ i.e., the Contractor for the execution and completion and maintenance of such Works and the remedying of any defects therein at a cost price

of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) (hereinafter called the "Contract Price") and declared it as the Selected Bidder/ Contractor.

AND WHEREAS the Bhopal Sahakari Dugdha Sangh Maryadit, Bhopal Dairy Plant, Habibganj, Bhopal issued Letter of Acceptance bearing no. \_\_\_\_\_ dated \_\_\_\_\_ to the Selected Bidder/ Contractor which was duly acknowledged by it.

AND WHEREAS the Selected Bidder/ Contractor as a pre-requisite condition of signing of this agreement has submitted the Performance Security by way of an irrevocable and unconditional Bank Guarantee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) i.e., 5% of total Contract Price vide Bank

Guarantee no. \_\_\_\_\_ and Additional Performance Security of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) vide Bank Guarantee no. \_\_\_\_\_ of \_\_\_\_\_ Bank (with full address).

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which are hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree to execute this Agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the RFP document/ Conditions of Contract therein (hereinafter referred to and they shall be deemed to form and be read and construed as part of this agreement).
2. In consideration of the payments to be made by the Bhopal Sahakari Dugdha Sangh Maryadit to the Contactor as hereinafter mentioned, the Contractor hereby covenants with the Bhopal Sahakari Dugdha Sangh Maryadit to execute, complete and maintain the Works for the period define in the RFP and remedy any defects therein in conformity with the provisions of the RFP document.
3. The Bhopal Sahakari Dugdha Sangh Maryadit hereby covenants to pay the Contractor, in consideration of the execution, completion and maintenance of the Works and the remedying the defects therein, Contract Price or such other sum as may become payable under the provisos of the Contract at the times and in the manner prescribed by the RFP document.
4. The following documents and all the conditions and provisions therein shall be deemed to form and be ready and construed as part of this Agreement, viz:
  - a) Letter of Acceptance;
  - b) Letter for Plan of Action(s), if any;
  - c) Drawings;
  - d) Bill of Quantities;
  - e) RFP document and Corrigendum(s);
  - f) Contractor's Bid; and
  - g) Any other documents listed in the RFP document forming part of the Contract.

The Parties agree that the above documents are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in the Agreement, the priority of these documents shall, in the event of any conflict between them, be in the order as the documents have been set forth above.

In witnessed where of the parties thereto have caused this agreement to be executed on the day and year first before written.

Signed and executed on behalf of CEO, (BDS)	Signed and executed on behalf of Mr. _____
By: _____ Authorized Signatory Name: Designation:	By: _____ Authorized Signatory Name: Designation:
Witness: 1.	Witness: 1.
2.	2.

## **ANNEXURE-6- INDICATIVE SPECIFICATION OF HARDWARE & SOFTWARE**

### **1. Comprehensive Dashboard**

#### **1.1 Centralized Monitoring System:**

- The system must provide a centralized dashboard to monitor all connected devices in real-time.
- The dashboard must be customizable, allowing users to prioritize critical data and choose different graph types for data visualization.
- The system should support multi-location monitoring, enabling comparison of performance across different sites.

#### **1.2 Data Visualization and User Interface:**

- The dashboard must offer customizable widgets and graphs.
- It should display key metrics such as temperature, humidity, door status, and equipment performance in real-time.

### **2. Real-Time Alerts and Notifications**

#### **2.1 Configurable Alerts:**

- The system must allow for setting specific thresholds for various parameters (e.g., temperature, humidity).
- It should support multi-channel notifications, including email, SMS, and mobile app notifications.

#### **2.2 Escalation Procedures:**

- The system must support alert escalation procedures to ensure that critical issues are addressed promptly.
- Custom alert rules should be available to categorize alerts by severity (info, warning, critical).

### **3. Data Logging and Reporting**

#### **3.1 Detailed Data Logging:**

- The system must log and store historical data for analysis, audits, and compliance checks.
- Users should have granular access to data logs, including timestamps and sensor readings.

#### **3.2 Custom Reporting:**

- The system should support automated and custom report generation based on specific criteria.
- Reports must be exportable in various formats (PDF, Excel, CSV) for further analysis and sharing.

### **4. Integration with Other Systems**

#### **4.1 Seamless Integration:**

- The system must provide APIs for integration with other enterprise systems such as ERP, CRM, and inventory management.
- Webhooks should be available to trigger actions in other systems based on events within the monitoring system.

### **5. Scalability and Flexibility**

#### **5.1 Scalable Infrastructure:**

- The system must be designed to scale effortlessly, accommodating an increasing number of devices, users, and data points.
- It should support flexible configurations for different locations or asset types.

### **6. User Access Controls and Permissions**

### **6.1 Role-Based Access Control:**

- The system must support role-based access control to ensure that users have access only to the data and functions they need.
- It should maintain detailed logs of user activities for security and compliance purposes.

## **7. Advanced Analytics and Insights**

### **7.1 Predictive Analytics:**

- The system must include predictive analytics capabilities to forecast maintenance needs and optimize operational efficiency.
- It should analyze historical data to identify trends and patterns for data-driven decision-making.

### **7.2 Machine Learning:**

- The system must utilize machine learning algorithms to detect anomalies in data and trigger alerts for further investigation.

## **8. Mobile Access and Remote Monitoring**

### **8.1 Mobile Application:**

- The system must provide a mobile app that offers real-time access to all data and functionalities available on the desktop platform.
- The app should support push notifications to keep users informed of critical issues on-the-go.

## **9. Compliance and Audit Trails**

### **9.1 Regulatory Compliance:**

- The system must automate compliance checks with food safety regulations and generate audit-ready reports.
- It should maintain detailed audit trails of all actions taken within the system.

### **9.2 Audit-Ready Reporting:**

- The system should be capable of generating detailed reports and logs for compliance audits, providing a clear record of all monitored parameters and actions taken.

## **10. IoT Device Management**

### **10.1 Remote Device Management:**

- The system must support remote firmware updates and parameter configuration for connected devices.
- It should enable health monitoring of devices, with alerts for issues such as low battery or connectivity problems.

### **10.2 Diagnostics and Troubleshooting:**

- The system must provide detailed diagnostics for device performance and troubleshooting.

### **10.3 Security and Data Protection:**

- The system must ensure secure communication and data protection, compliant with industry standards and regulations.

## **Hardware (Sensors):**

### **1. IoT Devices Specifications**

#### **1.1 General Device Specifications:**

- Devices must be preconfigured and ready to deploy out of the box.

- Devices must have built-in batteries designed for long-term use (minimum 5 years) and support remote battery status monitoring.
- Devices must be capable of operating in a wide range of environmental conditions, with IP ratings suitable for their intended use (e.g., IP67 for outdoor devices).

### **1.2 Sensor Accuracy and Range:**

- Temperature Sensors: Must measure within the range of -55°C to +125°C with an accuracy of  $\pm 0.5^\circ\text{C}$  (max  $\pm 2.0^\circ\text{C}$ ).
- Humidity Sensors: Must measure within the range of 0% to 96% RH with an accuracy of  $\pm 3\%$  RH.
- Ultrasonic Distance Sensors: Must measure distances within 3 to 450 cm with a resolution of 1 mm and an accuracy of  $\pm(1+0.3\%*S)$  cm.
- Current Meters: Must measure currents with a range of 100 mA to 75A with an accuracy of  $<\pm 1\%$ .

### **1.3 Power and Battery Life:**

- Devices should have ultra-low power consumption, ensuring a battery life of at least 5 years under normal operating conditions (e.g., 10-minute reporting interval).
- Devices must use replaceable or rechargeable batteries and provide battery status updates.

### **1.4 Environmental and Durability Standards:**

- Devices should be designed to operate within a temperature range of -40°C to +85°C.
- Devices must be resistant to environmental factors such as dust, moisture, and impacts, with appropriate IP ratings (e.g., IP67 for outdoor use, IP53 for indoor use).

## **2. Warranty :**

- All devices/instruments must have 3 years of warranty. In case of extinction of contract warranty would be extended automatically.

## **3. Gateway Specifications**

### **3.1 General Gateway Specifications:**

- Gateways must support connection with at least 200 nodes simultaneously.
- Gateways should be preconfigured and ready to deploy out of the box, with built-in support for LoRaWAN network servers.
- Gateways must support multiple backhaul options including Ethernet, Wi-Fi, and cellular (3G/4G) for reliable data transmission.

### **3.2 Performance and Scalability:**

- Gateways should use high-performance processors (e.g., quad-core ARM Cortex-A53) and have sufficient memory (e.g., 512 MB RAM, 8 GB eMMC) to handle high data traffic.
- Gateways must support long-range communication up to 15 km line-of-sight.

### **3.3 Environmental and Power Specifications:**

- Gateways must be designed for indoor use with IP53-rated enclosures.
- Gateways must operate within a temperature range of -40°C to +70°C and have a humidity tolerance of 0% to 95% (non-condensing).

### **3.4 Security and Management:**

- Gateways must support secure communication protocols including IPsec, OpenVPN, and L2TP.
- Gateways must provide remote management capabilities, including device health monitoring, configuration management, and firmware updates.

## **4. Ease of Deployment and Management**

### **4.1 Plug-and-Play Deployment:**

- Devices and gateways must be designed for easy installation and setup, with minimal configuration required.
- Devices should include mounting kits and clear instructions for installation in various environments.

#### **4.2 Pre-configuration and Integration:**

- Devices should be preconfigured with network settings and ready to join the LoRaWAN network immediately after power-up.
- Gateways should come with preconfigured network server settings and support seamless integration with existing IT infrastructure.

#### **4.3 Remote Management and Configuration:**

- Devices and gateways must support remote configuration and management via a centralized platform.
- The system should allow for remote diagnostics, troubleshooting, and firmware updates to minimize on-site maintenance.

#### **4.4 Scalability and Flexibility:**

- The system should be scalable, allowing for easy addition of new devices and gateways without significant reconfiguration.
- The platform must support flexible deployment options, including different frequency bands and power sources, to adapt to various operational requirements.

### **5. Compliance and Certification**

#### **5.1 Regulatory Compliance:**

- Devices and gateways must comply with relevant regulatory standards for safety, performance
- The system should meet industry standards for data security and privacy.

### **Additional Requirements**

#### **1. Support and Maintenance:**

- The vendor must provide comprehensive support and maintenance services, including technical support, software updates, and system upgrades.

#### **2. Training and Documentation:**

- The vendor must offer training for system users and administrators.
- Detailed documentation, including user manuals and technical guides, must be provided.

#### **3. OEM Experience and References:**

- The vendor must demonstrate experience in providing similar solutions to other government or large-scale enterprise clients.
- References and case studies should be provided to support the vendor's capability and reliability.

## **ANNEXURE-7- FORMAT OF COMPLETION CERTIFICATE**

**Subject: Completion Certificate of Supply, Installation, Operation & Maintenance of Software & IoT Devices for Milk Safety and Bulk Milk Coolers Monitoring**

**References:**

- Tender No.-
- Work Order No. / Letter of Intent No. -
- Agreement done between M/s \_\_\_\_\_ and Bhopal Sahakari Dugdha Sangh dated XX/XX/20XX for RFP for Supply, Installation, Operation & Maintenance of Software & IoT Devices for Milk Safety and Bulk Milk Coolers Monitoring

With reference to above cited subject and references, it is certified that M/s ----- has successfully completed the UAT & Go-Live certificate can be issued.

**Officer-In-charge (OIC),**

**BDS**