



Bihar State Milk Co-Operative Federation Ltd

DAIRY DEVELOPMENT COMPLEX, P.O. - BIHAR VETERINARY COLLEGE, PATNA-800014(BIHAR)

E-Mail: engineeringcomfed@gmail.com, Website: www.sudha.coop

EXPRESSION OF INTEREST

DOCUMENT

FOR

EMPANELMENT OF

ARCHITECTURAL

CUM

STRUCTURAL

DESIGNCONSULTANTS



Bihar State Milk Co-Operative Federation Ltd

DAIRY DEVELOPMENT COMPLEX, P.O. - BIHAR VETERINARY COLLEGE, PATNA-800014(BIHAR)

E-Mail: engineeringcomfed@gmail.com, Website: www.sudha.coop

COMFED:ENGG:352:Vol-III:

Date:

Tender Notice

Sealed tenders/bids are invited in two parts (Technical bid & Price bid) from registered architectural & design companies / Individual Architect to participate for the empanelment for the Provision of Architectural cum structural Design Consultancy for Construction Works related to construction of Dairy Plants and different civil works to be executed by COMFED & its Milk Unions / Units to submit their Expression of Interest (EOI) initially for three years which may be extended as per requirement.

The interested bidder/consultant may download the Tender Document & Detailed Terms & Conditions from our website – www.sudha.coop and may submit the duly filled bid in two separate envelope – Technical and financial Bid to **Managing Director, Bihar State Milk Co-operative Federation Ltd, Dairy Development Complex, PO- BV College, Patna- 14, latest by 3.00 PM on or before, 03.01.2020.**

The undersigned reserves the right to cancel the Tender at any stage before award of the assignment.

Managing Director



Bihar State Milk Co-Operative Federation Ltd

DAIRY DEVELOPMENT COMPLEX, P.O. - BIHAR VETERINARY COLLEGE, PATNA-800014(BIHAR)

E-Mail: engineeringcomfed@gmail.com, Website: www.sudha.coop

IMPORTANT INFORMATION:

01.	Tender Purpose for Bidder/Consultants:-			
	Name of the work	Work Value	Cost of tender document (Non refundable)	Earnest Money Deposit (EMD)
[A]	Architectural Cum Structural Design, Consultancy for the construction works related to the Infrastructure of Dairy Plants concerning construction of Miscellaneous Dairy Building/Product Building/Industrial Building/ETP/Roads/Hard Park and other civil related works at different places in the State of Bihar/ Jharkhand.	Up to ₹5.0 Crore.	₹5,000.00	₹50,000.00
[B]	Architectural Cum Structural Design, Consultancy for the construction works related to the Infrastructure of Dairy Plants concerning construction of Miscellaneous Dairy Building/Product Building/Industrial Building/ETP/Roads/Hard Park and other civil related works at different places in the State of Bihar/ Jharkhand.	Above ₹ 5.0 Crore	₹5,000.00	₹1,00,000.00
02.	Issue of Tender Document	To be downloaded from website: www.sudha.coop		
03.	Last date & time for submission of Tender Document	3.01.202 at 3.00 p.m		
04.	Pre-Bid Meeting	19nd Dec. 2019 at 11.00 AM		
05.	Technical Bid Opening Date , time and Venue	3rd January 2020 at 3.30 p.m Venue: COMFED Head office, BV College, Patna (Near Patna Airport)		
06.	Price Bid Opening Date & Time	To be intimated later on.		
07.	Name of the contact person for clarifications if any.	Manager (Engg.) Ph. :0612-222-8953/4083/0387/8347 (Ext- 128) e-mail : engineeringcomfedpatna@gmail.com		
08.	Office address for communication	Bihar State Milk Co-operative Federation Ltd (COMFED) Dairy Development Complex; Post- Bihar Veterinary College Patna- 800 014, Bihar.		
09.	E.O.I Validity	120 days.		



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Note:

- 1. Bidders may participate for Empanelment of work value up to ₹ 5.0 (five) crores or for Empanelment of work value above ₹ 5.0 (Five) crores or both.**
- 2. Bidders have to submit separate tenders / bids for Empanelment of work value up to ₹ 5.0 (five) crores and work value above ₹ 5.0 (Five) crores and according submit Cost of Tender & EMD separately.**
- 3. Cost of Tender Documents (Non-refundable) in form of Demand Draft in favor of Bihar State Milk Co-Operative Federation Limited, payable at Patna and shall be submitted with the technical bid response.**
- 4. Earnest Money Deposit (EMD) payable through Demand Draft in favor of Bihar State Milk Co-Operative Federation Limited, payable at Patna or Bank Guarantee in the specified format valid for 45 days beyond EOI validity date and shall be submitted along with the Technical bid response.**



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SECTION 1 **INSTRUCTION TO CONSULTANTS/BIDDERS** **(ITC)**

1. Objectives:

The Bihar State Milk Co-operative Federation Ltd.(COMFED). Patna requires the services of suitably qualified and registered Consultant Companies to provide architectural and design consultancy in order to ensure that construction works are planned, designed and scheduled in accordance with the standard fixed by the National standard and codes to the satisfaction of the COMFED. The consultant company will be required to have Team of suitably qualified & experience engineers and other professionals with modern designing, drawing and planning software and facilities, being competent to carry out all of related duties.

- 2. Scope of work:** The consultant shall faithfully, expeditiously, economically and honestly perform the following service:-
- 2.a. Undertaking site visits to collect details/data/information required for planning purpose, holding necessary discussion with the client (COMFED) and obtaining requirements of projects and attending meetings at site of work or (COMFED) Office, Client's Office as and when required by (COMFED).
 - 2.b. To conduct detailed survey and soil investigation/test for the site of the project.& fixation of levels considering highest flood level of the area.
 - 2.c. Preparation and submission of project report based on requirement of project and interaction with Client (COMFED) and submission of "cost estimates" indicating specifications to be adopted for various structures/services for getting necessary approval from the client.
 - 2.d. Preparation and submission of detailed "master plan" of desired work of COMFED for obtaining necessary approvals from client and statutory bodies wherever required including preparation, submission of models/ photographs and other documents required in connection with approval from client and statutory bodies wherever required.
 - 2.e. Preparation and submission of preliminary drawings, designs, specifications and preliminary cost estimates for each and every structures including internal services complete for getting necessary approvals from client and statutory bodies wherever required.
 - 2.f. Preparation and submission of detailed Architectural drawings, designs and specifications for structure suitable for construction of dairy building/product Bldg/process hall, utility Bldg/store & other civil & industrial Buildings and releasing to site for getting necessary approval from client wherever required.
 - 2.g. Wherever applicable, preparation and submission of detailed designs, drawings and documents pertaining to all interior decoration, furniture, furnishing and other similar services for buildings/Dairy/Building/Industrial Building. Structures suitable for construction and release at site including getting necessary approvals from client.
 - 2.h. Preparation and submission of detailed structural designs drawings, fabrication and erection drawings and detailed bar bending schedule (if required by COMFED) based on approved Architectural drawings.



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- 2.i. Preparation and submission of details designs, drawings, and documents for all internal utility services like plumbing, fire fighting, electrification, fire detection, HVAC, lifts, telephones, EPABX, public address system, communication, networking, acoustics and other specialized services as per the requirements of the project suitable for construction and release to site for getting necessary approval from client.
- 2.j. Preparation and designs drawings and documents pertaining to external utility services like water supply, sewerage, storm water drainage, fire hydrants schemes, treatment plants Boiler house Refrigeration house, effluent treatment plant for water and sewerage, water supply in-take arrangements, roads, streets lighting, telephone system, substation, switch yards and other related schemes, landscaping, horticulture, arboriculture, street furniture, paths, boundary walls and any other specialized extra services as per requirement suitable for construction and release to site for getting necessary approvals from client.
- 2k. Preparation and submission of detailed bill of quantities, detailed estimate based on S.O.R. of Road Construction dept. /Building Construction dept./ public health engg. Dept. preparation and submission of detailed take off calculation sheets, analysis of rates etc. as per Scope of Works along with 6 sets of drawings for the purposes of inviting tender. Architect / Consultant will provide market rate justification in case of non schedule items based on the pattern of CPWD market rate analysis / SOR PWD Building Division /as per COMFED requirements.
- 2.l. Carrying out all modifications/deletions/addition in design/drawing/ documents as required by client and COMFED for proper execution of works at site till completion and handing and handing over of the project to the client.

Periodic supervision of work on request of works to ensure adherence on the parts of the contractor's execution of work as per details drawing and specifications including sorting out problems and issue of necessary clarification at site including preparation of additional drawings and details for proper execution for works at work at site.

- 2.m. Preparation and submission of completion reports, completion drawing and documents for the projects as required and acceptable to client.
- 2.n. **Repetitive Work**

If same design and drawing of any previous work is implement in project than it will be considered as repetitive work. Separate rate for repetitive work is to be quoted in price bid.

3. **QUALIFYING CRITERION:**

3.A. **Qualifying criterion for work value upto ₹ 5.0 (Five) Crores.**

- (i) Achieved a minimum annual financial turnover of Rs. 10 Lacs from consultancy work during last three years.
- (ii) Satisfactorily completed as a prime consultant in Govt. sector/Co-operative/ Private Sector (or as a nominated sub consultant, where the subcontract involved execution of Dairy/building all main items of work described in the consultancy) as per below during last five years:
 - a) At least one project of Building construction not less than Rs. 5.0 crores
or
 - b) Two projects of Building construction costing not less than Rs. 3.0 crores each
or
 - c) Three Projects of Building construction costing not less than Rs. 2.0 crores each.



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3.B. Qualifying criterion for work value above ₹ 5.0 (Five) Crores.

- (i) Achieved a minimum annual financial turnover of Rs. 20 Lacs from consultancy work during last three years.
- (ii) Satisfactorily completed as a prime consultant in Govt. sector/Co-operative/ Private Sector (or as a nominated sub consultant, where the subcontract involved execution of Dairy/building all main items of work described in the consultancy) as per below during last five years:
 - a) At least one project of Building construction not less than Rs. 8.0 crores
or
 - b) Two projects of Building construction costing not less than Rs. 4.0 crores each
or
 - c) Three Project of Building construction costing not less than Rs. 3.0 crores each

4.0 All participants shall also furnish the following informations:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the EOI to commit the consultant.
- (b) total monetary value of consultancy work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed; and clients who may be contacted for further information on those contracts;
- (d) qualifications and experience of key technical personnel proposed for contract;
- (e) reports on the financial standing of the consultant, such as profit and loss statements and auditor's reports for the past five years;
- (f) Authority to seek references from the Consultant's bankers;
- (g) Information regarding any litigation, current or during the last five years, in which the Bidder/Consultant is involved, the parties concerned and dispute amount;
- (h) Comprehensive profile of the company
- (i) Information on a minimum of three previous similar contracts for providing design consultancy undertaken by the firm in the last five years.
- (j) Provide names, locations reference and contacts with the names of references for these sites.
- (k) Provide a clear breakdown of available personnel; and their capacities (Full and verified CVs of company civil, Electrical or Mechanical engineers)
- (l) Letters of introduction, recommendations, good performance and guarantees from the respective authorities.
- (m) Details of drawing, designing and planning software with trained and qualified professionals
- (n) Proof of registration from architectural council of India/Gov. Organization/proper authority and, Audited financial statements of five years.



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NOTE: Bids from Joint ventures are not acceptable.

4.1 Even though the bidders/consultants meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

And/or

- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

3.0 CLARIFICATION OF EOI DOCUMENTS

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidders for a clarification of its bid. The request for clarification and the response shall be in writing.

3.1 PRE-BID MEETING

Any clarification in regard to technical / commercial terms may be put up/ discussed in the pre bid meeting as per tender notice.

4.0 AMENDMENT OF BIDDING DOCUMENTS

4.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing Amendments.

4.2 Any Amendments thus issued shall be part of the EOI documents and shall be communicated on website "www.sudha.coop".

4.3 To give prospective consultant reasonable time in which to take an amendments into account in preparing their EOIs, the Employer may, at his discretion, extend as necessary the deadline for submission of EOIs.

5.0 PREPARATION OF EOI

5.1 Language of the EOI

All documents relating to the EOI shall be in English.

6.0 DOCUMENTS COMPRISING THE EOI

6.1 Each **EOI** submitted by the consultant shall be in two separate parts;

Part I - Shall be named "Technical Part" and shall comprise

- (i) Cost of Tender & Earnest money Deposit (EMD).
- (ii) Agreed terms & conditions of Tender.
- (iii) Documents / Certificates / undertakings / affidavit as specified in tender document.
- (iv) Undertaking that the bid shall remain valid for the period specified.
- (v) An affidavit affirming the information furnished by the bidder in the EOI document is correct to the best of his knowledge and belief.



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Part II- Shall be named "Financial Part" and shall comprise

- (i) Registered architectural & design companies / Individual Architect should submit Consultancy / Architectural Fees as specified in SECTION – 3.

6.2 Each part will be separately sealed and marked in accordance with the Sealing and Marketing procedure and both will be sealed and marked in a big envelope as instructed in the notice.

7 BID PRICES

7.2 The consultants shall quote their rates in percentage of the project cost both in words & figures.

7.3 All duties, taxes, and other levies payable by the consultant under the contract or for any other cause shall be included in the rate.

8 EOI VALIDITY

8.1 EOI shall remain valid for a period not less than 120 days after the deadline date for EOI submission. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in EOI validity period between that shall be deemed to stand corrected in accordance with the former and the consultant has to provide for any additional security that is required.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the consultant may extend the period of validity for a specified additional period. The request and the bidders'/consultants responses shall be made in writing or by cable. A bidder/consultant may refuse the request without forfeiting his EOI security. A consultant agreeing to the request will be required to extend the validity of his EOI security for a period of the extension.

9.0 EARNEST MONEY / BID SECURITY

9.1 The Earnest money of the successful consultant will be kept as performance guarantee till the validity of empanelment period plus 45 days.

9.2 The Earnest money of unsuccessful participants will be returned within 30 days of award of order to successful bidder.

9.3 Any proposal not accompanied by an acceptable Security shall be rejected by the Employer as non-responsive.

9.4 The Earnest money may be forfeited

- (a) if the consultant withdraws the EOI after opening the same during the period of EOI validity;
- (b) in the case of a successful consultant, if the Bidder/Consultant fails within the specified time limit to Sign the Agreement

10.0 ALTERNATIVE PROPOSALS BY CONSULTANT

Bidders/Consultants shall submit offers that fully comply with the requirements of the EOI documents, including the conditions of contract. Conditional offer or alternative offers will not be considered further in the process of EOI evaluation.

11.0 FORMAT AND SIGNING OF EOI

11.1 The consultant shall submit one set of the EOI comprising of the documents.



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11.2 The original and copy of the EOI shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the consultant. All spares of the EOI where entries or amendments have been made shall be initialed by the person or persons signing the EOI.

11.3 The EOI shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the consultant in which case such corrections shall be initialed by the person or persons signing the EOI.

12.0 SEALING AND MARKING OF E.O.I

13.1 The consultant shall place the two separate envelopes. The two envelopes (called as inner envelopes) shall be marked Technical EOIs and Financial part and to be put inside one outer envelope. The marked "Technical part" and "Financial part" will have additional markings as follows.

- Technical part: To be opened on 03.01.2020 at 3.30PM (date of Technical part opening) in the presence of Evaluation Committee.

- Financial part: Not to be opened except with the approval of Evaluation Committee
The contents of Technical and Financial parts will be as specified.

13.2 The inner, outer and separate envelopes containing Technical and Financial parts shall

(a) Be addressed to the Employer.

(b) Bear the identification no of contract as indicated in the notice.

(c) provide a warning not to open before the specified time and date for bid opening as specified.

13.3 In addition to the identification required in Sub-Clause 14.1 and 14.2, each of the envelopes shall indicate the name and address of the consultant to enable the EOI to be returned unopened in case it is declared late, or the Evaluation Committee declares the EOI as non responsive pursuant.

13.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

14.0 DEADLINE FOR SUBMISSION OF THE EOI

14.1 Complete EOIs (including Technical and Financial) must be received by the Employer at the address specified not later than the date indicated in notice. In the event of the specified date for the submission of EOIs declared a holiday, the Bids will be received up to the appointed time on the next working day.

14.2 The Employer may extend the deadline for submission of EOIs by issuing an amendment in which case all rights and obligations of the Employer and the consultant previously subject to the original deadline will then be subject to the new deadline.

15.0 LATE BIDS

15.1 Any Bid received by the Employer after the deadline will be returned unopened to the bidder/consultant.

16.0 E.O.I OPENING

16.1 The Employer will open all the EOIs received (except those received late), including modifications made, at time, date and the place specified. In the event of the specified date of EOI opening being declared a holiday by COMFED, the EOIs will be opened at the appointed time and location on the next working day. Bidder or their representative may attend the opening of the bid as specified above.



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- 16.2 If any of the participants or their agents are not present at the time of opening, the employer will open the EOI in their absence and prepare a statement and that will be binding on the absent participants.
- 16.3 The envelope containing "Technical part" shall be opened. The amount, form and validity of the Earnest Money furnished with each EOI will be announced. If the EOI security furnished does not conform to the amount and validity period as specified in the Invitation for EOI, and has not been furnished in the form specified in Clause 16, the remaining technical part and the sealed financial part will be returned to the consultant after finalization of EIO.
- 16.4.1 Subject to confirmation of the EOI security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished.
- 16.5 Time of opening of "Financial part", the names of the Technically qualified consultant were found responsive will be announced on website "www.sudha.coop" and writing, the financial bid EOIs of only these consultants will be opened. The remaining EOIs will be returned to the consultant. The responsive consultant ' names, the EOI prices, the total amount of each EOI, EOI Modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Any EOI price, which is not read out and recorded will not be taken into account in EOI evaluation.

17.0 Process to be Confidential.

- 17.1 Information relating to the examination, clarification, evaluation and comparison of EOIs and recommendations for the award of a contract shall not be disclosed to consultant or any other persons not officially concerned with such process until the award to the successful consultant has been announced. Any effort by a consultant to influence the Employer's processing of EOIs or award decisions may result in the rejection of his EOI.

18.0 Evaluation and Comparison of Financial Bids

The Employer will evaluate and compare only the Bids determined to be substantially responsive.

AWARD OF CONTRACT

19.0 Award Criteria

- (i) The lowest rate obtained amongst technically qualifying consultants and if required by subsequent negotiation will be the rate for all successful consultants.

20.0 Employer's Right to accept any EOI and to reject any or all EOIs

The Employer reserves the right to accept or reject any EOI, and to cancel the EOI process and reject all EOIs, at any time prior to the award of Contract, without thereby incurring any liability to the affected consultant or consultant or any obligation to inform the affected consultant or consultant of the ground for the Employer's action.

21.0 Corrupt or Fraudulent Practices

The Employer will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the empanelment.

22.0 Cancellation of Empanelment order

COMFED reserve the right to cancel the empanelment order for any fraudulent practice and if work is not executed upto the satisfaction of COMFED or within timeline as per provisions of contract.



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SECTION 2

QUALIFICATION INFORMATION

(To be filled in by consultant)

The information to be filled in by the consultant in the following pages will be used for purposes of post qualification. This information will not be incorporated in the Contract.

1.0 For consultant

1.1 Constitution or legal status of consultant

(Attach copy)

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid

1.2 Total value of supervision consultancy

work performed in the last five years**((in Rs. Million) 2014-2015

2015-2016

(Attach Copy)

2016-2017

2017-2018

2018-2019

Work performed as prime consultant, work performed in the past as a nominated sub- consultant will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.**

Project Cost	Name of the Employer*	Description of work	Contract No.	Value of Consultancy(Rs. In Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work completed)

1.3 Annual turnover of last five year from Architectural consultancy work.

(Attach audited report)

Year 2014 – 2015

Year 2015 – 2016

Year 2016 – 2017

Year 2017 – 2018

Year 2018 – 2019



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List of In House Key Personnel (Attach Copy)

S. No.	Personnel	Qualification	University/ Institution	Experience

Note: Supporting documents may be attached.

Key Personnel's/Associates to be deployed

S. No.	Personnel	Qualification	University/ Institution	Experience

Note : Supporting documents and acceptance may be attached.



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2.0 All information as per clause 4.0 of ITC

3.0 Consultant should provide any additional information required to fulfill the requirements of Clause 4 of the Instruction to the consultants, if applicable.

- (i) Affidavit
- (ii) Undertaking
- (iii) Update of original prequalification application.
- (iv) Copy of original prequalification application.
- (v) Copy of prequalification letter.
- (vi) PAN copy of the bidder.
- (vi) GST / Service Tax Registration.



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AFFIDAVIT

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s _____ has abandoned any work nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize (s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE



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SECTION 3

1.0 Payment of Consultancy Fees– As mentioned below :-

Sl No.	Item	Rate (in % age of Estimated Cost of Project) in figure & word
1.	Architecture and design consultancy fee for work value for the category in which participated.	
2.	For Repetitive Work	

Note: The above Fee is inclusive of GST / Service Tax. HSN code and GST rate to be provided.

2.0 Mode of payment:

2.A For work value up to ₹ 5.0 (Five) Crores:

On completion of work as under:

<u>Sl. No.</u>	<u>Items</u>	<u>Fees Payable</u>
(a)	Completion of survey/ Contour Mapping / concept Plan/ PPR (Preliminary Project Report)	5% of the total fee
(b)	After approval of the PPR Plan	upto 20% of the total fee
(c)	On submission of Architecture drawing, structural drawing along with detail design calculation / vetting by NIT/ IIT/ Central/ state university.	upto 50% of the total fee. this also includes providing necessary help to the project authorities in obtaining Building plan and all statutory approval related to structures designed by the consultant from local authorities including NIT/IIT/university
(d)	On submission of the detail estimate along with BOQ as per prevailing schedule of rate of building Construction Department/CPWD/DSR /Analysed Rate (In case of non scheduled items)	Up to 80 % of the total fee
(e)	After successful completion of the project and submission of completion drawing	Up to 100% of the total fee



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2.B For work value Above ₹ 5.0 (Five) Crores:

On completion of work as under:

<u>Sl. No.</u>	<u>Items</u>	<u>Fees Payable</u>
(a)	Completion of survey, Contour Mapping along with concept Plan and PPR (Preliminary Project Report)	5% of the total fee
(b)	After approval of the PPR Plan	upto 20% of the total fee
(c)	On submission of Architecture drawing, structural drawing along with detail design calculation and vetting by NIT/IIT/ central/ state university.	upto 50% of the total fee. this also includes providing necessary help to the project authorities in obtaining Building plan and all statutory approval related to structures designed by the consultant from local authorities including NIT/IIT/university
(d)	On submission of the detail estimate along with BOQ as per prevailing schedule of rate of building Construction Department/CPWD/DSR /Analysed Rate (In case of non scheduled items)	Up to 80 % of the total fee
(e)	After successful completion of the project and submission of completion drawing	Up to 100% of the total fee

4.0 Payment toward Visits

All expenses for visits performed by the Consultant in connection with planning Designing, detailing, till the stage of approval of "Good for Construction Drawings" are included in the fees of Consultant mentioned in and nothing extra beyond the agreed fees is payable amongst them.

5.0 The Consultant shall prepare necessary models/ photographs and walk through presentation. If required, in connection with approvals of schemes prepared by them from Client/ Statutory bodies etc.

The cost of model / photographs & walk through presentation shall not be paid extra by COMFED.

6.0 If at any time afterward/start of work the client decides to abandon or reduce the scope of work for any reason whatsoever and hence not requires the whole or any part of the works to be carried out. COMFED shall give notice in writing to this effect to the consultant and the consultant shall have no claim for any payment of compensation, or otherwise whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole of part of the work.

7.0 The consultant shall supply free of charge to COMFED, the following documents:

- i. Photographs/ Model of building.
- ii. Six numbers of copies of project report.
- iii. Six sets of preliminary drawings, measurement sheets and estimates to be submitted to Client.



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- iv. Six sets of complete detailed design calculations (structural and other services) including supply of drawings incorporating subsequent modifications/ revision, if any.
- v. Six sets of each of all working drawings for Architectural Structural, Public Health Electrical, Mechanical, Fabrication, Erection and all services and works (good for construction drawings), based on the approved drawings including supply of drawings incorporating modifications/ revisions if any.
- v. Six sets of detailed estimates and rate analysis of all works.
- vi. Adequate number of additional design, drawings and other documents needed for proper execution of works.
- vii. Six sets of completion drawings and detailed documents.

In addition, Consultant shall give soft copies of all above document for client/COMFED reference and record.

8.0 The Consultant will require following "Time Schedule" for DPR as under:-

Class 1	Project cost upto Rs. 5 (five) Crores	submission of PPR-15 days from date of order
		submission of DPR-30 days from date of communication of approval of PPR
Class2	Project cost upto from Rs.5 (five) Crores to Rs. 10 crores	submission of PPR-30 days from date of order
		submission of DPR-30 days from date of communication of approval of PPR
Class 3	Project cost above Rs. 10 (Ten) Crores	submission of PPR-30 days from date of order
		submission of DPR-30 days from date of communication of approval of PPR

The Consultant shall complete the said works within this agreed time schedule.

9. All design and drawing shall be the property of COMFED and the name & LOGO of COMFED shall be predominantly displayed on all the drawings and documents as "Prime Consultant". The originals of approved completion drawings are of good quality reproducible on tracing paper. The propriety rights of design shall remain with COMFED.
10. The consultant shall be fully responsible for evolving safe; economic, technically sound and correct design and shall ensure that the planning and designing of the work is carried out based on State Govt'/CPWD/DSR Specification on latest ISI codes of practices, legislation, other relevant by-laws and good engineering practices. The consultant shall guarantee the structural stability and performance of all the structures, conveyances system and services after completion. The bills of



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quantities and specifications shall be as per State Govt. SOR/DSR/CPWD/Market rate, as desired by COMFED or client.

11. The Consultant will give undertaking that all drawings, design, specifications, plans estimates and other documents will be prepared and furnished to suit the particular local conditions of the site in the most economical manner. The consultant will work out economic design and adopt specification so as to ensure that the estimates approved by client at initial stages are not exceeded on completion of work. At any stage during the progress of execution of the work, if any defect is noticed, in the drawings, designs, specifications, plans, estimates or other documents, the consultant shall provide free of cost to COMFED fresh designs/drawings/ specifications/ estimates and other documents within a period of the seven days from the date of notice issued by COMFED in this regard. The consultant shall also indemnify COMFED for losses due to such defective drawings/designs/specifications/estimates/other documents supplied by the consultant subject to a maximum of the consultancy fees.
12. The consultant shall ensure at detailed design stage that the project is completed within approved project cost and the actual quantities of works executed at site based on details/drawings given by the consultants, should not exceeded by 5% (Three Percent) of the quantities/cost given by him at detailed project report stage on the basis of which the project cost is approved by the client.

In case COMFED has to incur extra expenses due to execution of extra quantities/ additional work (not paid by client) to complete the project, the same shall be recovered from the consultant up to the extent of maximum 15% (fifteen percent) of total consultancy fees.

However the above guarantee by consultant on quantity variation of 5% on the understanding that basis parameters as considered by consultant during the preliminary project report stage remains unchanged. In case there is a major change in basis parameters, which could affect the quantities, the consultant will revise the design and find ways and means of completing the project within the cost as approved by the client at the sanction stage. Final decision in this matter will be taken as per discussions between COMFED and consultant at that stage. Nothing extra shall be payable to the Consultants in this regard and same is deemed to be included within the fee agreed by Consultant.
13. While providing Consultancy services, the consultant shall ensure that there is no infringement of any patent or design rights and he shall be fully responsible for consequences/ any action due to any such infringement. The consultant shall keep COMFED indemnified all the times and shall bear the losses suffered by COMFED in this regard.
14. The statutory deduction of income tax, or other taxes/ dues shall be made from the payment released to consultant time to time. An amount equal to 10% of the billed value will be deducted at source as security deposit and will be refunded on successful completion of the project.



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15. The consultant shall get the structural design checked & vetted from reputed technical institute/College viz any NIT, IIT, govt. Engineering college of state/Central universities before issuing the structural drawing for execution. All costs related to checking/vetting shall be borne by the consultant and is deemed to be included in the fees However; the checking of design and drawings of the consultant by technical institute as above shall not absolve the responsibility of the consultant.

16. Termination

The agreement may be terminated at any time by COMFED upon one month's notice in writing being given to Consultant, if the consultant's work is not found to be satisfactory or delayed beyond the fine line defined according to the terms of the agreement. In case the agreement is terminated on account of consultant's work not being satisfactory, COMFED will get the work done at the risk and cost of the consultant and performance Guarantee/Security money shall be forfeited.

17.0 Penalty

17.1 Penalty for delay:-

In case the consultant fails to complete the work within the contract period or extended period mentioned above owing to reasons attributable to consultant, liquidated damages @ 1% per week of the total fees subject to a maximum of 10% of the total fees payable shall be levied on the consultant. COMFED shall be entitled to deduct such damages from the dues that may be payable to the consultant.

17.2 Penalty for defective PPR/DPR

The P.P.R. /D.P.R. submitted by the consultant should be sound and B.O.Q. should be true representative of drawing and the quantity provided in B.O.Q. for different items should clearly match with provisions of drawing. Also the drawing submitted by the consultant must be as per site.

In case the consultant submits defective PPR/DPR penalty @10% of total fee shall be imposed on consultant.

18.0 Force Majeure Clause

COMFED will not be responsible for any delay/ stoppage of work due to force majeure conditions like natural calamities, civil disturbances, strikes, war etc and losses Suffered, if any, by the consultant on this account. COMFED shall not be liable in any way to bear such losses and no compensation of any kind whatsoever will be payable by COMFED to the consultant.



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19.0 Arbitration

In case of any dispute or differences arising out of the EOI between the parties the same will be referred as sole arbitrator with mutual consent at the parties. The arbitration proceeding shall be conducted in accordance with the provisions of arbitration and conciliation act 1996. The court at Patna alone shall have exclusive Jurisdiction.

- 20.0** That the consultant expressly agrees that during the term thereof, he will not be interested, directly or indirectly, in any form fashion or manner, as partner, officer, director, stockholder, advisor, employee, or in any other form or capacity, with any other institution or organization or person which directly or indirectly impinges upon and sub serves the interest of the COMFED.
- 21.0** That the consultant shall not at any time, in any fashion, form or manner, either directly or indirectly divulge, disclose or communicate to any person, firm corporation, institution or organization in any manner whatsoever any information of any kind, nature or description concerning a matter affecting or relating to the work/project of the First Party of any nature except as provided and required under the law of the land or when interest of the second party so requires or with written permission of the First Party. This clause shall be applicable even after completion/termination of the contract.
- 22.0** That the second party shall not make any commitment or contracts on behalf of the COMFED to any person, institution or organization without the written consent and permission thereof and if the same is done without any consent and permission, the CONSULTANT shall solely be responsible for such commitments and contracts and the COMFED shall have no concern whatsoever.



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SECTION - 4

SECURITIES AND OTHER FORMS

(To be filled by Bidder/Employer)

BID SECURITY (BANK GUARANTEE)

WHEREAS, _____ [name of Bidder/Consultant] (hereinafter called "the Bidder/Consultant") has submitted his Bid dated _____ [date] for the construction of _____ [name of Contract hereinafter called "the Bid"].

KNOW ALL PEOPLE by these presents that We _____ [name of Bank] of _____ [name of country] having our registered

Office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ *for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____, 20_____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder/Consultant withdraws his bid during the period of Bid validity specified in the Form of Bid;

OR

- (2) If the Bidder/Consultant having been notified to the acceptance of his bid by the Employer during the period of Bid validity :

- (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
- (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders; or
- (c) does not accept the correction of the Bid Price.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to his owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.



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This Guarantee will remain in force up to and including the date _____ ** days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE _____

WITNESS _____ SEAL _____

[Signature, name and address]

- * The Bidder/Consultant should insert the amount of the guarantee in words and figures denominated in Indian Rupees.
- ** 45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s _____ agree to abide by this bid for a period _____ days for the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

DATE