

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

गोवर्धन विलास, अहमदाबाद रोड, उदयपुर

फोन : 2640258, ईमेल: saras@milkunionudaipur.com, sarasmilkunionudaipur1983@gmail.com

1	निविदा का नाम	-	SUPPLY, INSTALLATION AND COMMISSIONING WORK FOR PREFABRICATED ICE-CREAM COLD STORE CAPACITY 1200 CFT WITH ANTE ROOM FOR DAIRY PLANT UDAIPUR (RAJ.)
2	निविदा संदर्भ	-	ई-निविदा सूचना – 18/2022-23
3	निविदा की अनुमानित लागत	-	15.00 लाख रु.
4	निविदा की अवधि	-	01 माह
5	अरनेस्ट मनी (अमानत राशि)	-	रु. 30,000/- का डी.डी. (तीस हजार रुपये) (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)
6	निविदा शुल्क	-	रु. 590/- (inclusive GST @18%) का डी.डी. (अक्षरे पाँच सौ नब्बे रुपये) (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)
7	निविदा प्रक्रिया शुल्क	-	रु. 500/- का डिमाण्ड ड्राफ्ट या बैंकर्स चैक (अक्षरे पाँच सौ रुपये) (Managing Director, RISL payable at Jaipur.)
8.	निविदा सूचना एवं निविदा दस्तावेज उदयपुर डेयरी व e-procurement की वेब साईड से डाउनलोड करने की दिनांक व समय	-	27.03.2023 सांय 05:00 बजे से
9	e-procurement की वेब साईड पर निविदा जमा कराने की दिनांक एवं समय	-	10.04.2023 सांय 05:00 बजे तक
10	निविदा शुल्क, निविदा प्रक्रिया शुल्क एवं अमानत राशि भौतिक रूप से जमा कराने की दिनांक एवं समय	-	11.04.2023 सांय 05:00 बजे तक उदयपुर संघ कार्यालय में
11	तकनीकी निविदा खोलने की दिनांक एवं समय	-	12.04.2023 दोपहर 12:00 बजे
12	निविदा खोलने का स्थान	-	Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Industrial Area, Dahod Road, Udaipur 327001(Raj.)
13	वित्तीय निविदा खोलने की दिनांक व समय	-	बाद में सूचित किया जावेगा।

Annexure 1.1: Compliance with the code of Integrity and No. Conflict of Interest

Any person participating in a procurement process shall

- a. not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to and party or to its property to influence the procurement process;
- f. not obstruct any investigation or audit of a procurement process;
- g. disclose conflict of interest, if any; and
- h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is, considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/ shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process, participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same Subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

Annexure 1.2 : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my / our Bid submitted to Managing Director , Udaipur Dugdh Utpadak Sahakari Sangh Limited, Udaipur (Rajasthan) for procurement of in response to their Notice Inviting bid No..... Dated I /we hereby declare under Section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any Local Authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities Suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the, commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date:

Signature of Bidder

Place:

Name:

Designation:

Address:

Annexure 1.3 : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Chairman, Udaipur Dugdh Utpadak Sahakari Sangh Limited, Udaipur (Rajasthan). The designation and address of the Second Appellate Authority is Managing Director, Rajasthan Co-Operative Dairy Federation Ltd, Saras Sankul, J.L.N. Marg , Jaipur (Rajasthan).

1. Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable,

2. The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
3. If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
4. **Appeal not to lie in certain cases**
No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
 - (a) Determination of need of procurement.
 - (b) Provisions limiting participation of bidders in the Bid process.
 - (c) The decision of whether or not to enter into negotiations.
 - (d) Cancellation of a procurement process.
 - (e) Applicability of the provisions of confidentiality.

5. Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

6. Fee for filing appeal.

- (a) Fee for first appeal shall be rupees Two Thousand Five Hundred and for Second Appeal shall be rupees Ten Thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank Demand Draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

7. Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, Up on filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - (i) Hear all the parties to appeal present before him; and
 - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter,
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost,
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

**Memorandum of Appeal under the Rajasthan Transparency in Public
Procurement Act, 2012**

Appeal No.....of.....
Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

2. Name and address of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved.

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative.

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal
.....
.....
..... (Supported by an Affidavit)

7. Prayer:
.....

Place

Date.....

Appellant's Signature

Annexure 1.4 : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (ii) if there is an error in a total corresponding to the addition or subtraction of sub totals, the subtotals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- (ii) Repeat Orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under :-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract.

3. Dividing quantities among more than one Bidder at the time of award (In case of procurement of Goods)

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second Lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

भाग 'अ'
तकनीकी निविदा

निविदा स्वीकृति पत्र
(फर्म/ऐजेन्सी के लेटर हैड पर दिया जावे)

प्रबन्ध संचालक,
उदयपुर दु.उ.स.सं.लि.,
उदयपुर (राज.)

विषय :- निविदा प्रपत्र की शर्तों एवं नियम पर सहमति बाबत्।
निविदा संदर्भ :-
निविदा आई.डी.नं. :-
कार्य का नाम :-

महोदय,

1. मैंने/हमने उपरोक्त कार्य हेतु निविदा प्रपत्र प्राप्त/वेबसाइट से डाउनलोड कर लिया है।
2. मैं/हम प्रमाणित करते हैं कि निविदा प्रपत्र में वर्णित सभी नियम एवं शर्तों, परिशिष्ट, नोटिस आदि जो कि कॉन्ट्रैक्ट एग्रीमेंट का हिस्सा हैं, को पढ़ लिया है एवं अच्छी तरह से समझ लिया है और मैं/हम सभी वर्णित नियम एवं शर्तों का पालन करेंगे।
3. सहमति पत्र प्रस्तुत करते समय मैं/हम उक्त निविदा के संबंध में समय-समय पर जारी संशोधन का ध्यान रखेंगे।
4. मैं/हम निविदा प्रपत्र एवं समय-समय पर जारी संशोधन सहित निविदा प्रपत्र में वर्णित सभी नियम एवं शर्तों को बिना किसी शर्त के स्वीकार करते हैं।
5. यदि मेरे/हमारे द्वारा निविदा प्रपत्र में वर्णित किसी भी शर्त का उल्लंघन करना पाया जाता है तो उदयपुर दु.उ.स.सं.लि., प्रबंधन के पास उपलब्ध अन्य कानूनी विकल्प पर बिना कोई विपरीत प्रभाव डाले हुए वह मेरे/हमारे द्वारा प्रस्तुत किये गये निविदा प्रपत्र को निरस्त करने के साथ-साथ मेरे/हमारे द्वारा जमा करवाई गई धरोहर राशि पूर्ण रूप से जब्त करने के लिये स्वतंत्र होगा।

उपरोक्त की सहमति स्वरूप निविदादाता के हस्ताक्षर मय मोहर

-: शपथ पत्र :-

(500 रूपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर)

मैं पुत्र श्री स्थायी
पता मोबाईल
नं. ई-मेल आई. डी. सत्यापित
करता हूँ कि-

1. उपरोक्त अंकित विवरण एवं संलग्न सभी विवरण सही एवं सत्य है तथा उदयपुर दुग्ध संघ की सभी शर्तें मुझे/हमें स्वीकार है।
2. निविदा प्रपत्र की शर्तों के अनुसार मांगे गये दस्तावेजों आदि की स्वहस्ताक्षर युक्त सत्यापित प्रतियाँ संलग्न कर रहा हूँ।
3. मेरे खिलाफ किसी भी पुलिस स्टेशन/न्यायालय में कोई आपराधिक मामला नहीं चल रहा न ही मुझे पूर्व में राज्य के किसी भी सरकारी/अर्द्धसरकारी एवं को-ऑपरेटिव ईकाई (पशुआहार संयंत्र/डेयरी प्लान्ट/बड़ी औद्योगिक ईकाई इत्यादि) के द्वारा कभी भी मुझे ब्लैक लिस्टेड नहीं किया हुआ है।
4. मैंने/हमने निविदा की समस्त शर्तें पढ़कर समझ ली हैं तथा मैं/हम इन समस्त शर्तों का पालन करने के लिए पूर्णतः सहमत हूँ।
5. यदि निविदा अवधि में किसी भी शर्त का उल्लंघन मेरे/हमारे द्वारा किया जाता है, तो मेरी/हमारी निविदा निरस्त कर दी जावे।
6. साथ ही यदि तकनीकी निविदा में, मैं असफल रहता हूँ तो मेरी वित्तीय निविदा नहीं खोली जावेगी।

निविदादाता के हस्ताक्षर मय मोहर
नाम (आवेदक)

स्थान

दिनांक

भाग - अ 'तकनीकी निविदा'

(नोट - क्र.सं. 3 से 20. तक की सूचनायें वेबसाईट पर अपलोड करें।)

1.	निविदादाता/फर्म/व्यक्ति/संस्था का नाम	
2.	प्रोपराईटरशिप/पार्टनरशिप	
3.	निविदादाता का स्थानीय पता (मय टेलीफोन/मोबाईल नम्बर) (ई-मेल आई.डी.)	
4.	अमानत राशि रु. 30,000/- (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)	बैंक ड्राफ्ट संख्या दिनांक बैंक का नाम राशि
5.	निविदा शुल्क रु. 590/- (inclusive GST @18%) (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)	बैंक ड्राफ्ट संख्या दिनांक बैंक का नाम राशि
6.	निविदा प्रक्रिया शुल्क रु. 500/- का डिमाण्ड ड्राफ्ट या बैंकर्स चैक (Managing Director, RISL payable at Jaipur)	बैंक ड्राफ्ट संख्या दिनांक बैंक का नाम राशि
7.	निविदादाता का स्थाई पता (साक्ष्य के लिए आधार कार्ड की सत्यापित प्रति)	
8.	निविदादाता/फर्म का पेन नम्बर (फोटो प्रति अपलोड करें।)	
9.	निविदादाता का जी.एस.टी.नं. की प्रति अपलोड करे।	
10.	स्वयं द्वारा हस्ताक्षरित केन्सल चैक अपलोड करे। (निविदा अस्वीकृत होने की स्थिति में ई.एम.डी. लौटाने हेतु)	
11.	परिशिष्ट - 1 के एनेक्जर 1.1 से लेकर 1.4 तक के प्रत्येक पेज पर हस्ताक्षर कर अपलोड करें।	
12.	परिशिष्ट - 2 के अनुसार निविदा प्रपत्र के नियम एवं शर्तों पर सहमति।	
13.	परिशिष्ट - 3 शपथ पत्र सहित	
14.	संलग्न शर्तों पर सहमति स्वरूप निविदादाता द्वारा आवेदन प्रपत्र के प्रत्येक पेज पर हस्ताक्षर कर अपलोड करें।	
15.	Income tax return- 3 Year	
16.	Whether manufacture (Yes/No)	
17.	If no, whether manufacture authorization form enclosed as per Section-I	
18.	Power of attorney	
19.	Whether experience in past performance on work of similar Nature (Attach copies of purchase orders & performance certificates).	
20.	Work experience	

नोट :- वित्तीय भाग में प्रस्तावित प्रतिस्पर्धात्मक दरे केवल निर्धारित शीट में प्रस्तुत की जानी चाहिए और निर्धारित शीट में कोई संशोधन नहीं किया जाना चाहिए।

MANUFACTURERS' AUTHORISATION FORM

(Eligibility Criterion)

To

**UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD.
Goverdhan Vilas, Ahmedabad Road
Udaipur (Raj.) 313002**

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,

**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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परिशिष्ट -5

निविदा प्रस्तुत करने हेतु सामान्य नियम

1. निविदा प्रपत्र के भाग "अ" में कार्य सम्बन्धी समस्त विवरण व निविदा शर्तों का विवरण दिया गया है। निविदादाता को अपनी सहमति स्वरूप इसके प्रत्येक पृष्ठ पर अपने हस्ताक्षर करने होंगे। समस्त दस्तावेजों की प्रति तथा अमानत राशि का ड्राफ्ट संलग्न करते हुये पृथक रूप से अपलोड किये जाने हैं।
2. निविदा प्रपत्र का भाग "ब" (BOQ) में निविदादाता द्वारा दी जाने वाली दर भरी जानी हैं तथा इस दर के प्रपत्र को एक पृथक निर्धारित प्रपत्र में अलग से अपलोड किया जाना हैं।
3. निविदादाता द्वारा सम्बन्धित कार्य के लिये प्रस्तुत की जाने वाली निविदा के भाग "अ" में चाही गई वांछित सूचनाएं एवं दस्तावेजों सम्बन्धित कार्य अनुभव प्रमाण पत्रों की प्रति व निर्धारित ई.एम.डी. (अमानत राशि) जमा होने के आधार पर योग्य पाये जाने वाले निविदादाताओं के सम्बन्धित भाग "ब" (BOQ) को खोला जायेगा।
4. निविदादाता द्वारा प्रस्तुत भाग "अ" में किसी भी अपूर्ण सूचना अथवा सम्बन्धित दस्तावेजों की प्रति या निर्धारित ई.एम.डी. (अमानत राशि) के अभाव में अयोग्य घोषित किये जाने पर उनके द्वारा प्रस्तुत भाग "ब" (BOQ) पर विचार नहीं किया जायेगा।
5. निविदा प्रपत्र के भाग "ब" (BOQ) में सम्बन्धित कार्य हेतु निविदादाता द्वारा प्रस्तुत दरों का उल्लेख स्पष्ट रूप से अंकित करना आवश्यक होगा। दरें निर्धारित प्रपत्र में ही अपलोड किया जाना हैं। निविदा प्रपत्र के साथ दिये गये भाग ब के नमूना प्रपत्र में दरें भरी हुई होने पर निविदा निरस्त कर दी जायेगी।

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परिशिष्ट –6

निविदा प्रपत्र भरने के लिये अनुदेश, शर्तें एवं आवश्यक निर्देश

1. निविदा साफ शब्दों/अंकों में भरी होनी चाहिये एवं किसी प्रकार की कांट छाट नहीं होनी चाहिये।
2. संघ में कार्यरत अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य स्वयं नजदीकी रिश्तेदार निविदा में भाग नहीं ले सकेंगे।
3. निविदा के साथ निर्धारित अमानत राशि को डी.डी./पे-आर्डर के रूप में जमा कराने पर ही निविदा मान्य होगी अन्यथा नहीं।
4. सामान की समस्त दरें टेक्स पेड है या अतिरिक्त है उल्लेख करे अन्यथा टेक्स पेड माना जावेगा।
5. सामान एफ.ओ.आर. उदयपुर डेयरी स्टोर को सप्लाई करना होगा।
6. निविदा प्रपत्र में माल की निर्धारित किस्म/कम्पनी की दरें दी जावे, अन्य किस्म/कम्पनी की माल की दरें मान्य नहीं होगी।
7. निविदादाता निविदा फार्म को ना तो किसी को बेच सकेगा एवं ना ही किसी अन्य को हस्तान्तरित कर सकेगा।
8. सामान आपूर्ति हेतु क्रयादेश भारतीय विक्रय अधिनियम (Sale of Goods Act) की निर्धारित शर्तों एवं क्रयादेश में निर्धारित शर्तों एवं उपबन्धों के अनुसार करनी होगी अन्यथा सप्लाईकर्ता की रिस्क एवं कॉस्ट पर अन्य आपूर्तिकर्ता से बाजार दर पर क्रय किया जा सकेगा जिसकी समस्त जिम्मेदारी सप्लाईकर्ता की होगी। इस कारण संघ को होने वाली समस्त क्षति अनुबन्धकर्ता की बकाया धरोहर राशि बकाया क्लेम्स अथवा कानूनी कार्यवाही से वसूल की जावेगी।
9. क्रयादेश देने पर 45 दिवस में माल सप्लाई करना होगा। निर्धारित समय से विलम्ब से सामान सप्लाई करने पर राजस्थान सरकार के वित्त एवं लेखा नियमानुसार शास्ति आरोपित की जावेगी।
10. सामान की मात्रा संभावित/अनुमानित मात्रा से अधिक/कम आवश्यकतानुसार क्रय की जा सकती है।
11. सफल निविदादाता को रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर दोनों पक्षों के बीच अनुबन्ध पत्र भरकर नोटरी पब्लिक से प्रमाणित कर अपने खर्च पर प्रस्तुत करना होगा।
12. निविदादाता अयोग्य, ब्लेक लिस्टेड, अवयस्क, डिफाल्टर व न्यायालय से दिवालिया घोशित नहीं होना चाहिए।

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13. किसी भी सामान की गुणवत्ता में कमी पाई जाने पर कटौती की जा सकेगी एवं शास्ति भी आरोपित की जा सकती है। निम्न गुणवत्ता का माल निरस्त कर दिया जावेगा जिसे सप्लायकर्ता को अपने खर्च पर वापस ले जाना होगा एवं सही गुणवत्ता का माल सप्लाय करना होगा।
14. अनुबन्धकर्ता द्वारा अनुबन्ध की शर्तों का पालन ना करने, क्रयादेश की शर्तों का उल्लंघन करने की दशा में प्रबन्ध संचालक अनुबन्ध निरस्त करने हेतु अधिकृत रहेंगे, ऐसी दशा में अनुबन्धकर्ता संघ से कोई हर्जाना क्लेम नहीं कर सकेगा। संघ प्रबन्ध संचालक इस परिस्थिति में संघ को होने वाली क्षति की पूर्ति अनुबन्धकर्ता के बकाया क्लेम्स से कर सकेंगे एवं धरोहर राशि जब्त की जाकर पार्टी को ब्लैक लिस्टेड कर दिया जावेगा।
15. किसी भी निविदा को आंशिक/पूर्णतः बिना कारण बताये अस्वीकृत करने का अधिकार प्रबन्ध संचालक के पास नीहित रहेगा।
16. किसी भी वस्तु जिसकी दर न्यूनतम है एवं संघ द्वारा उचित प्रतीत होने पर समान दर पर एक से अधिक सप्लायकर्ता द्वारा सहमति दी जाने की दशा में संघ द्वारा किसी एक को समय समय पर क्रयादेश दिया जा सकेगा, जिसके मापदण्ड पार्टी द्वारा माल समय पर उपलब्ध कराना, अच्छी गुणवत्ता, सही मात्रा एवं त्रुटि रहित आदि होंगे। समान दर की किसी भी एक पार्टी को आदेश देने पर अन्य पार्टियों को कोई आपत्ती नहीं होगी।
17. निविदा फार्म भाग-अ में योग्य पार्टी का वित्तीय भाग-ब खोला जावेगा।
18. अनुबन्ध अवधि के मध्य सरकार द्वारा कोई नया कर लगाया जाता है तथा पार्टियों को यदि अतिरिक्त कर भार होता है, तो विचार किया जाकर उचित निर्णय का अधिकार प्रबन्ध संचालक को होगा, जो सभी पार्टियों को मान्य होगा।
19. निविदादाता को निर्माता/अधिकृत विक्रेता होना चाहिये, जिसका प्रमाण पत्र संलग्न करना होगा तथा कम्पनी की वर्तमान प्राईस लिस्ट संलग्न करना अनिवार्य है।
20. कम्पनी की अधिकतम विक्रय दर पर दी गई छुट उपरान्त न्यूनतम दर, जिसके आधार पर अनुमोदित दर निर्धारित की जावेगी। यदि कम्पनी की प्राईस लिस्ट में बाद में कोई अन्तर आता है तो उसकी सूचना तुरन्त देनी होगी।
21. स्वीकृत निविदादाता को बिल के साथ कम्पनी की मूल सूची के पृष्ठ की फोटो प्रति प्रमाणित कर संलग्न करनी होगी।

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22. बिल जी.एस.टी. के नियमानुसार प्रस्तुत करने होंगे।
23. किसी भी विवाद पर अन्तिम निर्णय प्रबन्ध संचालक, उदयपुर दुग्ध संघ का मान्य होगा।
24. संघ को उपरोक्त शर्तों के अतिरिक्त कोई शर्त मान्य नहीं होगी।
25. उपरोक्त सभी शर्तें मैने पढ़ ली हैं एवं मान्य हैं। सभी पृष्ठों पर हस्ताक्षर कर दिये हैं।
26. वांछनीय समस्त पत्रादि/दस्तावेजों की फोटो प्रतियाँ कुल संख्या संलग्न हैं।
27. सभी विवादों का न्याय क्षेत्र उदयपुर ही होगा।

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GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT:

01. निविदादाता द्वारा **eproc site** से निविदा फार्म डाउनलोड कर प्रत्येक पेज पर हस्ताक्षर एवं सील कर निविदा में मांगे गये दस्तावेजों की प्रतिलिपि के साथ अमानत राशि की डी.डी., टेण्डर फॉर्म फीस की डी.डी., टेण्डर प्रोसेसिंग फीस डी.डी की छाया प्रतिलिपि उपरोक्त समस्त दस्तावेज "अ" पार्ट में संलग्न कर **eproc site पर अपलोड करना** होगा।
02. निविदा फार्म दो पार्ट में यथा-भाग "अ" एवं "ब" में होगा। पार्ट-"अ" में सक्षम पाये जाने पर ही पार्ट-"ब" खोला जायेगा। पार्ट -"ब" में सिर्फ दर देनी होगी।
03. निविदादाता निविदा के भाग-(अ) के साथ **earnest money** रू. 30,000/- (अक्षरे तीस हजार रुपये मात्र) की डी0डी0 उ.दु.उ.स.संघ लि. उदयपुर के नाम की बनाकर संघ में जमा करावे, जिसकी छायाप्रति निविदा के साथ ऑन लाईन अपलोड करनी होगी, अन्यथा निविदा अमान्य कर दी जावेगी।
04. **tender processing fees** राशि 500/- रुपये का डी0डी0 MD RISL Jaipur के नाम से व **tender fees** राशि 590/- रुपये की डी0डी0 उ.दु.उ.स.संघ लि. उदयपुर के नाम की बनाकर संघ में जमा करावे, जिसकी छायाप्रति निविदा के साथ ऑन लाईन अपलोड करनी होगी, अन्यथा निविदा अमान्य कर दी जावेगी।
05. संघ द्वारा जारी निर्देशों की अवहेलना करने पर, शर्तों का उल्लंघन करने पर आर्थिक दण्ड लगाया जा सकेगा।
06. यदि किसी फर्म द्वारा निविदा में भाग लेने हेतु प्रतिनिधी को अधिकृत किया जाता है, तो उसे प्रतिनिधी के रूप में भाग लेने हेतु फर्म के लेटर पेड पर मय हस्ताक्षर प्रमाणित किये जाने पर, मान्य होगा।
07. Udaipur Dairy, Udaipur invites tender in two bid for **SUPPLY, INSTALLATION AND COMMISSIONING work for prefabricated ice-cream cold store capacity 1200 CFT WITH ANTE ROOM FOR DAIRY PLANT UDAIPUR (RAJ.)** in this tenderer shall necessarily register themselves in e-procurement portal.
08. 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 UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD. Udaipur (Raj.) by the stipulated date & time.
09. All rates must be quoted F.O.R. Udaipur Dairy and should inclusive of all taxes and duties. In case of local supplier also no cartage/unloading charges will be paid by UDUSL as per format given in price bid.
10. 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.
11. The UDUSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.
12. 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.
13. The approved supplier shall not assign or sub-let his contract or any substantial part there-of to any other agency.
14. 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.

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15. 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.
16. 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 UDUSSL will not liable for any shortage, breakage, further deterioration of the goods supplied and UDUSSL may charges demurrages.
17. The UDUSSL 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 UDUSSL.
18. The management of UDUSSL has the right to split the tender between one / more tenderer.
19. All the tenders should furnish full technical details and drawings if required.
20. Copies of purchase orders received for similar jobs may also be enclosed in part "A"
21. The erection work will be carried out in a manner that it would not affect the working of any of the functioning of the dairy plant.
22. All necessary tools and tackles will have to be arranged by the party.
23. All safeguards will have to be taken by the party for all above jobs assigned to him.
24. Electricity and water will be provided free of cost by the Sangh if required.
25. In case of dispute, the decision of M.D. UDUSS. Would be binding and final on all concerned parties.
26. The work **should be guaranteed for one year**. The party would attend any break down/fault during guarantee period free of cost with spares.
27. 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.
28. No compensation shall be payable to the contractor for any damage caused by rains lightning, 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.
29. The security & watch ward of site contractor materials/work etc shall be at his own cost only.
30. All rates quoted by the bidders shall remain firm for the contract period/extended contractor period.
31. 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.

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EARNEST MONEY DEPOSIT:

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 **Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur.**
2. No interest shall be payable on the EMD.
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.
4. Request for adjustment of any other amount lying with UDUSL will not be considered.
5. The EMD will be forfeited if the contractor modifies / withdraws the offer during the validity period from the date of bid submission.
6. In case successful tenderer fail to deposit the balance security deposit, the deposited EMD will be forfeited.

SECURITY DEPOSIT:

1. The EMD deposited by successful tenderer will be transferred to security deposit. Whereas successful tenderer have to deposit the balance security deposit of 5% of the tentative amount. If successful tenderer fail to deposit the balance security deposit, that amount will be deducted from first bill of material supplied.
2. No interest shall be payable on security deposit.
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. In case the contractor/supplier completed the work 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 work completion at site.

AGREEMENT:

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.
2. The expenses of the agreement shall be born by contractor.
3. The period of agreement shall be for **One year** from the date of Work Order.
4. The UDUSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.

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.

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PERIOD FOR DELIVERY AND COMPLETION OF JOB :

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

DELIVERY CONDITION:

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

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.
2. If supplier fails to comply with the notice within seven days of the date of service thereof in such situation, UDUSL 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.
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 UDUSL in arranging the supplies or completing the job through alternative sources.
4. The penal action may be taken as deemed for the supply / work done for sub-standard quality, delay in delivery of material.

PAYMENT TERMS:

1. 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 equaling amount from a nationalized Bank.
2. 50% (80% in case of the supplier/contractor who has not taken advanced) on safe receipt of the equipment order at site but not later than 90 days from the date of receipt of the equipment at site.
3. 10% of FOR site value shall be paid after successful commissioning.
4. Balance 10% of the FOR at site value shall be paid upon 12 calendar months from the date of commissioning or 24 months from the date of receipt of the same at site, whichever is earlier.

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)

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TECHNICAL SPECIFICATIONS

SUPPLY, INSTALLATION & COMMISSIONING WORK FOR PREFABRICATED ICE-CREAM COLD STORE (CAPACITY 1200 CFT WITH ANTE ROOM)

The job involves the work to be executed towards the Supply, Installation & Commissioning work for prefabricated ice-cream cold store (Capacity 1200 CFT WITH ANTE ROOM), as per following technical specifications :

Application purpose : Storage of Ice Cream

1. FREEZER ROOM : DIMENSION :- (15' X 12' X 8.6'), TEMPERATURE : -25 degC

S. N.	DESCRIPTION	SPECIFICATION	QTY
1.	Wall & Ceiling Panels	0.50 mm thick SS304/PPGI sheet (inside) & 0.50 mm thick PPGI sheet (outside) with 120 mm thick PUF insulation, density 40Kg/m ³ +/- 2	As per Site requirement
2.	Floor Insulation	120 mm thick bare PUF slab with Vapour barrier	As per Site requirement
3.	Door	Insulated Swing door of thickness 125 mm. and Size 34"x78" approx clear opening, S.S. finish with viewport and kickplates on both the sides	As per Site requirement
4.	Outdoor Unit	Condensing unit with Scroll/ Hermetic/ Semi Hermetic compressor Make : Bluestar / Emerson/Carrier/Patton Capacity: 18000 BTU/h Cooling: Air cooled Refrigerant: R404a Condensing temp: 53degC Evaporation temp: (-)31degC	1 unit running with 100 % efficiency and 1 unit standby
5.	Indoor unit	Evaporator unit (SS/MS/Aluminium Body) Make : Bluestar / Luve/Carrier/Alpha Level /Patton Capacity:18000 BTU/h Cooling: Air cooled Refrigerant: R404a Evaporation temp:(-31)degC Defrost : Electric	1 unit running with 100 % efficiency and 1 unit standby
6.	Low side accessories	1. Interconnecting pipes shall be of hard drawn copper pipe of suitable size as per ASTM B280 Standards. 2. Both Suction and liquid line to be insulated with 32 mm and 19mm thickness nitrile rubber insulation respectively. 3. Electrical cables : RR/Polycab	As per Site requirement
7.	Temperature Controller	Digital Controller	2 Unit

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2. ANTE ROOM : DIMENSION :- (15' X 5'X 8.6'), TEMPERATURE : +2 degC

S.N.	DESCRIPTION	SPECIFICATION	QTY
1.	Wall & Ceiling Panels	0.50 mm thick SS304/PPGI sheet (inside) & 0.50 mm thick PPGI sheet (outside) with 60 mm thick PUF insulation, density 40Kg/m ³ +/- 2	As per Site requirement
2.	Floor Insulation	60 mm thick bare PUF slab with Vapour barrier	As per Site requirement
3.	Door	Insulated Swing door of thickness 60mm. and Size 34"x78" approx clear opening, S.S. finish with viewport and kickplates on both the sides	As per Site requirement
4.	Temperature Controller	Digital Controller	1 unit

- Light : Vapor proof bulk head LED Lights to provide proper lighting in each & every corner of the cold room (minimum 2 lights in freezer room and 6 lights in Anteroom as per requirement)
- Pressure Relief Port : Pressure relief port to balance the air pressure within the room to reduce damage of panel due to vacuum.
- Kick Plate : SS Checkered Plate on both side of door bottom to reduce damage (thickness 3mm)
- Safety Release Knob : Safety release knob placed at the inner side of the door for safety precautions.
- PVC Strips : One set of PVC strips to be provided at each door
- Air Curtain : One Air Curtains (one at door of Freezer Room)
- Glass View port : One no. glass view port, size 12" x 12" at each door
- Alarm & Safety precautions : All safety equipments & Alarm system to be provided as per requirement.

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Special terms and conditions:

1. The supplier shall be required to ensure that no damage occurs to any of the structure/ building of the Plant. If any existing structure is required to be removed for the job, the contractor has to make it good and restore to its existing state at his own 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.
2. Successful tenderer is advised to visit the site for necessary measurement and shall submit the design drawing & technical specifications to Incharge (Project) for necessary approval.
3. 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.
4. UDUSS Ltd will provide the required power supply upto the electrical panel/electrical distribution board only. All other electrical control wiring shall be provided and completed by the supplier.
5. Electrical Cables alongwith cable tray, supporting accessories required for electrical connection of all cold store units to control panel shall be provided by the tenderer.
6. Civil work shall be in the scope of UDUSS Ltd and fixing of Kota Stone shall be in scope of UDUSS Ltd.
7. Foundation work (mechanical) for outdoor units and electrical panel etc shall be in the scope of tenderer.
8. Transportation, loading, unloading & shifting of material shall be in the scope of tenderer.
If any hydra crane or lifting machine required during the installation work, same shall be arranged by the contractor at his own cost.
9. The Equipment shall be guaranteed for a period of one year from the date of commissioning against any manufacturing defects or bad workmanship.
10. One set of operation and maintenance manual, all drawing shall be supplied along with the equipments.
11. All mentioned standards must be followed. Any breach in quality of materials or failure of provisions will lead to termination of contract.
12. The bidder shall submit the compliance report against our technical specification and bidder shall also mention if any deviations to be carried out and reason thereof.
13. Please quote your technical specification along with equipment detail separately by mentioning additional requirement.
14. Minor materials/equipments required for successful completion of the work has to be arranged by bidder at no extra cost.
15. Work should be executed as per the directions of Incharge (Project).
16. The contractor shall submit all type of material testing certificates related to the said job at the time of material supply.

भाग 'ब'
वित्तीय निविदा

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परिशिष्ट -7

PART "B" (Financial)

SUPPLY, INSTALLATION AND COMMISSIONING WORK FOR PREFABRICATED ICE-CREAM COLD STORE CAPACITY 1200 CFT WITH ANTE ROOM FOR DAIRY PLANT UDAIPUR (RAJ.)

my offer / rates is as under:-

Name of Firm

.....

S. No.	Particulars	Rate (Rs.) inclusive all taxes FOR at Udaipur Dairy Palnt
1.	SUPPLY, INSTALLATION AND COMMISSIONING WORK FOR PREFABRICATED ICE-CREAM COLD STORE Capacity 1200 CFT WITH ANTE ROOM FOR DAIRY PLANT UDAIPUR (RAJ.)	

Note : Rates are required to be filled in the BOQ in .xls format provided at EPROC site only.