5 कि.मी., अजमेर रोड़, भीलवाड़ा-311001

(आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

No. BZDUSS /PROJ/2019-20/

20461-70

Dated 16.09.2019

NOTICE INVITING E-TENDER

UBN No. CDF1920GLOB00727

E-Tender are invited for "Supply, Installation & Commissioning work for Insulation with Air Handling Systems Suitable for Milk Cold Store of Approx Size 14M x 14M x 3.7M Heights at Bhilwara Dairy" at website http://eproc.rajasthan.gov.in as per details given in the tender documents available therein. Tender forms can also be viewed / downloaded from our website www.bhilwaradairy.com, http://sppp.rajasthan.gov.in i.e. SPP Portal M.D. Bhilwara Milk Union reserves the right to accept or reject any or all tenders in part or full without assigning any reason thereof.

Estimated Cost of work : Rs. 30 Lacs
Earnest Money : Rs. 60000.00

(By D. D. Only in favour of, BZDUSS Ltd. payable at Bhilwara)

TENDER FORM FEES : Rs. 500.00

(By D. D. Only in favour of , BZDUSS Ltd. payable at Bhilwara)

TENDER PROCESSING FEES : Rs.500/- by Demand Draft only in favour of

MD, RISL, payable at Jaipur.

Date & Time of Downloading of Tender : 17.09.2019 05:30 PM to 17.10.2019 05:30 AM

Date of Submission of Tender : 18.10.2019 (05:00 PM)

Date of Pre Bid Meeting : 05.10.2019 (11:00 AM)

Date & Time of opening of Technical Bid : 19.10.2019 (03:00 PM)

Completion period of work : Three months

Note:- Demand draft of Tender fees and EMD along with processing fees should be deposited in physical form up to 19.10.2019 (11.00 AM) in **Project Section**,

(L.K. Jain) Managing Director

Copy to.

01. Manager (System), RCDF Ltd. Jaipur, for uploading NIT & Tender Document.

02. Dy. Manager (F&A) /Manager (Plant)

- 03. Incharge (Marketing), to be publishing the tender notice in newspaper along with Bhilwara edition according to roster.
- 04. M/s Mahaveer Kakhani, 7-H-24, Chandra Shekhar Azad Nagar, Bhilwara to be upload NIT & Tender Document on http://eproc.rajasthan.gov.in
- 05. Incharge (Purchase) to be upload NIT & Tender Document on http://sppp.rajasthan.gov.in
- 06. Incharge (MIS) to be upload the NIT & Tender Document on Sangh Website.

07. Incharge (Project), to be Send M/s Mahaveer Kakhani, 7-H-24, Chandra Shekhar Azad Nagar, Bhilwara for upload NIT & Tender.

08. Office Copy / Master File

(L.K. Jain) Managing Director

5 K.M. AJMER ROAD, BHILWARA, PIN 311001 [RAJASTHAN]

Post box No. 46, pabx(01482) 264318, 264341, 265370, M.D.(0) 264885, (R) 264476, Mktg.(0) 264322, Fax No. 264613 E-mail: rcdfbhi1@bsnl.in, bhldairyengg@yahoo.com. Visit us — www.bhilwaradairy.com

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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

E-TENDER FORM

श्वन्य संचात्रक

FOR

बीबबाड़ा विका दुग्ध उत्पा. स. ध. वि बीजबाड़ा 311001₀

Supply, Installation & Commissioning work for Insulation with Air Handling Systems
Suitable for Milk Cold Store of Approx Size 14M x 14M x 3.7M Heights at Bhilwara Dairy

Bhilwara Milk Union, Bhilwara (Rajasthan).

BHILWARA ZILA DUGDH UTPADAK SAHKARI SANGH LTD.

5 K.M. AJMER ROAD,

BHILWARA . PIN – 311001 [RAJ]

Post Box No. - 46, pabx(01482) 264318. M.D. (O) 264885.

Email: bhldairyengg@yahoo.com

Visit us: www.bhilwaradairy.com http://eproc.rajasthan.gov.in & http://sppp.rajasthan.gov.in

निविदादाता के हस्ताक्षर मय सील



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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001

(आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

NOTICE INVITING E-TENDER

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Estimated Cost of work

Rs. 30 Lacs

Earnest Money

Rs. 60000.00

(By D. D. Only in favour of, BZDUSS Ltd. payable at Bhilwara)

TENDER FORM FEES

Rs. 500.00

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Date of Pre Bid Meeting

05.10.2019 (11:00 AM)

Date & Time of opening of Technical Bid

19.10.2019 (03:00 PM)

Completion period of work

Three months

Note:- Demand draft of Tender fees and EMD along with processing fees should be deposited in physical form up to 19.10.2019 (11.00 AM) in **Project Section**,



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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

Instruction to Bidders for online tendering (e-tendering)

1. The bidders who are interested in bidding can download tender documents from

https://eproc.rajasthan.gov.in

- 2. Bidders who wish to participate in this tender will have to register on http://eproc.rajasthan.gov.in. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. N-code, e-Mudra, Sify (safe crypt) etc. or they may contact e-Procurement Help Desk, Raj comp (RISL), Yojana Bhawan, Tilak Marg, Jaipur for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- 3. Contact Details of e-Procurement Cell (Bhilwara) are given below:
- Contact No: (01482) 264318 . M.D. (O) 264885
- E-mail: eproc@rajasthan.gov.in
- Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 4. Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D.for Tender Fees, Processing Fees and E.M.D. should be submitted manually in the office of Tendering Authority before the date & time of opening of technical bids and scanned copy of D.D. should also be uploaded along with the online bid.
- 5. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
- 6. Training for the bidders on the usage of e-Tendering System is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.



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PART - 1(A)

| 1 | Tender Name | : | Supply, Installation & Commissioning work for Insulation with Air Handling Systems Suitable for Milk Cold Store of Approx Size 14M x 14M x 3.7M Heights at Bhilwara Dairy |
|----|---|----------|---|
| 2 | Name of Firm | : | |
| 3 | Address & Tel. | : | |
| | | | |
| 4 | G.S.T. No. | : | |
| 5 | PAN No. | <u>:</u> | |
| 6 | Earnest Money (Rs. 60,000) | : | |
| | Bank Name & D.D. No. | | |
| 7 | TENDER FEES(Rs. 500) | : | |
| | Bank Name & D.D. No. | | |
| 8 | TENDER PROCESSING FEES (Rs.500) MD, RISL, payable at | : | |
| | Jaipur. Bank Name & D.D. No. | | |
| 9 | Income tax return- 3Year | : | |
| 10 | Whether manufacture (Yes/No) | : | |
| 11 | Power of attorney | : | |
| 12 | If no, whether manufacture | | |
| | authorization form enclosed as per Section-I | : | |
| 13 | Whether experience in past performance on work of similar Nature | | |
| | the past five years submitted as per Schedule I of section II (Attach copies | | |
| | of purchase orders & performance certificates). | - | |
| 14 | Work experience | : | |
| | | L | |

निविदादाता के हस्ताक्षर मय सील



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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

MANUFACTURERS' AUTHORISATION FORM

(Eligibility Criterion)

| То |
|--|
| BHILWARA ZILA DUGDH UTPADAK SAHKARI SANGH LTD. |
| 5 K.M. AJMER ROAD BHILWARA . PIN – 311001 [RAJ] |
| Sub: - Tender reference No. |
| Dear Sir |
| We an established and reputable manufacturers of having factories at and do hereby authorise |
| M/s. (Name and address of Agents) to bid |
| negotiate and conclude the contract with you against tender reference. No for the above said goods manufactured by us. No company or firm or individual other than M/s |
| are authorize to bid, negotiate and conclude the contract in regard to this business against this specific tender. |
| We hereby extend our full guarantee and warranty for the goods offered for supply against your tender. |
| Yours faithfully, |

(NAME) for and on behalf of M/s. (Name of Manufacturers)

Note: This letter of authority should be on the Letter Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

Eligibility Criterion

Major works successfully completed during the past five years

| Sr. No. | Name of Work | Place | Contract Reference | Name of client | Value of Work | Time of Completion | Date of Completion |
|---------|--------------|-------|-----------------------|----------------|---|--------------------|--------------------|
| | - | | | | *************************************** | | |
| | | | | | ······································ | | |
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Note: Indicate plant capacity and major parameters handled.

Completion Certificate from Clients should be enclosed with the bid.

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GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT:

- 01. Bhilwara Dairy, Bhilwara invites tender in two bid For Supply, Installation & Commissioning work for Insulation with Air Handling Systems Suitable for Milk Cold Store of Approx Size 14M x 14Mx 3.7M Heights at Bhilwara Dairy in this tender shall necessarily register themselves in e-procurement portal.
- 02. All the terms & conditions may be read and interpreted in this light. Only offline submission of DD"s towards tender fee, tender processing fee & EMD is required. These are required to be sent by post so as to reach the office BHILWARA ZILA DUGDH UTPADAK SAHKARI SANGH LTD. Bhilwara (Raj.) by the stipulated date & time.
- 03. Only tenderer or their one accredited agent will be allowed to be present at the time of tender Pre-bid.
- 04. All rates must be quoted F.O.R. Bhilwara Dairy and should inclusive of all taxes and duties except GST. In case of local supplier also no cartage / unloading charges will be paid by BZDUSSL as per former given in price bid.
- 05. Tender should be submitted by those firm's / dealers / manufacturer's who are either registered / approved dealers/supplier for these materials or by those who are actually dealing in the job for which tender is being invited.
- 06. The BZDUSSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.
- 07. The counter terms & conditions will not be accepted and as such no additions / deletions or alternation in the tender form should be done. In such case tender document may be liable to reject.
- 08. The approved supplier shall not assign or sub-let his contract or any substantial part there-of to any other agency.
- 09. The approved supplier shall deem to have carefully examined / understand the terms & conditions of the tender document, specifications, sizes, make, drawings, etc of the material to be supplied. In case, any doubts as to the meaning of any portion of these terms & conditions, specifications, drawing, etc. he shall before filling tender document and signing the contract agreement may refer to the competent authority and get clarifications.
- 10. The Managing Director or his nominee shall have all reasonable time access to the tenderer premises and shall have power to inspect and examine the material and workmanship of the goods.
- 11. In case of the goods are not of the approved quality, make or size used for the job are supplied, the same will be rejected on supplier cost. The rejected articles must be removed by the supplier at his cost from the site within 15 days time of the information of the rejection, after expiry of time BZDUSSL will not liable for any shortage, breakage, further deterioration of the goods supplied and BZDUSSL may charges demurrages.
- 12. The tenderer should sign the tender form at each page at the end in token of the acceptance of all the terms & conditions of the tender.
- 13. The BZDUSSL reserve the right to accept any tender, not necessarily the lowest tender and reject any tender in whole or part without assigning any reason thereof. Order can be placed for whole or part of the job to the tenderer at the absolute discretion of the BZDUSSL.
- 14. The management of BZDUSSL has the right to split the tender between one / more tenderer.
- 15. All the tenders should furnish full technical details and drawings if required
- 16. All the tenders should furnish performance certificate preferably of Rajasthan in evidence of the background of their abilities.
- 17. Copies of purchase orders received for similar jobs may also be enclosed in part "A"
- 18. Tender should enclose the list of the clients. Only experienced party's need to apply. Experience detail may be enclosed.

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(आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

- 19. The erection work will be carried out in a manner that it would not affect the working of any of the plant functioning of the dairy plant.
- 20. All necessary tools and tackles will have to be arranged by the party.
- 21. All safeguards will have to be taken by the party for all above jobs assigned to him.
- 22. Electricity and water will be provided free of cost by the Sangh if required.
- 23. In case of dispute, the decision of M.D. BZDUSS. Would be binding and final on all concerned parties.
- 24. The work would be warranted for one year. The party would attend any fault during guarantee period free
- 25. During working at site, some restrictions may be imposed by Engineer-in Charge/Security staff of Corporation or local Authorities regarding safety and security etc. The contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
- 26. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
- 27. The security & watch ward of site contractor materials/work etc shall be at his own cost only.
- 28. All rates quoted by the bidders shall remain firm for the contract period/extended contractor period.
- 29. All type civil works, Water & Electrical supply point work shall be provided by Bhilwara Dairy at free of cost.
- 30. The contractor shall be fully responsible for the any injury or damaged caused to the workmen deployed at site for carrying out the work and Corporation has to do with such happenings and in no way shall be held responsible for the same.

1.0 TURN KEY PROJECT:

This is a turnkey project, tenderer has to carry out successful Supply, Installation & Commissioning Work for Insulation with Air Handling Systems for milk cold store at Bhilwara Dairy, Rajasthan. As per site condition, all necessary allied material considered in tender need to be supplied at site. Any items not mentioned in the specification/scope of the work but are required for completion of the project, the same shall be supplied and installed by the supplier without claiming extra payment.

Necessary shut downs shall be planned in consultation with the Engineering Staff well in advance so that the working of the running Dairy should not hamper in any way. The supplier should bring along with all the tools & tackles required for installation. The supplier has to consider all the related tapping points of required size along with valves, flanges etc for safe installation/commissioning work without any hindrance in operation of plant.

The supplier shall be required to ensure that no damage occurs to any of the structure / building of the Plant. If any existing structure /line is required to be removed for the job, the contractor has to make it good and restore to its existing state at his cost. All work are to be carried out as per applicable Indian Standards and should also conform to the statutory requirements of the local, State and Central authorities.

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2.0 Important Note:-

- 1. The tenderer is advised to visit the site so as to apprise himself of actual site conditions & quantum of work involved, as the work is on turnkey basis, tenderers are requested to attend the pre-bid meeting on schedule date & time.
- 2. Since it is a running dairy and most of the modification work needs expertise to handle the situation while doing such modifications having in consultation with the dairy / engineering officials of the Refrigeration plant. However, it is suggested for all the interested participants to visit the site to ascertain the quantum and intensity of work involved.
- 3. The tenderer should provide us complete list of parts to be replaced for the entire work.
- 4. After completion of work, remaining supplied material will remain property of Milk Union, therefore Contractor advised to supply the material according to the requirement of work.

3.0 EARNEST MONEY DEPOSIT:

- 3.1 Tender form must be accompanied with an earnest money, without which tender will not be considered. The EMD should be deposited by bank draft only in favour of Bhilwara Zila Dugdh Utpadak Sahakari Sangh Ltd., Bhilwara.
- 3.2 No interest shall be payable on the EMD.
- 3.3 The EMD will be refunded to the unsuccessful tenderer within three month of the final acceptance of the tender. However, the EMD of the successful tenderer will be adjusted in the security deposit.
- 3.4 Request for adjustment of any other amount lying with BZDUSSL will not be considered.
- 3.5 The EMD will be forfeited if the contractor modifies / withdraws the offer during the validity period from the date of bid submission.
- 3.6 In case successful tenderer fail to deposit the balance security deposit, the deposited EMD will be forfeited.

4.0 SECURITY DEPOSIT:

- 4.1 The EMD deposited by successful tenderer will be transferred to security deposit. Whereas successful tenderer have to deposit the balance amount of 5% security deposit within 15 days from date of Work Order. If successful tenderer fail to deposit the balance security deposit, that amount will be deducted from first bill of material supplied.
- 4.2 No interest shall be payable on security deposit.
- 4.3 In case successful tenderer fails to execute the agreement in given time/fail to supply material even after 40 days from delivery period, the security money will be forfeited.
- 4.4 In case the contractor/supplier completed the supply of material as per specifications and 10% amount is deducted/retained while processing payments, 5% security deposit shall be refunded after one month from the date of receipt of complete material at site.

5.0 AGREEMENT:

- 5.1 The successful tenderer will have to execute an agreement in the prescribed form on a non-judicial stamp paper of appropriate value within fifteen days from the date of Work Order failing which will be liable for forfeiture of deposited EMD and security deposit.
- **5.2** The expenses of the agreement shall be born by contractor.
- 5.3 The period of agreement shall be for One year from the date of Work Order.
- **5.4** The BZDUSSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.

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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

EXIT CLAUSE:

Incase if both the parties agrees to terminate the agreement mutually during contract period in that condition, all due payment / deposits / bank guarantee will be refunded / released to supplier and contract agreement will be treated terminated.

6.0 PERIOD FOR DELIVERY AND COMPLETION OF JOB:

- 6.1 The approved supplier will have to supply the material and complete the work within **THREE MONTH**, which start from date of purchase / work order/approval of art work (If applicable)
- 6.2 The extension in completion period may be given subject to plant position.

7.0 DELIVERY CONDITION:

If the approved suppliers fail either to work / supply as per the prescribed specifications, scheduled period, in such situation Management of BZDUSSL will be at liberty to take following action:

- 7.1 The Management may give seven day notice in writing to the approved supplier to make the good, the loss due to his failure, neglect or contravention.
- 7.2 If supplier fails to comply with the notice within seven days of the date of service thereof in such situation, BZDUSSL will get the supply / work done from alternate supplier if approved the alternative sources, either through retendering or otherwise at risk & cost of contract supplier.
- 7.3 If Management deems fit, it shall be lawful to retain the balance due payment of supplier or to apply the amount of EMD / SD deposited by supplier to make good the losses sustained or excess cost incurred by BZDUUSL in arranging the supplies or completing the job through alternative sources.
- 7.4 The penal action may be taken as deemed for the supply / work done for sub-standard quality, delay in delivery of material.

8.0 PAYMENT TERMS:

- **8.1** The payment will be made only after quality verification of material.
- 8.2 In case of equipment where performance is to be judged over a long period of time (guarantee period) the payment shall be made as under:
- 8.3 30% of the ex-works order value (basic cost) shall be paid on acceptance of the order subject to the supplier furnishing a Bank Guarantee valid for 12 calendar months from the date of guarantee for an equivalent amount from a scheduled or Nationalised Bank in the enclosed Performa given at Annexure-VIII. The Bank Guarantee can be released by B.Z.D.U.S.S.Ltd, Bhilwara once the advance is fully recovered / adjusted. The execution of agreement in the format at Annexure-VII is also a precondition for clearing advance.
 - 60% (90% in case of the supplier/contractor who has not taken advance) on safe receipt of the equipment ordered at site but not later than 45 days from the date of receipt of the equipment at site.
- 8.4 The 10% of the FOR site value shall be paid within 12 calendar months from the date of commissioning or 24 months from the date of receipt of the same at site, whichever is earlier. However the balance 10% will also be released, if so desired by the supplier, provided the supplier furnishes a Bank Guarantee from a Scheduled or Nationalised Bank for the 10% value valid for a period of 12 calendar months from the date of issue of Bank Guarantee in the Performa enclosed.

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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

8.5 For Erection:

90% on submission of progressive bills duly certified by the authorised representatives/Site Engineer of B.Z.D.U.S.S.Ltd, Bhilwara and balance 10% within 12 months from satisfactory commissioning of the equipment. However, the balance 10% will also be released, if so desired by the supplier, provided the supplier furnishes a Bank Guarantee from a Scheduled or Nationalised Bank for the 10% value valid for a period of 12 calendar months from the date of issue of Bank Guarantee in the Performa enclosed.

8.6 DEDUCTION ON ACCOUNT OF DELAY IN SUPPLY:

If the material is not supplied within the delivery period, then the deduction will be imposed as under:

| (A) On delay of 1 to 07 days after delivery period | Exempted as per MD Approval |
|---|-----------------------------|
| (B) On delay of 08 to 14 days after delivery period | = 1% (One Percent) |
| (C) On delay of 15 to 21 days after delivery period | = 2% (Two Percent) |
| (D) On delay of 22 to 28 days after delivery period | = 3% (Three Percent) |
| (E) On above days (Maximum) | = 4% (Four Percent) |

- 8.7 The deduction of ESI / PF will be made as per prevailing rules. (wherever applicable)
- 8.8 All risk / insurance for the safety of our manpower / machines / tools & tackles etc. should be covered by the contractor only. For any loss / damages of our equipment / manpower the contractor will be solely responsible. (wherever applicable)
- 8.9 The supplied equipment must carry a warranty for a period of minimum one year from date of receipt of equipment according to the specification and rated capacity or from date of commissioning in case installation & commissioning is in the scope of supplier.
- **ARBITRATION**: In the event of any dispute arising out in the interpretation of any of the condition of this agreement the Managing Director, Bhilwara Dairy, Bhilwara would be sole arbitrator and the final discussion of arbitrator will be binding on both the parties.
- 9.0 **JURISDICTION:** All disputes arises, if any, are subject to Bhilwara jurisdiction only

Taxation:- Any change in the tariff of any taxes at the time delivery all changes will be considered as per rules.

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Special Notes

- 1. All necessary material (s), which are required for the erection of work falls in the scope of the supplier. If extra quantities are needed the supplier shall supply these at the quoted rates. If any extra item (s) not included in the tender is are needed for completing the work, the same will be either supplied by BZDUSS Ltd, and erected by the supplier or supplied and erected both by the supplier at mutually agreed rates considering the purchase price, taxes and handling charges etc. However, BZDUSS Ltd, decision with regard to reasonability shall be final and binding.
- 2. You will be responsible for supply and successful installation, commission and testing of the items to be supplied and erected by you as per standard norms for each item. You will carry out repairs / replacement of any defective workmanship/ replacement within the time schedule that may be give by BZDUSS Ltd, will be final and binding.
- 3. All works shall have to be done as per standard norms mentioned in the tender and all works shall also be confirmed to the requirement of the following.
 - a) Indian Electricity Act and rules framed there under.
 - b) Fire insurance regulations.
 - c) Regulations laid down by the chief Electrical Inspector of the State / State Electricity Board.
 - d) Regulation laid down by the Indian Factory Act and IBR for the State.
 - e) Installation operating laid down by the local authorities.
 - f) Installation operating manuals of original manufacturers of equipment.
- 4. LEGAL COMPETENCY OF SIGNING THE TENDER
 Individual signing the tender of other documents connected with this tender must specify whether he signs as:
 - (A) "Sole Proprietor" of the firm of constituted attorney of such proprietor.
 - (B) The Partner of the firm, if it is a partnership firm in which case, he must have authority to refer to arbitration disputes pertaining to business of the partnership either by virtue of the partnership deed or by holding the of attorney.
 - (C) Constituted attorney of the firm, if it is a Company.
- 5. The tenderer whose tender is accepted (hereinafter called the supplier/contractor) will be required to furnish security for the due fulfillment of his contract in the from of a Bank Demand Draft of 5% of the contracted value (FOR site). The Bank Demand Draft of Nationalized/ Scheduled Bank drawn in favor of BZDUSS Ltd, Bhilwara is to be submitted within a period of 15 days from the date of placement of Purchase Order. The EMD amount shall be adjusted in the aforesaid security. If the tenderer fails to commit the above terms the EMD deposited with this tender will forfeited.
- 6. All necessary foundation bolts and their grouting on floor, walls etc, as per the requirement are included in the scope of erection & installation. All the supply covered in this part shall be governed by the same general terms conditions given in the tender documents against which the offer was made. Further the specifications of the contract are intended to to describe and provide for a finished piece of work. They are intended to be complementary and what is required by either shall be if required by all. It is to be understood and agreed by erector that the work

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described shall be complete in every details even though every item necessarily involved is not particularly mentioned herein. Erector shall be required to provide all lab our materials and equipments necessary for the entire completion of the work describes and shall not avail himself of any manifesting or unintentional error. Omission or inconsistency that may exist. Erector shall carry out and complete the work in every respect in accordance with the contract and accordance with the direction and to the entire satisfaction of BZDUSS Ltd, Bhilwara and the manufactures representatives.

- 7. The various parts of the contract are intended to be complementary to each other but should any discrepancy appear of any misunderstandings arises as to the interpretation of anything contained therein, the explanation of BZDUSS Ltd, Bhilwara, shall be find binding.
- 8. BZDUSS Ltd. Bhilwara, shall have the right to direct the manner in which all work under this contract shall be conducted in so far as it may be necessary to secure the safe and proper progress and specified quality of the work, all work shall be done and all materials shall be furnished to the satisfaction and approval of BZDUSS Ltd. Bhilwara,
- 9. The erector shall obtain the necessary approval of the Factory Inspector, Electrical weights & Measures Inspector, Explosives Inspector, and any other necessary details. Authorities as may be required. All the necessary details, drawings, submission of application and proformas will be furnished by the erector to BZDUSS Ltd, Bhilwara, for rectification / signature. The necessary application duly filled in together with the prescribed fees shall be submitted to the authorities by the erector on behalf of the BZDUSS Ltd, Bhilwara, However all the actual prescribed fees paid by the erector shall be reimbursed the BZDUSS Ltd, Bhilwara, upon production of the receipt / vouchers of the above said authorities. BZDUSS Ltd, Bhilwara, shall however extend all possible assistances to the erector for obtaining the necessary approvals. Nevertheless the ultimate responsibility for obtaining the necessary approvals lies with the erector.
- 10. The erector shall operate, maintain and give satisfactory trial run of the plant satisfactory for a period of continuous one month at the rates output. Air rectifications of damages / defects and routing troubles shootings should be carried out by the erector to achieve aforesaid satisfactory running of the plant. The erector shall incorporate / execute necessary minor modification during the trial period for maximizing operational efficiency. The erector should also execute minor modification as may be suggested by BZDUSS Ltd, Bhilwara,.
- 11. The supply of equipment as well as installation shall have to be carried out by the erector to the entire satisfaction of the BZDUSS Ltd, Bhilwara,. The erector shall also guarantee to repair / replace without any extra cost. the items or parts thereof if found defective due to bad design workmanship or substandard material within 12 months from the date of commissioning or 36 months from the date of receipt of the material at site whichever is earlier.



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General Terms & Conditions For an integral Part Of Purchase Order

1. INSPECTION:

The equipment under the purview of your supply should be inspected by our technical experts at your works & such joint inspection report should be forwarded to us in triplicate along with dispatch documents.

You should forward to us the test certificate, wherever applicable, obtained from the concerned authorities/principal manufacturers either regarding quality or any other details of the items utilized in the process of manufacture/fabrication.

2. DESPATCH INSTRUCTION:

The material are to be dispatched to the project site by the mode of transport specified in the order under intimation to us. Depending on the type of material, you shall have to carry out proper packing/creating to avoid breakage in transit other detail of dispatch such as marking, consignee a particulars etc., For using any mode of transport other than the specified one prior concurrence from us in writing should be obtained. All consignment should be dispatch on freight paid basis irrespective of price basis. in the event of freight payable by us, you shall have to obtain our prior approval and produce necessary documentary evidence in support of your claims. Unless otherwise stated, the original RR/LR should be sent by registered post directly to the consignee along with a copy of invoice and two copies of delivery challan /packing list.

3. INSURANCE:

You shall have to arrange all transit risk insurance on warehouse basis for the items to be supplied by you. In the event of any damage to/ loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/ underwriters and pursue them till settlement. Since insurance policy will be taken in our name, if required, we shall give you necessary authorization letter, authorizing you lodge and pursue claims on your behalf with the carriers/ underwriters. Also you shall have to make good the losses/ damaged occurred in transit by making replacement/payment to us in the first instant and if claims are settled by the underwriters and any amounts are released by to us amount thus realized in settlement of claims shall be reimbursed to you. In other words, the prime facie responsibility rests on you for getting compensation of the damaged/losses incurred if nay due to all transit here do.

4. **DELIVERY CLAUSE:**

The stipulated delivery time given in the order is the essence of this contract. You must, therefore, strictly adhere to the delivery schedule mentioned in the order.

5. DEMURRAGE:

You shall bear and reimburse to useful demurrage charges, if any paid by reason of delay on your part in forwarding the original dispatch documents to destination given in the purchase order.

6. REJECTION:

We reserve the right to reject the goods either in part or full if at the time of delivery, it is noticed that the goods supplied do not conform to the specification / description given in the order. The rejection, if any, will intimated to you in writing within a reasonable time. You will be liable to repair/replacement is done, the rejected goods shall be lying at your risk, cost and responsibility.

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If you do not arrange to repair/replace the rejected goods at your risk and in the manner which we think fit. We shall be entitled to retain the incurred on storage, hang ding and disposal of the rejected goods. We shall also be entitled to recover the expenses made by us on storage land handling of such rejected the expenses made by us on storage land handling of such rejected goods till the goods are removed from our premises/stores.

7. CONPENSATION FOR DELAY:

The accepted delivery schedule of supply and/or installation shall be governed by the compensation for delay clause as given in the tender. Under the clause, if the delivery or installation of the equipment is not made by the stipulated date, you shall have to pay a penalty @ half percent the value of the unexecuted part of the accepted order. Alternatively in the event of non-delivery of the materials of installation within the stipulated time, we reserve the right to cancel the order and procure the material/get installed from any other the order lands the party.

8. GAURANTEE:

The supply of equipment as well as installation, if entrusted, shall have to be carried out by you to the entire satisfaction of BZDUSS Ltd., Bhilwara.

You shall also guarantee to repair/replace without any extra cost, the items or parts thereof, if found defective due to bad designing, workmanship substandard material, within 12 months from the date of commissioning or 24 months from the date of receipt of material at site whichever is earlier. If it is necessary to send the defective equipments of parts thereof to your work for repair/replacement, without forming any precedence the cost of repacking, loading, unloading, transportation from the site to your works and back to site shall have to be borne by you. The guarantee however, does not cover any damage resulting from normal wear and tear of improper attendance or mishandling or the equipment during repair by personal other than supplier or their authorized agents.

9. WARRANTY:

You must provide a warranty for a minimum period of one year from the date of commissioning of the equipment for satisfactory performance of the supplied equipment according to the designed/rated/installed capacity or any other norms fixed of BZDUSS Ltd., Bhilwara.

10. DRAWING, SPECIFICATION & MANUALS:

- 10.1 Prior to commencement of fabrication, you shall have to submit for our approval, two sets of drawing of all the items ordered for supply showing overall dimensions with typical sectioned, details of service connection and their requirement details of drive units. etc. the drawing should also show a complete bill of material, wherever applicable.
- 10.2 Three copies of each operation and maintenance manual & service instruction along with the drawing showing details of part list, against each item of your supply should be sent to us. You should also furnish us service requirement like water (hot water, chilled water and main water), electricity, lubricant air etc. for each equipment, wherever applicable.
- 10.3 You shall provide a list of spare parts, which will be required for the plants and equipments supplied by you for at least two years of normal operation with the names and the addresses of

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the manufacturers from whom they can be procured. The list should contain the code numbers of the parts, which are required to be procured in addition to the machine number and model etc.

10.4 In case, any documents, drawing are supplied to you by BZDUSS Ltd., Bhilwara the same must be treated as confidential, must not be copies, reproduced, transmitted or disclosed otherwise in whole or part not duplicated, modified, divulged or discussed to any third party not misused in any other way without the consent of the BZDUSS Ltd., Bhilwara in writing. All such documents and drawing shall be the property of BZDUSS Ltd., and they must be returned to BZDUSS Ltd., after done with.

11. SUBMISSION OF BILLS:

Bills in triplicate under registered post, stating therein our purchase order reference along reference along with necessary inspection certificates from your inspector in respect of the material supplied and copies of dispatch documents should be sent to our BZDUSS Ltd., Bhilwara. Unless otherwise state, the payment shall be made to you by crosses Account Payee Cheque by post accordance to the terms of payment mentioned in the purchase order.

12. CANCELLATION OF CONTRACT AND REFUND OF ADVANCES:

We shall be free to cancel our order in part or full, in the case of non-delivery of material / non completion of installation within the stipulated delivery period or breach of any one of the clauses mentioned herein. Consequential losses, if any, on account of our getting installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you. In the event of cancellation of the order, you will be liable to refund the advance amount, if any, to the BZDUSS Ltd., Bhilwara in full. Supplier will have no right to forfeit the advance by them.

13. SUB-CONTRACT:

In the event of awarding sub-contract to any of the parties by you for the manufacture/supply/erection of any parts/spares/components that will be used in the ordered equipment, you must furnish us details about your sub-contractor, there experience, specification etc. the sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the prime facie responsibility rests on you regarding quality, quantity, guarantee/warrantee of the materials supplied by the sub-contractors.

14. FORCE MAJEURE CLAUSE:

The terms and conditions mutually agreed upon shall be subject to for Majeure clause. Neither the supplier nor the purchaser shall be considered in default in performance of its obligations here under, if such performance is prevented or delayed because of war hostilities, revolution, civil commotion, strike, epidemic, order proclamation, regulation or ordinance of any government or of any act of God or of any other cause whether of similar of dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

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15. For settlement of any dispute arising out of this order, Bhilwara shall be the jurisdiction irrespective of any jurisdiction clause mentioned in your correspondence. The arbitration proceedings shall be governed by the provisions of the India Arbitration Act, 1940 and the rules made there under or any enactment or statutory modifications.



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TECHNICAL SPECIFICATIONS –

FOR SUPPLY, INSTALLATION & COMMISSIONING WORK FOR INSULATION WITH AIR HANDLING SYSTEM FOR MILK COLD STORE OF APPROX. SIZE 14M X 14M X 3.7M HEIGHT AT BHILWARA DAIRY.

(Completion Period – 3 Months)

The existing dairy plant has ammonia based refrigeration plant. Prefabricated 60 mm size PUF panels are to be provided for insulation (side wall + Ceiling) to the cold room of having inner dimension as 14M X 14M X 3.7M Height approx and this shall be required to be used as Milk cold store operating at 2-4 deg C. The bidder is advised to positively visit the site before quoting in order to have first hand information regarding the actual site condition and quantum of work involved. Entire work shall include dismantling and removal of existing air handling units, any other structure or pipe line and restore the same as per actual site conditions. The Civil works shall be taken care of separately. 02 nos insulated cold store door (SS) and 04 nos Air Handling Units (SS) having 3-axial fan along with related items viz. electronic floats, ammonia level controllers, temperature controllers, ammonia pipings, valves, fittings—etc. are required to be supplied, erected and commissioned to cater to the functional requirements as under:-

FUNCTIONAL REQUIREMENTS:

| Size of store | Product | Input Per | Cooling to be | Packing |
|--------------------|--------------------|-------------|---------------------------------------|-------------------|
| (Inner dimensions) | | Day | mentioned | medium |
| 14Mx14Mx3.7M | Milk in Pouches | 100000 Ltr. | Product to be stored at 2-4 Degree C. | Polythene Film |



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(आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

1. PRE FABRICATED PANELS FOR COLD ROOM - CR-60 MM

| 1 | Cold Room Inner Size | W-14M x D-14M x H-3.7M |
|----|------------------------------|---|
| 2 | Product Storage | 100000 Ltr. |
| 3 | Product | Milk |
| 4 | Product Incoming Temperature | 8 deg C |
| 5 | Design Room Temperature : | 2-4 deg C |
| 6 | Panel Construction | Prefabricated sandwich PUF panels with cam lock & PVC gaskets on all sides. All panels fit together by cam lock panel with grooves to increase the strength. Wall, ceiling all get together by the mentioned arrangements. |
| 7 | Panel Thickness | 60 mm PUF (Poly Urethene Foam), density 40 kg/m ³ |
| 8 | PUF blowing agent | 141B (CFC free) |
| 9 | Panel Surface Material | 60 mm PUF panel both side pre coated GI sheet, sheet thickness 0.45 mm |
| 10 | Door Accessories | Flush type swing door with heavy duty imported hardware like hinges, handle and door closer. Door frame made in heavy duty PVC profile with inbuilt heater arrangement to remove defrosting on door & push type gasket to stop air lose and easy operation for long life. |
| 11 | Door Opening size & Qnty | Door Opening size 46" x 84" (WxH) – 02 Nos. |
| 12 | Light | Vapor proof bulk head provide proper lighting in each & every corner of the cold room (20-25 Watt LED light of reputed make, quty -10 nos) |
| 13 | Pressure relief port | Pressure relief port to balance the air pressure within the room to reduce damage of panel due to vacume. |
| 14 | Kick Plate | Aluminium checkered plate on both side of door bottom to reduce damage. |
| 15 | Safety release knob | Safety release knob placed at the inner side of the door for safety precautions. |

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2. AMMONIA AIR COOLING UNIT WITH REFRIGERATION PIPINGS, CONTROLS, VALVES & FITTINGS:

TECHNICAL SPECIFICATION:

Product type: Ceiling mounted cooling unit

Design Duty: As per requirement of cold room temperature

Design Room Temperature: 2-4 deg C

Refrigerant: NH₃ evaporating @ -5 deg C (Gravity feed)

Fans: 3x500 mm, Axial Fans, 1440 rpm, motor - 0.37 kW, 415V/3ph/50Hz

Coil data: Stainless steel tubes, with plain aluminium fins

Case work: GI white powder coated

Dimension: 2750 mm Long x 650 mm Deep x 800 mm High (appox)

1) All necessary ammonia valves (flanged type) of 'SUPER' make are to be provided for the complete system.

The quantities mentioned are tentative only & these may wary on either side as per actual site condition. The bidders are advised to quote per unit FOR price for all these quantities separately so that final payment may be released as per actual measurements. However for the purpose for financial comparative statement the quantities mentioned shall be considered.

2) Temperature indicators reputed quality preferably Bell/J.N. Marshall are to be provided. The contract covers complete supply, installation, erection & commissioning of the cold store system after hooking up the same with the existing system of the dairy treating as a total Turn Key job and the bidder shall be fully responsible for proper design of the system, detailing etc.

and give the rates performance, Supply and installation of all the item as necessary to meet the functional requirements efficiently and effectively are covered in the scope of this tender. This also includes L&T make starters and cable of proper size for the motors of the cooling units.

- 3) Cooling Equipment: supply, fixing, installation, erection & commission of four nos. Air handling units of reputed make, having capacity sufficient to meet the functional requirement as given above. Each cooler should be fitted with three nos. Axial fans with suitable capacity of motors of Siemens/ Brown Boverri /Cromton/ Kirloskar / NGEF or reputed make as given in the annexure. The coil to be spray galvanized with minimum thickness of 80 micron which may be got verified at site by the Milk Union with the instrument supplied by the supplier. Before fining the coil pipe, Milk union may verify about the make & quality of the evaporating coil.
- 4) All Ammonia controls of 'MANIK' make are to be provided for the complete system.
- 5) Presently, there is one no. round shape beam at the centre of cold room building. It should be insulated with square shape PUF panel of appropriate size and corners of the structure should be provided with SS L shape flashing.
- 6) Existing cold room having 4 nos beams of approx size 725mmx80mm. Tenderer is advice to consider these beams and provide corner PUF panel accordingly.



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Water defrost spray pipes, nozzles and header shall be provided, arrange to be self-draining. This provision is required for air handling units.

The casing shall be of galvanized sheet steel, cross-broken to prevent drumming. Refrigeration coil and defrost piping shall be fixed to substantial bears. The bidder should ensure that no rattle occurs when the unit is operating.

Induced draft fans shall be axial, direct coupled to motors. Belt drives are not acceptable. Fans and motors shall be dynamically balanced. Motor and bearing shall be suitable for operation at an ambient temperature of zero degree for cold store room evaporators and motors should have degree of protection IP 55 or better. Fabrication and installation drawings shall have to be got approved.

Technical specification of panel, Cold store insulation and doors

1. INSULATION PANELS FOR CEILING AND WALL

The wall and ceiling of the insulated cold rooms are to be constructed using pre-fabricated, self supported, sandwich panels insulated with PUF of required thickness. Sandwiched Panel shall be CFC free, manufactured using high-pressure foam injection equipment in a precise ratio and proportion. The properties of the insulation shall be as under:

Injected density $40 \pm 2 \text{ kg/m}^3$

Thermal conductivity : 0.023 W/mt/deg K. (Aged)

Compressive strength : 155 Kpa Closed cell contents : 90 to 95 %

Operation temperature range : minus 60° C to 80° C

Test certificates shall be produced to support above properties. The skin material for the wall and ceiling panels shall of galvanised steel sheet (grade 275 gsm) of *minimum* 0.6 mm thick with grooved profile to enhance strength and aesthetics. The external surface of sheet shall be pre-painted with *minimum* 25-micron thick silicon modified polyester coating.

The wall panels shall be in appropriate lengths to match the room height, and width of ceiling/wall panels shall be such as in order to minimize the number of joints. The configuration shall incorporate factory made standard L shape panels for corners and TEE shape panels for partitions. The joining system of the panels shall be designed to ensure a quick and secure assembly at site. The joints shall be made hermetic and perfectly vapour tight by use of silicone sealants.

All Panel shall be Cam Lock type and all corners should be covered with SS 'L' shape angle flashing 2 inch shee havingt thickness of minimum 2mm.

The system shall be complete with all ancillary items like, ceiling panels suspension system complete with insulated beam, suspension chain/ hard wares, suitable corner pieces, pre-painted steel/aluminum profiles for inner/outer junctions and joint corners, pressure relief valves, silicone sealants, foam chemicals and all other components & accessories as required. The costs of these ancillary items are deemed to be included in the respective rates for installation of ceiling/wall panels and no separate payment shall be made for such items.



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2. INSULATED DOORS-

All cold rooms shall be provided with manual sliding type doors depending on the location as per actual site conditions.

The doors shall be of PUF insulated with both side covered with impact resistant stainless steel 304 complete with all accessories properly engineered and made by specialist manufacturer broadly meeting following requirements.

The insulated doors shall be manually operated, Swing type hinged based, easy to mount, mechanically reinforced for heavy duty usage complete with all required fittings, sliding rails/hinges, bottom guide, rollers etc. mounted on a suitable frame. Necessary heavy-duty handle for easy opening and closing of doors shall be provided. Door pad Locking arrangement, emergency exit lock release knob/wheel shall be provided.

Brief specifications of door are as given below:

- a. Insulation by injection of Poly Urethane Foam under pressure with injected density of 40 kg/m³minimum.
- b. Gasket to ensure air tightness and for prevention of refrigeration losses.
- c. Sliding rail arrangement shall be easy to operate constructed so that the door drops a little down and towards the frame uniformly while closing to achieve a hermetic seal.
- d. Shafts, nuts for roller shall be made out of SS. The gasket material shall be durable and shall not harden at low temperature.
- e. The doors shall have padlocking arrangement from outside. Provision for "safety release" shall be made for opening a door from inside, even with padlock in place.
- f. Kick plate made of SS chequred plate shall be provided up to appropriate height from bottom for mechanical impact protection.
- g. SIL portion of main insulated door openings and hatch door openings shall be finished with pre coated sheet as per the requirement. SIL insulation shall be provided for the three sides of opening for main door openings and all the four sides in case of hatch door openings. The refrigeration contractor shall be responsible to finish the SIL portion of the Hinge/sliding door area with PUF insulation of appropriate thickness and cladded with pre coated sheet, flashing, angles at the corner, etc.

Installation:

Work includes fixing of doors and frames and all items mentioned above. Drawings, indicating requirements for grouting, shall be approved. The detailed design and performance of sliding doors for cold store is under Refrigeration Contractor's responsibility. The drawing shall have to be got approved from the Purchaser.



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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

Safety:

Provision for safety of personnel shall be made by the supplier in accordance with IS: 661 (Code of practice for insulation and safe operation of cold Storages.)

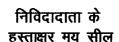
The cold room shall have a safety pilot light outside indicating the presence of people in the room and electric bell shall be provided of distress signaling. The bell shall be installed at approved location and bell push switches and hatch door clearly illuminated in cold store. The circuits for bell, safety pilot light, safety illumination shall be independent of the main power supply.

The necessary double earthing by G.I. wire of B gauge shall have to be provided so as to connect these with the nearest existing earthing system.

All work are to be carried out as per applicable Indian Standards and should also conform to the statutory requirements of the local, State and Central authorities.



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5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

AGREEMENT

(On non judicial stamped paper of value Rs.500/-, 1000/- & 5000/-)

| 1. | An agreement made this day of between M/s hereinafter called "approved supplier" which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Bhilwara Zila Dugdh Utpadak Sahkari Sangh Ltd. (hereinafter called "the B.Z.D.U.S.S.Ltd, Bhilwara" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part. |
|------|---|
| 2. | Whereas the approved supplier has agreed with the B.Z.D.U.S.S.Ltd, Bhilwara for supply, installation, testing and commissioning of & all those articles set forth in the supply order/work order issued vide No and in the manner set forth in the aforesaid order. |
| 3 | (a) And whereas the approved supplier has deposited a sum of Rs in form of Demand Draft as security for the due performance of the agreement. |
| 3 | (b) And whereas the approved tenderer/supplier has agreed: |
| | to keep the security deposit with the union in form of demand draft for an initial period of 2 months or such extended period so as to cover the period of performance of contract i.e. upply/erection/commissioning as per purchase order. In case the contractor/supplier completes its contractual obligations before 12 months the deposit can be refunded before 2 months at the sole discretion of BZDUSS before aforesaid period of 12 months. |
| (ii) | that no interest shall be paid by the Milk Union on the security deposit. |
| iii | that in case of breach of any terms & conditions of the aforesaid supply order of this agreement by the contractor/supplier the amount of security deposit shall be liable to forfeiture in full or part by the Milk Union. |
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NOW THESE PRESENT WITNESS

- 1. In consideration of the payment to be made by the B.Z.D.U.S.S.Ltd, Bhilwara at the rates setforth in the aforesaid supply order/work order, the approved supplier will duly supply the articles setforth/execute the work in the aforesaid supply order/work order and in the manner set forth and within the period stipulated in the conditions of the tender and order.
- 2. The conditions of the tender as given in the tender document for the work, conditions of the aforesaid supply order/work order and also any subsequent amendment as may be issued by the B.Z.D.U.S.S.Ltd, Bhilwara will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3 (a) The B.Z.D.U.S.S.Ltd, Bhilwara do hereby agree that if the approved supplier shall duly supply the said articles/execute the work in the time and manner aforesaid, observe and keep the said terms & conditions, the Milk Union shall pay or cause to be paid to the approved supplier, at the time and in manner set forth in the said conditions, the amount payable for each and every consignment/work executed on supplier's raising bills.
- 3 (b) The mode of payment will be as specified in the supply order/work order.
- 4. Delivery shall be effected and completed in the manner and time specified in the supply order.
- 5. In case the approved supplier fails to deliver the goods/execute the work within the time specified in the aforesaid supply order/work order, the conditions of liquidated damages clause and penalty those for late deliveries as stipulated in the aforesaid tender/supply order/contract shall be enforced.
- 6. In case of any doubt or question arising on the interpretation pertaining to the supply order/tender the terms of the contract shall be binding, override and final over the supply order/tender.
- 7. If any dispute or difference shall at any time arise between the two parties in respect of or concerning any of this herein contained or arising out of this supply order/tender/agreement as to the rights, liabilities or duties of the said parties hereunder or as to the recovery of any amount, the same shall be referred to the sole arbitrator M.D., BZDUSS who in turn may refer the dispute to any officer of B.Z.D.U.S.S.Ltd, Bhilwara for adjudication. The arbitration shall be in accordance to the law of Arbitration and Conciliation Act, 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties.

8. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Bhilwara.

| In witness whereof the parties hereto have set their hands on the | day | |
|---|-----|--|
| | | |

SIGNATURE OF THE

APPROVED SUPPLIER:

AND ALO AS OF THE STATE OF THE

SIGNATURE FOR AND ON

BEHALF OF the Union

निविदादाता के हस्ताक्षर मय सील

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भीलवाड़ा डेयरी 2019—20

भीलवाड़ा जिला दुग्ध उत्पादक सहकारी संघ लिमिटेड, भीलवाड़ा 5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001

(आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

Witness No.1

Witness No.1

| Signature : | Signature : |
|--------------|---------------------------------------|
| Name : | Name : |
| Address: | Address : |
| | |
| | |
| Witness No.2 | Witness No.2 |
| Signature : | Signature : |
| Name : | Name : |
| Address: | Address : |
| | |
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निविदादाता के हस्ताक्षर मय सील



मीलवाड़ा डेयरी 2019-20

5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

(Form of Bank Guarantee against 30% advance sought from the B.Z.D.U.S.S.Ltd, Bhilwara for supply/erection contracts)

| 1 | I. In consideration of the BHILWARA ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., (hereinafter called "The B.Z.D.U.S.S.Ltd, Bhilwara") having agreed to grant an advance of Rs (Rupees only) to |
|----|---|
| | M/s (Rupees only) to M/s (hereinafter called the said supplier(s) under the terms and conditions of |
| | an agreement /Purchase Order No dated made between the |
| | B.Z.D.U.S.S.Ltd, Bhilwara and M/s. for supply/erection and commissioning |
| | (hereinaster called the said agreement/purchase order) on production of a Bank Guarantee for |
| | Rs. (Rupees only), We |
| | (hereinafter called "The Bank") do hereby undertake to pay the |
| | B.Z.D.U.S.S.Ltd, Bhilwara an amount not exceeding |
| | Rs. (Rupees only) against any loss/damage caused to or |
| | suffered or would be caused to or suffered by the B.Z.D.U.S.S.Ltd, Bhilwara by reasons of any breach by |
| | the said supplier(s) or any of the terms and conditions mentioned in the said agreement/Purchase Order. |
| | |
| 2 | We (Name of the Bank) do horaby undertake to now the |
| _ | . We (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the B.Z.D.U.S.S.Ltd, Bhilwara |
| | stating that the amount claimed is due by way of loss or damage caused to or would be caused to or |
| | suffered by the B.Z.D.U.S.S.Ltd, Bhilwara by reasons of any breach by the said supplier(s) or any of the |
| | terms and conditions contained in the said agreement/Purchase Order, or by reason of the supplier(s) failure |
| | to perform the said agreement/purchase order. Any such demand made on the Bank shall be conclusive as |
| | regards the amount due and payable by the Bank under this guarantee. However our liability under this |
| | guarantee shall be restricted to an amount not exceeding Rs. (Rupees only). |
| | omy). |
| _ | |
| 3. | We(Name of the Bank) further agree that the guarantee herein contained shall remain |
| | in full force and effect during the period that would be taken for the performance of the said |
| | agreement/purchase order and that it shall continue to be enforceable till all the dues of the |
| | B.Z.D.U.S.S.Ltd, Bhilwara, under or by virtue of the said agreement/purchase order have been fully paid |
| | and its claims satisfied or discharged or till the B.Z.D.U.S.S.Ltd, Bhilwara certifies that the terms and |
| | conditions of the said agreement/purchase order have been fully and properly carried out by the said |
| | supplier(s) and accordingly discharge the guarantee unless a demand of claim under this guarantee made on |
| | us in writing on or before We shall be discharged from all liabilities under this |
| | guarantee thereafter. |
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2019-20

हस्ताक्षर मय सील

भीलवाड़ा जिला दुग्ध उत्पादक सहकारी संघ लिमिटेड, भीलवाड़ा 5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001

| 4. We (Name of the Bank) further agree with the RZDIIS | |
|---|---|
| 4. We (Name of the Bank) further agree with the B.Z.D.U.S. B.Z.D.U.S.S.Ltd, Bhilwara shall have the fullest liberty without our consent and manner our obligations hereunder to vary any of the terms and conditions of the order to extend the time of performance by the said supplier(s) from time to time or from the time to time any of the power exercisable by the B.Z.D.U.S.S. said supplier(s) and to forbear or endorse any of the terms and conditionagreement/purchase order and we shall not be relieved from our liability by reason extension or for any forbearance, act or omission on the part of the B.Z.D.U. indulgence by the B.Z.D.U.S.S.Ltd, Bhilwara to the said supplier(s) or by a whatsoever which under the law relating to sureties would but for this provision it us. | d without affecting in any e said agreement/purchase me or to postpone for any Ltd, Bhilwara against the ons relating to the said on of any such variation of S.S.Ltd, Bhilwara or any any such matter or thing |
| 5. We (Name of the Bank) lastly undertake not to revoke currency except with the previous consent of the B.Z.D.U.S.S.Ltd, Bhilwara in wr | this guarantee during its iting. |
| 6. Not withstanding anything stated above our liability under this guarantee. Rs | to the B.Z.D.U.S.S.Ltd, to f the amount and such by dispatch thereof to the Bank at its address by |
| 1) Our liability under this Bank Guarantee shall Rs (Rupees only). 2) This Bank Guarantee shall be valid upto and, 3) We are liable to pay the guaranteed amount under this Bank Guarantee only and of a written claim or demand in the manner specified above on or before 7. Not withstanding anything stated above the Bank Guarantee shall be discharged Bhilwara once the advance amount released against the Bank Guarantee along wany payable on such advance has been fully recovered/adjusted. | only if you serve upon us by the B.Z.D.U.S.S.Ltd, |
| Place: | |
| Date: | Signature & Seal |
| निविदादाता के | भीलवाड़ा डेयरी |
| हस्ताक्षर मय सील | 2019—20 |

5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

(Performa of Bank Guarantee for releasing 10% balance payment) (On Non-judicial stamp paper)

| This deed of Guarantee made on this | day of | 20 | (Two |
|---|-------------------------------|----------------|---------|
| thousand) by (Name and | address of the Bank) (here | einafter refe | rred to |
| as "The Bank") which expression shall where the context or mea | ning so requires, includes | the successo | ors and |
| assignees of the Bank and furnished to the BHILWARA ZILA | DUGDH UTPADAK SA | AHKARI SA | ANGH |
| LTD., (hereinafter referred to as | "The B.Z.D.U.S.S.Ltd, | Bhilwara" | which |
| expression shall unless repugnant to the context or the meaning | ng there of include its leg | al represent | atives, |
| successors and assignees. | | | |
| WHEREAS the B.Z.D.U.S.S.Ltd, Bhilwara has placed its | purchase order bearing No |) , | dated |
| (Name and address of the party) (Hereinafter called | | | |
| and WHEREAS the B.Z.D.U.S.S.Ltd, Bhil- | | | |
| 10% of the value of the equipment on submission of a Bank Gu | arantee of equal amount, v | which will b | e kept |
| valid up to from the date of supply or 12 months from | date of commissioning of n | naterial at si | te. |
| In consideration of the B.Z.D.U.S.S.Ltd, Bhilwara | having agreed to pay | to the su | ıpplier |
| Rsonly) being the last | | | |
| we(Name of the Bank) hereby undertake and | | | |
| B.Z.D.U.S.S.Ltd, Bhilwara of the said 10% amount or any part the | | | |
| supplier by the B.Z.D.U.S.S.Ltd, Bhilwara in accordance with the | | | |
| order. The Bank further undertakes not to revoke this guarantee | during its currency except | with the pr | evious |
| consent of The B.Z.D.U.S.S.Ltd, Bhilwara in writing and this gua | arantee shall be a continuo | us and irrev | ocable |
| guarantee upto a sum of Rs (Rupeesonly). | The Bank shall not be discl | narged or re | leased |
| from this guarantee by any arrangement between the supplier | | | |
| without the consent of the Bank or any alterations in the oblig | ations of the parties or by | y any indul | gence, |
| forbearance shown by the B.Z.D.U.S.S.Ltd, Bhilwara to the supp | olier and that the same shall | ll not prejud | lice or |
| restrict remedies against the Bank nor shall the same in any even | be a ground of defence by | the Bank a | gainst |
| the B.Z.D.U.S.S.Ltd, Bhilwara. We(Name of the Bank | x) do hereby undertake to p | ay an amou | nt due |
| and payable under this guarantee without any demur, merely or o | lemand from the B.Z.D.U. | S.S.Ltd, Bh | ilwara |
| stating that the amount claimed is due to the B.Z.D.U.S.S.Lt | d, Bhilwara. In case the | B.Z.D.U.S. | S.Ltd, |
| Bhilwara puts forth a demand in writing on the Bank for the pay | ment of the amount in full | or in part a | gainst |
| | | | |

निविदादाता के हस्ताक्षर मय सील



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भीलवाड़ा डेयरी 2019—20

5 कि.मी., अजमेर रोड़, भीलवाड़ा—311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

this guarantee, the Bank shall consider that such demand by itself is a conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated by the B.Z.D.U.S.S.Ltd, Bhilwara without raising any dispute regarding the reasons for any such lapse/failure on the part or the supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the B.Z.D.U.S.S.Ltd, Bhilwara may have or hereafter possess against the supplier/tenderer and the B.Z.D.U.S.S.Ltd, Bhilwara shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the B.Z.D.U.S.S.Ltd, Bhilwara may be entitled to receiving or have a claim upon and the B.Z.D.U.S.S.Ltd, Bhilwara at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the B.Z.D.U.S.S.Ltd, Bhilwara on B.Z.D.U.S.S.Ltd, Bhilwara's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

| Ne | ot withstanding anything | contained here in before, our liability | under this guarantee is restricted to | | | | |
|------------|-------------------------------|---|--|--|--|--|--|
| Rs | (Rupees | only) and it shall remain in force until, | | | | | |
| unless a s | suit or action is filed again | nst us to enforce such claims, within t | hree months from the aforesaid date, | | | | |
| all the B. | Z.D.U.S.S.Ltd, Bhilwara' | s rights under this guarantee shall be f | forfeited and we shall be relieved and | | | | |
| discharge | d from all liabilities there | under. | | | | | |
| | | | | | | | |
| Place: | | | | | | | |
| Date: | | | (SIGNATURE) | | | | |
| | | ACRAWA! & ACO | Seal | | | | |
| | | WA COUNTRY OF THE PROPERTY OF | | | | | |

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निविदादाता के हस्ताक्षर मय सील

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भीलवाड़ा डेयरी 2019—20

5 कि.मी., अजमेर रोड, भीलवाडा-311001 (आई.एस.ओ. 9001 & 22000, ई.एम.एस. & जी.एम.पी. प्रमाणित संगठन)

PART "B" (Financial)

I have carefully read all the terms & conditions and technical specification in tender part "A" for Supply, Installation & Commissioning work for Insulation with Air Handling Systems Suitable for Milk Cold Store of Approx Size 14M x 14Mx 3.7M Heights at Bhilwara Dairy and my offer / rates is as under:-

Name of Firm

| S.N. | Description | Supply Amount inclusive of octroi, Packing- Forwarding, Insurance etc | GST on supply amount | Installation & Commissioning Amount | GST on Installation & Commissioning Amount | Total Amount (Rs.) |
|------|--|---|-------------------------------|-------------------------------------|--|--------------------------|
| 1. | CR-60 mm Pre Fabricated PUF Panels for Cold Room Size 14Mx14Mx3.7M | | | | | |
| 2. | Ammonia Air Handling Units with Refrigeration Controls, Valves, Pipings & Fittings Onty: 04 sets | | | | | |
| 3. | Insulated Cold Store Door (SS), Size: 46" x 84" Quty: 02 nos | | | | | |
| | GRAND TOTAL :- | | | | | |

The bidders are requested to quote the unit price also separately for various items as the quantities may varies on either sides as per actual side condition and the payment shall be released as per actual measurements. However for the purpose of drawing the financial comparative statement the total amount (price) and quantities mentioned as per tender document will be considered. The bidders are also requested to quote ex-works value separately for above items.

(Signed & Sealed by the tenderer In token of acceptance of above)

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भीलवाडा डेयरी 2019-20