Requirement of

Passenger Elevators (Lift) at RCDF,

Saras Sankul, Jaipur.

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
“SARAS SANKUL”, J.L.N. MARG, JAIPUR – 302 017.
Phone No. 0141-2702501-508 : Telefax 0141-2702135 : Website : sarasmilkfed.rajasthan.gov.in
E-mail : dpm-rcdf@rajasthan.gov.in, proj-rcdf-rj@gov.in
NOTICE INVITING TENDERS

E-Tenders are invited for Supply, Erection & Commissioning of “Passenger Elevators at Saras Sankul, Jaipur”, “IBR Pipe lines and allied equipment at CFP Pali”, “Pump & Pipe Line Work at CFP, Pali”, “Air Conditioners at Saras Sankul, Jaipur” and “Street Light Work at CFP, Pali”. The estimated cost of above works are Rs. (in lacs) 34.00, 14.00, 5.00, 6.29 & 10.00 respectively. Details can be obtained from our website: www.sarasmilkfed.rajasthan.gov.in & http://eproc.rajasthan.gov.in, www.sppp.rajasthan.gov.in i.e. spp portal.

Copy to:-
1. General Manager (P & A), RCDF, Jaipur – please arrange to get the above NIT published in daily newspapers as per norms.
2. Manager (Systems), RCDF, Jaipur – Please arrange to get the above NIT uploaded on the RCDF website also with the enclosed detailed NIT and tender forms and also arrange to published the same with individual tender ID on e-procurement website.
3. Dy. Manager (Systems), RCDF, Jaipur Nodal officer, State Public Procurement Portal – Please also arrange to get the above NIT/Tenders uploaded on the State Public Procurement Portal.

General Manager (DPM & Proj.)
Details of work – No. 01- Supply, Erection & Commissioning of Passenger Elevators at Saras Sankul, Jaipur.

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<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Estimated cost of construction work - Rs. 34.00 Lac</td>
</tr>
<tr>
<td>2</td>
<td>Earnest money (By D.D. only in favour of RCDF Ltd; Jaipur) - Rs. 68,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Tender Fees (By D.D. only in favour of RCDF Ltd; Jaipur) - Rs. 1000/-</td>
</tr>
<tr>
<td>4</td>
<td>Tender Processing Fees (By D.D. only in favour of MD, RISL payable at Jaipur) - Rs. 1000/-</td>
</tr>
<tr>
<td>5</td>
<td>Date &amp; time of submission of tender - 20.04.2017 (up to 5.00 PM)</td>
</tr>
<tr>
<td>6</td>
<td>Date &amp; Time of opening of Technical / Financial bid - 21.04.2017 (11.00 AM)</td>
</tr>
<tr>
<td>7</td>
<td>Completion period of work - 04 months</td>
</tr>
<tr>
<td>8</td>
<td>Validity of quoted rate in tender - 120 days</td>
</tr>
</tbody>
</table>

Details of work – No. 02- Supply, Erection & Commissioning of IBR Pipe lines and allied equipment at CFP Pali.

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<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Estimated cost of construction work - Rs. 14.00 Lac</td>
</tr>
<tr>
<td>2</td>
<td>Earnest money (By D.D. only in favour of RCDF Ltd; Jaipur) - Rs. 28,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Tender Fees (By D.D. only in favour of RCDF Ltd; Jaipur) - Rs. 1000/-</td>
</tr>
<tr>
<td>4</td>
<td>Tender Processing Fees (By D.D. only in favour of MD, RISL payable at Jaipur) - Rs. 500/-</td>
</tr>
<tr>
<td>5</td>
<td>Date &amp; time of submission of tender - 20.04.2017 (up to 5.00 PM)</td>
</tr>
<tr>
<td>6</td>
<td>Date &amp; Time of opening of Technical / Financial bid - 21.04.2017 (11.00 AM)</td>
</tr>
<tr>
<td>7</td>
<td>Completion period of work - 02 months</td>
</tr>
<tr>
<td>8</td>
<td>Validity of quoted rate in tender - 120 days</td>
</tr>
</tbody>
</table>

Details of work – No. 03- Supply, Erection & Commissioning of Pump & Pipe Line Work at CFP, Pali.

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</thead>
<tbody>
<tr>
<td>1</td>
<td>Estimated cost of construction work - Rs. 05.00 Lac</td>
</tr>
<tr>
<td>2</td>
<td>Earnest money (By D.D. only in favour of RCDF Ltd; Jaipur) - Rs. 10,000/-</td>
</tr>
<tr>
<td>3</td>
<td>Tender Fees (By D.D. only in favour of RCDF Ltd; Jaipur) - Rs. 1000/-</td>
</tr>
<tr>
<td>4</td>
<td>Tender Processing Fees (By D.D. only in favour of MD, RISL payable at Jaipur) - Rs. 500/-</td>
</tr>
<tr>
<td>5</td>
<td>Date &amp; time of submission of tender - 20.04.2017 (up to 5.00 PM)</td>
</tr>
<tr>
<td>6</td>
<td>Date &amp; Time of opening of technical / Financial bid - 21.04.2017 (11.00 AM)</td>
</tr>
<tr>
<td>7</td>
<td>Completion period of work - 02 months</td>
</tr>
<tr>
<td>8</td>
<td>Validity of quoted rate in tender - 90 days</td>
</tr>
</tbody>
</table>

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF) Jaipur
## Details of work – No. 04- Supply, Erection & Commissioning of Air Conditioners at Saras Sankul, Jaipur.

<table>
<thead>
<tr>
<th>Tender ID:</th>
<th>2017_RCDF_59313_1</th>
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</thead>
<tbody>
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<tr>
<td>2</td>
<td>Earnest money (By D.D. only in favour of RCDF Ltd; Jaipur)</td>
</tr>
<tr>
<td>3</td>
<td>Tender Fees (By D.D. only in favour of RCDF Ltd; Jaipur)</td>
</tr>
<tr>
<td>4</td>
<td>Tender Processing Fees (By D.D. only in favour of MD, RISL payable at Jaipur)</td>
</tr>
<tr>
<td>5</td>
<td>Date &amp; time of submission of tender</td>
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<tr>
<td>6</td>
<td>Date &amp; Time of opening of technical / Financial bid</td>
</tr>
<tr>
<td>7</td>
<td>Completion period of work</td>
</tr>
<tr>
<td>8</td>
<td>Validity of quoted rate in tender</td>
</tr>
</tbody>
</table>

## Details of work – No. 05 - Supply, Erection & Commissioning of Street Light Work at CFP, Pali.

<table>
<thead>
<tr>
<th>Tender ID:</th>
<th>2017_RCDF_59325_1</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Estimated cost of construction work</td>
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<tr>
<td>2</td>
<td>Earnest money (By D.D. only in favour of RCDF Ltd; Jaipur)</td>
</tr>
<tr>
<td>3</td>
<td>Tender Fees (By D.D. only in favour of RCDF Ltd; Jaipur)</td>
</tr>
<tr>
<td>4</td>
<td>Tender Processing Fees (By D.D. only in favour of MD, RISL payable at Jaipur)</td>
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<tr>
<td>5</td>
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</tr>
<tr>
<td>6</td>
<td>Date &amp; Time of opening of technical / Financial bid</td>
</tr>
<tr>
<td>7</td>
<td>Completion period of work</td>
</tr>
<tr>
<td>8</td>
<td>Validity of quoted rate in tender</td>
</tr>
</tbody>
</table>

Requisite tender fee as well as EMD in the form of DD/Pay Order favouring RCDF Ltd., Jaipur and tender processing fees in the form of DD/Pay Order favouring Managing Director, RISL must accompany the hard copy of tender documents failing which the tenders shall not be considered. Tender fees, EMD along with processing fees should be deposited in physical form up to 21.04.2017 (10:30 AM). M.D., RCDF reserves the right to accept or reject any or all tenders in part or full without assigning any reason thereof.

General Manager (DPM & Proj.)

1. **Manager (Systems), RCDF, Jaipur** – Please arrange to get the above NIT uploaded on the RCDF website also with the enclosed detailed NIT and tender forms and also arrange to publish the same with individual tender ID on e-procurement website.

2. **Dy. Manager (Systems), RCDF, Jaipur** Nodal officer, State Public Procurement Portal – Please also arrange to get the above NIT/Tenders uploaded on the State Public Procurement.

General Manager (DPM & Proj.)

(Signed & sealed by the tenderer (RCDF) in token of acceptance of above) Jaipur
Important Information

Subject: e-Procurement/tendering system at RCDF

Government of Rajasthan has decided to implement e-procurement system for their departments and PSU to enhance efficiency & transparency in public procurement from April 2012, in which all purchases/ works/ services etc. of value ` 50.00 Lacs or above will be processed electronically through State e-procurement portal i.e. www.eproc.rajasthan.gov.in.

Accordingly at RCDF, the existing process of manually submitting bids will be discontinued. Information regarding tenders will be posted on the above mentioned website & bids will also be accepted via the website. A registered user with a valid Digital Signature Certificate (DSC) will be able to access the website, view & download tender details, fill in tender bids & upload (send) to the website. At the scheduled time of tender opening, details of all bids can be viewed by the bidders.

Requirement for participating: Internet access (details available on the home page of website www.eproc.rajasthan.gov.in), DSC & registration on the website.

Bidders will need to get a class III digital certificate with encryption – decryption facility through controller of certifying authorities (CCA) approved certifying agencies. Information regarding DSC is available at the home page under ‘Information regarding DSC’. A bidder should enroll on the e-procurement website & register the DSC. Please arrange to fulfill the necessary requirements of e-procurement, since only the authorized bidders can participate in the tender.

A additional fee (Rs.1000/- per tender/bidder for tender value > 50.00 lacs) is payable to RajCOMP info services Ltd.(RISL) for participating in e-procurement.

Help manual for bidder is available on the home page of the website under ‘Help for contractors’. You can also call on 0141-4022688 & 1800-233-7315 for any assistance regarding e-procurement during office hours.

Bidders training will be provided free of cost by RISL.

You may contact concerning department for further clarification(s).

General Manager (P & A)
Dainik Bhadnav

22 March 2017

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
SARAS SANKUL, J.L.N. WADI, JAIPUR-302011 Phone No: 0141-2762500-566 Telefax: 0141-2762130
Website: sarasfedrajasthan.gov.in E-mail: saras.coop@dtf.gov.in, dcfdf@rajasthan.gov.in
No. RCD/TDM & Proj/AC-202/2016-17/27367/4
Dated: 16/03/2017

NOTICE INVITING TENDERS

Tenders are invited for Supply, Erection, Commissioning of “Passenger Elevators at Saras Sankul, Jaipur”, “EPR Pipe Lines and allied equipment at CPF Pal”, “Pump & Pipe Line Work at CPF, Pal”, “Air-Conditioners at Saras Sankul, Jaipur” and “Street Light Work at CPF, Pal”. The estimated cost of above works are Rs. (in lacs) 14.00, 14.00, 5.00, 6.25 & 10.00 respectively. Details can be obtained from our website www.sarasfedrajasthan.gov.in & http://eproc.rajasthan.gov.in.

Raj.Sanmdw/121/5324

General Manager (DPM & Proj.)

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF) Jaipur
Jalte Deep
22.03.2017

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
SARAS SANKUL, J.L.N. MARKET, JAIPUR - 302028 Phone No. 0141-2792502-506 Fax No. 0141-2792125
Website : sarassankul.gpndv.org Email: dpo@rajasthandfd.com, pmd@rajasthandfd.com
No. RCDF/OPM & Proj/C-478/28/12/15/2017-9 Dated: 16/03/2017

NOTICE INVITING TENDERS

E-Tenders are invited for Supply, Erection, Commissioning of "Passenger Elevators at Saras Sankul, Jaipur", "IBR Pipe lines and allied equipment at CFP Fall", "Pump & Pipe Line Work at CFP, Pall", "Air Conditioners at Saras Sankul, Jaipur" and "Street Light Work at CFP, Pall". The estimated cost of above works are Rs. (Inlacs) 34.00, 14.00, 5.00, 6.29 & 10.00 respectively. Details can be obtained from our website www.sarassankul.gpndv.org & http://spopc.rajasthan.gov.in.

Rajasthan Co-operative Dairy Federation Limited

(Signed & sealed by the tenderer in token of acceptance of above)
RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
“SARAS SANKUL”, J.L.N. MARG, JAIPUR – 302 017.
Ph. No.0141-2702501/2710209 : Fax 2710209/2702537 : Website : www.sarasmilkfed.rajasthan.gov.in
: E-mail : rcdn_purchase@yahoo.com

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<th>PAGE NO.</th>
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<td>ANNEXURE – X Detailed technical specification of items Technical Specification for replacement of Car Cabins.</td>
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</tbody>
</table>

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF)
Jaipur
A check list of documents required to be submitted

(Each Tenderer is required to upload the required documents failing which the tender will become liable for no further consideration/evaluation)

<table>
<thead>
<tr>
<th>Sr. no.</th>
<th>Particulars</th>
<th>Cover</th>
<th>Yes/No</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Copies of documents defining the constitution of tendering firm along with duly attested power of attorney for participating in tender on behalf of the firm.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Whether manufacturer if yes please attach scanned copy of manufacturing licence. If no, manufacturer’s authorization form be uploaded as per Section I.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Submit experience of past performance in works of similar nature within the past three years as per Schedule I of Section II. (Attach copies of Purchase Orders &amp; performance certificates).</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Submit details of current works in hand and other contractual commitments, if any, as per Schedule II of Section II. (Attach copies of Purchase Orders).</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Submit Technical Deviation statement form as per Section III. (Where there is no deviation, the statement should be uploaded duly signed with an endorsement indicating “No Deviations”).</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Enclose P&amp;L statement and balance sheet for last three years. (Summary only)</td>
<td>Cover-A</td>
<td></td>
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<tr>
<td>7.</td>
<td>Enclose information regarding current litigation if any.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Furnish copies of documents showing that the bidder completed twenty or above installation of similar and higher capacity during the last three years.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Submit copy of IT returns submitted for the previous three years.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Submit copy of PAN Card</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Submit copies of Sales Tax Returns submitted for the previous three year.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Submit copy of Registration certificate of VAT</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Submit acceptance of tender document and specifications in the enclosed format. Do not up-load tender document.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Scanned copy of Demand Draft of Rs. 1,000/-, for each item separately, in favour of MD, RCDF payable at Jaipur, towards the tender fee.</td>
<td>Cover-A</td>
<td></td>
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</tr>
<tr>
<td>15.</td>
<td>Scanned copy of Demand Draft towards the prescribed EMD in favour of MD, RCDF, payable at Jaipur.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Scanned copy of Demand Draft of Rs. 1000/- towards the Tender Processing Fee in favour of MD, RISL Payable at Jaipur</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Please furnish your complete Correspondence address along with all details viz. Telephone Numbers, Fax Numbers, E-mail ID and the name &amp; designation of the contact person(s) &amp; his/their mobile numbers. The information may be submitted on the firm’s letter head.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Submit a list of recommended spare parts along with their individual prices valid for one year, as per clause 3.2, in PDF format in part two of the bid.</td>
<td>Cover-A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Rates quotation in prescribed .XLS file only.</td>
<td>Cover-B</td>
<td></td>
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</tbody>
</table>

Note: Please submit the documents as per check list S. No. and also mention the S. No. on respective documents.

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF) Jaipur
Eligibility & Qualifications Criterion

1. The bidder shall furnish, as Part-I of its bid, documents establishing the bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the format attached to the bid document.

2. The documentary evidence of the bidder’s qualification to perform the contract if its bid is accepted shall establish to the purchaser’s satisfaction:

   (a) that in the case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce the bidder has been duly authorised by the goods manufacturer or producer to supply the goods. The bid shall include Manufacturers Authorisation Form given under Section-I. Annexure-II. Offers from other agents, brokers & middlemen shall not be accepted.

   (b) that the bidder has the financial, technical and production capability necessary to perform the contract. To this end, all bids submitted shall include the following information under Section – II:

      (i) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.

      (ii) Power of Attorney or a true copy thereof duly attested by a Gazetted Officer in case an authorised representative has signed the bid.

      (iii) Details of experience and past performance of the bidder (or each party to a joint venture) on works of similar nature within the past five years, and details of current works in hand and other contractual commitments shall be submitted as per Schedule-I Annexure-III and Schedule-II Annexure-IV given in Section-II respectively of this bidding document.

      (iv) Reports on financial standing of the bidder such as profit and loss statements, balance sheets and Auditors report of the past three years, bankers certificates etc.

      (v) Information regarding any current litigation, past debarment / blacklisting in which the bidder is involved is required to be furnished.
3. For the purpose of establishing the bidders ability to execute this particular contract, bidders shall submit the following documents:

(a) The bidder should be in business of the jobs tendered for a minimum period of three years at the time of bid opening in the same name and style.
(b) The bidder’s annual financial turnover in the same name and style during any one of the last three years shall not be less than the estimated value of the contract quoted value.
(c) The bidder in the same name and style shall have completed the three projects of similar nature or above.
(d) The bidder shall furnish a copy of the Income Tax Returns and the Income Tax Clearance Certificates for the previous three years in original certified true copies.
(e) Solvency certificate equal to 3 months requirements of cash flow at the peak execution period for the project.

4. Bid submitted by a joint venture of two or more firms as partners shall comply with the following requirements:

(a) the bid and in case of a successful bid, the form of agreement shall be signed so as to be legally binding on all the partners; This partnershhip or association or alliance or JV should have completed in the same form 3 or more successful projects.
(b) one of the partners shall be nominated as being incharge and this authorisation shall be evidenced by submitted a power of attorney signed by legally authorised signatories of all the partners;
(c) the partner incharge shall be authorised to incur liabilities and received instructions for an on behalf of any and all the partners of the joint venture and the entire execution of the contract including payment shall be done exclusively with the partner incharge;
(d) all the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorisation mentioned (b) above as well as in the form of bid and the form of agreement (in case of the successful bid) and
(e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid;
(f) experience, resources, men and machinery of each party to the joint venture will be taken into account only to the extent of their participation for performing tasks under the joint venture agreement.
(g) A newly formed JV or parternership or alliance of any sort will not be eligible for this project unless they have executed successfully, at least three similar installations.

5. Documents Establishing Goods – Eligibility and Conformity to Bidding Documents

(Signed & sealed by the tenderer in token of acceptance of above)
5.1 The bidder shall furnish as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

5.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the price schedule on the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

5.3 The bidder should clearly confirm that all the facilities exist for inspection and shall be made available to the inspecting authority.

5.4 The bidder shall note that standards for workmanship, material and equipment, and references to brand names of catalogue numbers designated by the purchaser in its technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser’s satisfaction that the substitutions are substantially equivalent or superior to those designated in the technical specifications.

5.5 The bidder shall furnish Photocopy of PAN card.

5.6 The bidder shall furnish Photocopy of VAT registration.

(Signed & sealed by the tenderer in token of acceptance of above)  
Jaipur
GENERAL TERMS AND CONDITIONS

1.0.  PREFACE

Note:- This tender is an e-tender. Consequently offline submission of tender documents other than Demand Drafts is not allowed. 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 of General Manager (Purchase) , Rajasthan Co-operative Dairy Federation Ltd. “SARAS SANKUL” Jawahar Lal Nehru Marg, Jaipur-302017 before the tender opening date & time.

1.1 The Rajasthan Co-operative Dairy Federation Ltd. invites competitive bids from the bonafide manufacturers, associates of such manufactures and their accredited representatives for the following in adherence to the detailed specifications stipulated in the Schedule of this tender.

1.2 The Managing Director, Rajasthan Co-operative Dairy Federation reserves the right to reject any or all the tenders in full or part thereof, which in his opinion justifies such action without further explanation to the tenderers.

2.0  TENDERING PROCEDURE

IMPORTANT NOTES

1.  ALONG WITH THE SAME ALL IN THE DESIRED FORMAT DOCUMENTS THAT ARE REQUIRED TO BE SUBMITTED AS PER ELIGIBILITY & QUALIFICATION CRITERION SHOULD ALSO BE SELF ATTESTED ALONG WITH SEAL OF TENDERER & SHOULD BE SCANNED AND UPLOADED / SUBMITTED IN THE FIRST COVER OF THE TENDER.

2.  ON THE BASIS OF THE ABOVE DOCUMENTS THE TENDER SHALL BE TECHNICALLY EXAMINED & ONLY IF FOUND TO BE QUALIFIED TECHNICALLY THEN THE FINANCIAL BIDS OF THE TECHNICALLY QUALIFIED TENDERS WOULD BE OPENED.

3.  THE FINANCIAL BIDS ARE REQUIRED TO BE SUBMITTED ONLY IN THE PREESCRIBED PERFORMA IN THE XLS SHEET PROVIDED FOR THE SAME.

4.  ALL THINGS REMAINING SAME, THE MANUFACTURER OF EQUIPMENT WOULD BE GIVEN PREFERENCE OVER THE SUPPLIER.

5.  DUE FAVOURABLE CONSIDERATION AND PREFERENCE WOULD BE GIVEN TO A MANUFACTURER WHO HAS MANUFACTURED AND SupPLIED EQUIPMENT OF CAPACITY TENDERED OR OF HIGHER CAPACITY PREFERABLY TO A DAIRY COOPERATIVE OF REPUTE OPERATING MODERN

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COMPOSITE MILK PLANT AND SUCH EQUIPMENT SHOULD HAVE SATISFACTORILY PERFORMED. FOR CRITICAL EQUIPMENTS LIKE MILK PASTEURIZERS, CREAM SEPERATOR, BUTTER CHURN, HOMOGENISER MILK SILOS OF 40KL AND ABOVE CAPACITY ETC. AND AS MAY BE DECIDED BY RCDF, FIRMS WHICH HAVE BEEN SUPPLYING SUCH EQUIPMENTS FOR LAST FIVE YEARS AND WHOSE EQUIPMENTS HAVE SATISFACTORILY PERFORMED OVER THE AFORESAID PERIODS WILL BE CONSIDERED FOR EVALUATION AND PLACEMENT OF ORDER.

6. EACH ITEM TENDERED IS A SEPARATE TENDER AND SHOULD BE QUOTED ACCORDINGLY.

2.1 **The(168,811),(235,844)tender form is not required to be submitted at the time of e-bidding. In lieu of the same a acceptance letter accepting the tender in its entirety in the prescribed format enclosed at Annexure-I is required to be submitted on the Company letter head. In addition self attested photocopies of all the documents required for fulfilling the eligibility & qualifications criterion are also required to be scanned and submitted with the e-bid**

2.2 No telegraphic/telephonic/telex/Fax tenders shall be considered. Further the tenderer may please note that the successful tenderer would be required to submit a duly sealed & signed hard copy of the tender form along with the security deposit, agreement etc. upon award of rate contract

2.3 **LEGAL COMPETENCY OF SIGNING THE TENDER**

Individual signing the tender or other documents connected with this tender must specify whether he signs as :

a) “Sole Proprietor” of the firm or 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 power of attorney.

c) Constituted attorney of the firm, if it is a Company.

**NOTE:**

1) In case of (b) above, a copy of the partnership deed or general power of attorney duly attested by a notary public should be furnished or any affidavit on stamp paper of all the partners admitting execution of the partnership deed or the general power of attorney should be furnished.

2) In case of partnership firms, where no authority to refer disputes concerning to the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

3) A person, signing the tender form or any documents constituting an integral part of the contract, on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing has no authority to do so, the buyer

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may without prejudice to other civil remedies, terminate the contract and hold the signatory liable for all costs and damages.

2.4 EARNEST MONEY DEPOSIT
2.4.1 (a) Earnest money as mentioned in the NIT, must accompany the tender. The earnest money shall be required to be paid by a crossed demand draft in favour of Managing Director, Rajasthan Co-operative Dairy Federation Ltd., drawn on any scheduled or nationalized bank in India, payable at Jaipur. The tenders accompanied by cheques instead of demand draft towards earnest money will not be considered. Earnest money shall have to be paid according to the items offered by tenderer covering the total quantity required for all the projects.

2.4.1 (b) In addition tender processing fees of Rs. 1000/- payable by demand draft in favour of Managing Director, RISL (payable at Jaipur and non-refundable) and tender fees Rs.1000/- for each item separately, payable by demand draft in favour of RCDF Ltd., Jaipur (payable at Jaipur and non-refundable) are also required to be submitted along with the tender failing which the tender will be summarily rejected.

2.4.2 Any tender whose tender fee, tender processing fee & EMD as stated above does not reach this office before the tender opening date & time is liable to be summarily rejected. Earnest money of unsuccessful tenderer will be returned within 120 clear / working days from the date of opening of the tender.

2.4.3 No interest shall be paid for the earnest money deposit for the period during which it (the earnest money) lies in deposit with the Rajasthan Co-operative Dairy Federation Ltd.

2.5 The tenderers should state herein the complete address to which the orders, notices and further correspondence pertaining to the tender and agreements are to be sent. Any correspondence made by the RCDF/milk union at the address given herein shall be deemed to have been delivered to the party notwithstanding that such correspondence may not in fact have been delivered. Any change in the address thereafter must be notified to the Managing Director, Rajasthan Co-operative Dairy Federation Ltd., Jaipur and the concerned milk unions and a copy in confirmation of RCDF/milk union having recorded change in address be obtained in writing from RCDF/milk union. In absence of such confirmation the correspondence made on the address given herein shall be valid once the confirmation is issued by RCDF/milk union subsequent correspondence shall be sent to the new notified address.

Address_______________________ Telegraphic Address_______________________

Phone No./_______________________ Mobile no._______________________

Fax No._______________________ E-mail _________________________

Name of contact Person: ________________________.

2.6 The tenders received shall be opened on the date and time given in the N.I.T. at the Office of the Managing Director, Rajasthan Co-operative Dairy Federation Ltd., Jaipur. The tenderers or their accredited agents will be allowed to be present at the time of opening of the tender.

2.7 Negligence on the part of tenderer in preparing the tender confers no right to withdraw the tender after it has been opened.

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2.8 The specifications, conditions, schedules drawing of the tender constitute an integral part of the tender.

2.9 All tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations totalling, or other discrepancies or which contain overwriting in figures or words or corrections not initialed and dated will be rejected.

2.10 In the place of substantial non-conformity with the specifications or if it contains any inadmissible reservations seen or otherwise, in contravention to the spirit and letter of the tender documents, such tenders shall be summarily rejected.

2.11 The tenderer whose tender is accepted (hereinafter called the supplier/contractor) will be required to furnish security for the due fulfilment of his contract in the form of a bank Demand Draft of 5% of the contracted value (F.O.R. site). This bank Demand Draft of Nationalised / Scheduled Bank drawn in favour of Managing Director, RCDF, Jaipur is to be submitted within a period of 10 to 15 days from the date of placement of Purchase Order. The EMD amount shall be adjusted in the aforesaid security.

The security will be refunded if otherwise found to be qualifying for refund within six months from the date of expiry of contract. No interest will be paid by the RCDF on such security amount. In case of breach of any terms and conditions of the contract or on unsatisfactory performance of the contract the RCDF shall have an absolute right of being compensated through liquidated damages or penalties and the amount of security deposit shall also, in such an event, be liable to forfeiture in full or part for being appropriate towards aforesaid liquidated damages and the decision of MD RCDF shall be final in this regard. If the tenderer fails to deposit the security or to execute the agreement within the period specified, such a failure will be treated as a breach of the terms and conditions of the tender and shall result in the forfeiture of the Earnest Money besides any other action for the default. The expenses of completing & stamping the agreement shall be paid by the tenderer who shall furnish to the RCDF one executed stamped counter part of the agreement free of charge.

In case the contractor/supplier completes its contractual obligations, except for performance of equipment for which 10% amount is deducted/retained while processing payments against supply and/or erection, the security deposit can be refunded at such point of time as may be decided by the Purchase Section at its sole discretion.

All compensation or other sums of money payable by the contractor to Rajasthan Co-operative Dairy Federation Ltd. under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Rajasthan Co-operative Dairy Federation Ltd. on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deduction or sale as aforesaid, the contractor shall within

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(RCDF)

in token of acceptance of above)

Jaipur
ten days thereafter make good in cash endorsed as aforesaid any sum or sums which may have been deducted from or raised by sale of his security deposit or any part thereof.

2.12 No refund of tender fee is claimable for tenders not accepted or Forms returned or tenders not submitted.

2.13 **SPECIAL NOTES TO TENDERER**

2.14 **PRE BID CONFERENCE :**
Pre bid conference dates for the equipments are given in the NIT. The tenderers can seek any clarifications in the Pre-bid conference on the tenders they intend to participate in, and so the tenderers are advised to depute their authorised representative to attend the same, without fail.

2.15 After scrutiny of the technical bids, the clarifications, if any, will be obtained from the bidders during the technical discussions. The tenderers are advised to depute their authorised representative for the technical discussions on the date and time as informed by the RCDF. **The bids of the tenderers, who fail to depute their representative as above shall be liable for rejection.** In case it is necessary to obtain revised prices from the bidders the same shall be done by asking all the concerned bidders to submit the revised price bids in sealed covers, and the earlier price bids will become invalid. In case all the tenderers submit the price bids on the same day after freezing of technical requirements the bids shall be opened on the same day. In case one or more of the eligible tenderers, consequent to technical discussions and technical details frozen, desire to revise their price bid, they can do so on the same day or at the most the next working day of the technical discussions and the bids in such event shall be opened on the next day in the presence of such representative of the tenderers who wish to be present. Normally one representative of participating bidder will be allowed.

3.0 **SCOPE OF TENDER.**

3.1 **Supply :**
The suppliers shall supply the material/articles in accordance with specifications stipulated for the article in the tender at ANNEXURE –X.

3.1.1 **Erection, Testing & Commissioning:**
The tenders shall erect/install the equipment in accordance with the terms and conditions/specifications stipulated in Schedules of the tender.

3.2 **Spare Parts :**
The tenders shall submit a recommended list of spare parts alongwith the price valid for one year for each items of the equipment which would be reasonable to anticipate as necessary, to enable the equipment to be operated and maintained in a satisfactory manner for a period of 24 calendar month from the date of commissioning.

3.2.1 The cost of spare parts will not be considered in evaluating the tenders.

3.2.2 The prices thus quoted for the spares should be valid for 12 calendar months from the date of opening of the tender.

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4.0 Price:

4.0.1 The price should be quoted on the basis of F.O.R. site inclusive all. However, Packing & Forwarding charges, Excise Duty, Sales Tax, Transportation, Insurance, Installation charges, if any may also be explicitly depicted separately. In case this is not followed by the tenderers the Federation will be at liberty to reject the tender or add to the quoted value such amount as it may deem fit to cover packing, forwarding, transit insurance freight etc. as the case may be for evaluation purposes. In the event of acceptance of tender F.O.R. site price payable to the supplier will be the one chosen by Federation for evaluation purposes. The tenderers are therefore advised in their own interest to indicate F.O.R. site price in the tender form given at Annexure-I. The prevailing rates of Sales Tax, general or special duty and other such levies must also be mentioned. The price comparison of bids will be on the basis of landed prices i.e. FOR site price plus Sales Tax, Excise etc. except Octroi.

4.0.2 While quoting, the tenderer are requested to show the following items separately:

1. The cost of equipment including packing, forwarding charges up to forwarding station.
2. The freight by road from their warehouse/works to the point of destination/site.
3. Charges to cover all transit risk as detailed under the Clause No.6 of the tender.

4.0.3 The prices thus quoted by firm, free from all escalations and valid for a period of 120 clear / working days from the closing date of the tender.

4.0.4 Discount:
Quantities required of various item are indicated against each head in the list given under NIT of the tender. The prices should be quoted on unit/item basis. The tenderer should also indicate discount quantity on discount offered, if any.

4.0.5 All the tenderers should quote for supply of equipment in fully fabricated and assembled condition.

4.0.6 Sales Tax/ Entry Tax:
The Sales Tax, Entry Tax, Surcharge and any other type of taxes prevailing up to date of submission of the rates must be included in the net rate. This however should be shown separately, so that in the event of any subsequent change in these charges by the Government (State or Central), the same will be considered for increase/decrease over the net rates. Wherever possible C/D forms shall be issued to avail concessional rates of the Central/State Tax. The Entry Tax, if applicable, should be included where the supplier belongs to outside Rajasthan and Purchase Order/RAL placed on outside

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Rajasthan. The tenderer must also indicate the details of Sales Tax Registration and the number allotted to them by Sales Tax authorities.

4.0.7 **Octroi:**
Octroi duty, if applicable at the destination shall be paid extra on all dispatches made from the suppliers works/warehouses to the point of destination.

4.0.8 **Excise Duty:**
Excise duty or surcharge prevailing up to the date of submission of the rates must be included in the net rate. This however, should be shown separately, so that in the event of any subsequent change in these charges by the Government (State or Central), the same will be considered for increase/decrease over the net rates. However, the increased excise duty due to change in slab on higher turnover shall be payable by the tenderer.

4.0.9 **Service Tax:**
The Service Tax and Surcharge prevailing up to date of submission of the rates must be included in the net rate. This however should be shown separately, so that in the event of any subsequent change in these charges by the Government (State or Central), the same will be considered for increase/decrease over the net rates.

4.0.10 **Unloading charges at site** – For supply order the price should exclude unloading charges. However for installation contract the price must include these charges.

4.0.11 If the price for reasons of change in statutory taxes and duties by Government taking place during the period of bid finalisation or during the normal delivery period envisaged in the Purchase Order/Contract.

5. (a) The material/equipment/machinery offered must be securely packed at the cost of the suppliers to withstand tough handling enroute by road/rail/air. Packing should be provided with protective lining to avoid damage to the surface of the packing and the items packed inside.

(b) **Marking:**
Each package delivered under this tender shall be marked by the suppliers at their own expenses. Such markings shall be distinct and should bear the following:

(i) Name of the supplier.
(ii) Details of the items in the package.
(iii) Weight gross, net and tare.
(iv) Name and address of the consignees as mentioned in the Purchase Order.

Marking shall be carried out with such a material as may be considered necessary as regards quickness of drying, fastness and indelibility.

6.0 **Insurance:-**
The supplier shall arrange insurance coverage, according to the dispatch instructions issued by Rajasthan Co-operative Dairy Federation Ltd., Jaipur and the supplier should cover all dispatches. However, to avoid any complications that may arise at the time of settlement of claims by the underwriters for the transit losses it is proposed that the insurance coverage shall be arranged by the supplier as under:

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(a) The insurance coverage shall have to be arranged commencing from their warehouse/works to the warehouse of the buyer (All Transit risks).
(b) Suppliers are requested to take insurance with any Nationalised Insurance Company.
(c) The cover provided by the insurance shall be in such amount so as to allow complete replacement for any item lost or damaged.

7.0 Guarantee :-
The supply of equipment as well as installation, if entrusted shall have to be carried out by the supplier to the entire satisfaction of the buyer. The supplier shall also guarantee to repair/replace without any extra cost, the items or parts thereof if found defective due to defective design, workmanship or substandard material brought to the attention within 12 calendar months from the date of satisfactory commissioning or within 24 months from the date of receipt of material at site, whichever is earlier. If it is necessary to send the defective equipment or parts thereof for repair/replacement the cost of loading, unloading, repacking and transportation from the site to works and back to site shall have to be borne by the supplier. The guarantee however does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment by the buyer/his authorised representatives.

The contractor shall have to guarantee the complete installation for satisfactory performance for a minimum period of one year from the date of commissioning of the plant. Any defect arising out of faulty erection/installation or use of substandard material or workmanship shall have to be rectified by the contractor at his own cost.

7.1 Warranty:
All the suppliers shall provide a warranty for a minimum period of 12 calendar months from the date of commissioning of the equipment for the satisfactory performance of the equipment supplied to the designed/rated/installled capacity or any other norms fixed by the buyer. Also, they should provide a warranty for the period as stated above to the effect that supplier shall alone be responsible for all the litigations/disputes/claims and other legal complications that may arise in connection with the patent rights design rights and the rights of ownership of the materials.

7.2 Right to operate & use unsatisfactory material or equipment :-
If after delivery, acceptance and installations and within the guarantee period, the operation of use of materials or equipment proves to be unsatisfactory to the buyer, he shall have the right to continue to operate or use such materials or equipment until rectifications of defect, errors or omissions by repair or by partial replacement can be made without interfering with the buyer’s operation.
8.0 **Technical information required with tenders** :-

8.1 The tenderers have to mention clearly that the specification of the materials tendered are strictly in adherence to the technical specifications stipulated in Schedule. In case of any deviation, the tenderers shall have to mention the same in details.

8.2 Maximum outputs of machines are to be specified for information only.

8.3 Schematic drawings and technical literature of equipment tendered shall have to be furnished.

8.4 Overall dimensions of the various equipment shall have to be mentioned in detail.

8.5 The total weights (in dry and working) of the various equipment/item shall have to be stated clearly.

8.6 The safety interlocks/devices in the equipment shall have to be highlighted.

8.7 The consumptions and services requirements of various equipment shall have to be detailed.

9.0 **Commercial information required with tender** :-

9.1 **Brand Names:**
If the supplier is quoting for spare parts, which is not manufactured by him, but he has obtained the same from another manufacturer then he should state the name of the manufacturer with address, brand name and catalogue number etc. and the spare parts offered should conform to the same performance capability as that of the main item for which it is meant.

9.2 **Terms of Payment** :
Following terms of payment would be applicable to this order subject to supplier/ contractor having furnished security deposit for 5% of the F.O.R. order value for the due fulfilment of this contract in form of cash/DD in accordance with the Clause No.2.11 of the tender document. In case the contractor/supplier completes its contractual obligations before 12 months the cash/DD deposit can be refunded before 12 months at the sole discretion of RCDF before aforesaid period of 12 months.

9.2.1 **For supply of equipment** :-
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 proforma given at Annexure-VIII. The Bank Guarantee can be released by RCDF once the advance is fully

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Jaipur
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.

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 proforma enclosed given at ANNEXURE – IX.

9.2.2 **For Erection :-**
90% on submission of progressive bills duly certified by the authorised representatives/Site Engineer of RCDF 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.

10.0 **Delivery :-**
(a) The supplier shall deliver the equipment as per delivery schedule mentioned in the Purchase Order. In case of installation & commissioning jobs the work is to be completely finished to the satisfaction of RCDF as per terms and conditions of purchase order.
(b) The delivery time given in the contract is to be adhered to strictly. For this purpose the supplier has to inform RCDF the progress made towards fabrication of the items ordered from time to time during the delivery period. The supplier has to maintain good progress of work during the delivery period so as to deliver the items ordered in time. It is essential that RCDF is informed of the quantified progress made by the supplier by Registered Post once after 1/3rd of delivery time elapses and again after 2/3rd of delivery time elapses. In case RCDF does not receive such progress reports it will presume that the work has not been taken up by the supplier in the right earnest and that RCDF in such a situation will be at liberty to withdraw the work order and forfeit the earnest money as well as security deposit simultaneously. The supplier is therefore advised strictly to follow this essential condition of the contract.

It may be noted that delay/time taken in release of advance payment whether for reasons of supplier not furnishing the Bank Guarantee exactly in the Performa given in this tender document or any other reasons whatsoever, will not affect the delivery period. Similarly delay in execution of the agreement will also not affect the delivery period.

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in token of acceptance of above) Jaipur
The tenderer is therefore advised to take note of this important condition. The successful tenderer should therefore take immediate action for execution of agreement and submission of bank guarantee of advance, if desired, within 10 to 15 days of placement of purchase order. It normally takes 30 days to release the advance, subject to submission of B.G. as per our format.

(c) In case of failure by supplier in making deliveries within the time specified, the Rajasthan Co-operative Dairy Federation Ltd. may procure the materials supplies and services from any other sources and hold the suppliers responsible for any losses occurred thereby. Further the Rajasthan Co-operative Dairy Federation Ltd. reserves the right to terminate the services of such suppliers in such case without assigning any reasons thereof.

(d) In case supplier fails to supply machinery/equipment in delivery period, interest at the rate of 19% per annum will be charged on the advance amount from the date by which delivery fails due to the actual date of supply unless an extension in delivery period is mutually agreed to by the supplier and RCDF.

11.0 **Compensation for delay**:

**Clause 1:**

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the 15th day after the date of written order to commence the work as given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence, time being deemed to be the essence of the contract on the part of the contractor and the contractor shall pay as compensation an amount equal to half percent or such smaller amount as the Managing Director, RCDF Ltd. (whose decision shall be final) may decide on the tendered amount for every week that the work remains uncommenced or unfinished after the proper date subject to a maximum of 5% of the net value of each item of the accepted order which remains undelivered or partially delivered if the delivery has not been made the order stands cancelled ten weeks after expiry of the stipulated delivery unless the validity is extended in writing by the Rajasthan Co-operative Dairy Federation Ltd.

And further to ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save door special jobs) to complete 1/8th of the whole of the work before ¼ th of the whole time allowed under the contract has elapsed. The contractor shall further be bound to carry out the work in accordance with the dates and quantities as may be given by RCDF from time to time.

(Signed & sealed by the tenderer (RCD) in token of acceptance of above) Jaipur
Clause 2 :-

The Managing Director, RCDF Ltd. may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases :-

(i) If the contractor having been given by the Officer-in-charge or authorised representative, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Officer-in-charge or authorised Engineer (which shall be final and binding) he will be unable to secure completion or he has already failed to complete the work by that date.

(ii) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstance shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(iii) If the contractor commits breach of any of the terms and conditions of the contract.

(iv) If the contractor commits any acts mentioned in clause 19 hereof.

When the contractor has made himself liable for action under any of the cases aforesaid, the Managing Director, Rajasthan Co-operative Dairy Federation Ltd. shall have powers :-

(a) to determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Managing Director, RCDF Ltd. shall be conclusive evidence). Upon such determination or rescission the full security deposit of the contractor calculated on the tendered amount shall be liable to be forfeited and shall absolutely be at the disposal of Rajasthan Co-operative Dairy Federation Ltd.

(b) to employ labour paid by the Federation and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of

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which cost and price certified by the Officer-in-charge shall be final and conclusive) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Officer-in-charge as to the value of work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Federation are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.

(c) after giving notice to the contractors on measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Officer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Rajasthan Co-operative Dairy Federation Ltd. under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses as may be deemed best suited to the interest of the Federation being adopted by the Managing Director, Rajasthan Co-operative Dairy Federation Ltd., the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there for actually performed under this contract unless and until the Officer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value as certified.

Contractor remains liable to pay compensation if action not taken under Clause 3.

**Clause 3 :-**

In any case in which any of the powers conferred by Clause 3 hereof shall have become exercisable and the same shall have not been exercised, the non-exercise thereof shall not constitute waiver of any of the conditions hereof, and such power shall notwithstanding be exercisable in the event of any

(Signed & sealed by the tenderer in token of acceptance of above) (RCDFF) Jaipur
future case of default the contractor for which by any clause or clauses hereof he is declared the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected.

12.0 **Force Majeure Clause :-**

The terms and conditions mutually agreed shall be subject to the Force Majeure Clause. Neither the supplier nor the buyer shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolutions, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation, or ordinance of any Government or any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected should one or both of 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 with each other regarding the future implementation of the agreement/purchase order.

13.0 **Settlement of disputes :**

In the event of any dispute in the interpretation of the terms of this agreement/ Purchase Order or difference of opinion between the parties on any point in the Purchase Order arising out of, or in connection with the agreement/accepted purchase order or with regard to performance of any obligations hereunder by the either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicable by mutual negotiations.

In case, no agreement is reached between the two parties in respect of or concerning any of the provisions 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., RCDF who in turn may refer the dispute to any officer of RCDF for adjudication. The arbitration shall be in accordance to the law of Arbitration & Conciliation Act, 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties.

All the disputes pertaining to the said contract / supply order / tender / agreement shall vest to the jurisdiction of Courts at Jaipur.

14.0 **Right of Acceptance :**

The Rajasthan Co-operative Dairy Federation Ltd. does not pledge itself to accept the lowest or any tender and reserves to itself the right to accept the whole or any part of the tender or portion of the quantity offered. The

(Signed & sealed by the tenderer (RCDF)
in token of acceptance of above) Jaipur
tenderer is at liberty to tender for whole or any portion or to state in the
tender that the rates quoted shall apply only if the entire quantity is taken
from them.

15.0 **Subletting & Subrogation:**
The contractor shall not except with the prior consent in writing of the buyer,
sublet, transfer or assign the contract or part of the contract thereof or interest
therein or benefit or advantage thereof in any manner whatsoever, to others.

16.0 **Demurrage:**
The supplier shall bear and reimburse to the buyer demurrage charges if any
paid by a reason of delay on the part of the supplier in forwarding the above
documents.

17.0 **Inspection & Acceptance:**
17.1 The buyer shall have the right to make inspection of any of the items under
contract during the fabrications, at the factory of the supplier including access
to drawings and test result, to assure that all machinery and equipment to be
supplied shall conform to the details of the specifications.

17.2 Notwithstanding whether factory inspection is made or omitted upon arrival
at delivery point and prior to the acceptance of the equipment and machinery
delivered, the buyer shall have right to inspect them giving representative of
the supplier an opportunity to be present. Upon acceptance an appropriate
certificate will be issued.

18.0 **Rejection:**
18.1 Further, the buyer reserves the right to reject the stores either in full or in part
if at the time of delivery it is noticed that the items/stores supplied do not
conform to the description and quality stipulated in the technical specification
for the item in the tender.

18.2 **Consequences of Rejection:**
If on rejection of the stores by the buyer or consignee at destination the
supplier fails to make satisfactory supplies within the stipulated period of
delivery, the buyer shall be at liberty to :-

a) Allow the supplier to resubmit the stores, in replacement of those
rejected within a specified time, the supplier bearing the cost of
insurance, if any, on such replacement without being entitled to any
extra payment on that account.

b) Purchase of authorise the purchase of quantity of the stores rejected or
others of a similar description (when stores do not exactly comply with
particulars, in the opinion of the buyer, which shall be final) without
notice to the supplier’s liability as regards the supply of any further
instalment due under the contract.

c) Cancel the contract and purchase or authorise the purchase of the items
or others of a similar description (when stores do not exactly comply
with the particulars in the opinion of the buyer, which shall be final) at
the risk and cost of the supplier.

(Signed & sealed by the tenderer

in token of acceptance of above)
18.3 **Removal of Rejected Stock:**

Any stores rejected shall under the all circumstances, lie at the risk of the supplier from the amount of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose of such stores at the supplier’s risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed. This will include the cost of disposal when necessary.

19.0 **Indemnity:**

The supplier shall at all times, indemnify the buyer against all claims which may be made in respect of the stores or infringement of any right protected by patent, registration of design or trade mark, provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against mark the purchaser, the buyer shall notify the supplier of the same and the supplier at his own expense, either settle any dispute or conduct any litigation that may arise therefrom.

20.0 **Corrupt practices:**

20.1 The supplier shall not offer or agree to give any person in the employment of the buyer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to obtaining or execution of the contract or any other contract with the buyer or for show for bearing to show favour or disfavour to any person in relation to the contract by the buyer. Any breach of the aforesaid condition by the supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of supplier) of the commitment of any offence by the supplier or by any one employed by him or acting on his behalf under Chapter-IX of the Indian Penal Code 1860 or the prevention of corruption Act, 1947 or any other Act enacted for the prevention of corruption by public servants, shall be entitled to the buyer to cancel the contract and all or any other contract with the supplier and to recover from the supplier the amount of any loss arising from such cancellation.

20.2 Any dispute or difference in respect of either in the interpretation effect or application of the above conditions or of the amount recoverable thereunder by the buyer from the supplier shall be decided by the buyer or his nominee whose decisions may be subject to the arbitration.

21.0 **Insolvency & Breach of Contract:**

The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events viz:

(Signed & sealed by the tenderer (RCDF)
in token of acceptance of above) Jaipur
(i) If the supplier, a firm or any partner thereof, shall be at that time
adjusted involvent or shall have a receiving order or order for
administration of his estate made against his or shall take any
proceedings for composition under any insolvency Act for the time
being in force to make any conveyance or assignment of his assets or
enter into any arrangement or composition with his creditors or
suspend of payment if the firm is dissolved under the partnership Act,
or;

(ii) If the supplier being a company is wound up voluntarily by the order
of a court or a receiver, liquidator or Manager or on behalf of the
Debenture holder is appointed or circumstances shall have arisen
which entitled the Court of Debenture holders to appoint a receiver,
liquidator or Manager or;

(iii) If the supplier commits any breach of the contract/here not in a
specifically provided for, provided always that such determination
shall not prejudice any right of action of remedy which shall have
accrued or shall accrue thereafter and provided also the suppliers be
liable to pay the buyer for any extra expenditure be liable to pay the
buyer for any extra expenditure he is thereby put to and the supplier
shall under no circumstances be entitled to any gain in repurchase.

22.0 Recovery of sums due :
Whenever any claim for the payment of a sum of money arises out or under
the contract against the supplier, the buyer shall be entitled to claim it from
the Bank concerned against the guarantee amount provided by the supplier. In
the event of the guarantee amount being insufficient, the balance entire sum
recoverable shall be recovered by appropriating any sum them due or which
at any time thereafter may become due to the supplier under the contract or
any other contract with the buyer and if such a sum be insufficient to cover
the full amounts recoverable, the supplier shall on demand pay to the buyer
the balance remaining dues.

23.0 This tender is not transferable.

24.0 Secrecy of Documents :
All the documents and drawing supplied by the buyer must be treated as
‘CONFIDENTIAL’ must neither be copied, reproduced, transmitted, or
discussed otherwise in whole or part, nor duplicated, modified, divulged, or
discussed to any third party nor used in any other way without the consent of
buyer in writing.

25.0 Submission of Drawings & Manuals :
The supplier shall be required to submit the following drawings:

a) Two sets of detailed fabrication drawings with bills of the material
indicating material and size of different component for approval of
buyer.
b) Three sets of the final approved drawings for the complete equipment should be submitted after the equipment is fabricated and inspected.

c) Three sets of installation/operation/maintenance manuals for all equipment/machinery will be required to be given by the supplier.

26.0 **Form of Tender Rate Quotation:**
The form of tender rate quotation is given at Annexure-VI enclosed with Schedule – I.

27.0 It may be noted that the tenderers are at liberty to quote for full or any part. In other words the tenderers are free to quote even for single item.

28.0 **TIMELY DELIVERY, OF SPECIFIED QUALITY OF MATERIAL, PLANT & MACHINERY SATISFYING ALL DESIGN AND FUNCTIONAL REQUIREMENTS ORDERED, IS THE ESSENCE OF THE CONTRACT. THEREFORE, FAILURE TO DELIVER IN TIME OR NOT CONFORMING TO PRESCRIBED SPECIFICATIONS & QUALITY WILL MAKE THE SUPPLIER LIABLE FOR BLACKLISTING THE FIRM AND THEREBY DEBARRING THE SUPPLIER FROM PARTICIPATION IN FUTURE TENDERS BY RCDF, MILK UNIONS & OTHER AFFILIATED UNITS. AS FOR THE PRESENT CONTRACT PENALTIES, COMPENSATION AND OTHER PROVISIONS AS GIVEN IN THE TENDER DOCUMENT SHALL BE INVOKED ON FAILURE OF THE PARTY.**

28.1.1 RCDF and milk unions shall have the fullest liberty to notify the defaulting firm to Business/Trade Associations/Public Sector undertakings/autonomous bodies and the like about the default and breach of contract committed by a firm giving out names of the partners of the firm. A register is intended to be maintained for such defaulting firms and their partners.

28.1.2 RCDF will not consider the tender of such firms who has earlier been debarred/censured/black listed or even those firms who have on their role key employees/key executives/proprietors/partners of other already debarred/censured/black listed firms in one or the other capacity.

28.1 All the tenderers without fail should furnish full technical details about their items tendered.

28.2 All tenderers without fail should furnish performance certificate obtained from their earlier buyers. This information is a MUST and without this the tenders may not be considered for analysis and they may also remain rejected summarily at the discretion of the buyer. However final decision rests with the buyer in this regard.

28.3 Spare parts list as stated at Clause No.3.2 above must be furnished along with quotation in PDF format in cover-B along with financial bid.

(Signed & sealed by the tenderer in token of acceptance of above)  (RCDF)

Jaipur
29.0 The quantities mentioned in the tender are tentative and the actual quantities to be procured may vary upward or downward suitling to the actual requirements.

30.0 Supplier will execute agreement on non-judicial stamp paper of prescribed value before 30% advance can be released to him. Format of the agreement is given at Annexure-VIII.

31.0 If the Managing Director shall at any time, and for any reasons whatever, think any portion of the work should not be executed or should be withdrawn from the contractor he may, by notice in writing to that effect, require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor the portion of the work so specified and the contractor shall not be entitled to any compensation by reason of such portion of the work having been executed by him, and the value (i.e. cost at tendered rates) of the portion of work so omitted or withdrawn shall in cases where the contractor has for any reason already received payment for it or in the cases of lump-sum contracts be deducted from any sum them due or thereafter to become due under the contract or otherwise against or from the security deposit or the proceeds of sale thereof.

32.0 No term or condition in addition to those mentioned above will be agreed to.
TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)

To,  
Managing Director,  
Rajasthan Co-operative Dairy Federation Ltd.,  
Saras Sankul, JLN Marg, Jaipur -302017

Sub: Acceptance of Terms & Conditions of Tender.

<table>
<thead>
<tr>
<th>Tender Reference No.</th>
<th>Tender ID No.</th>
<th>Name of Tender/Work/Item</th>
</tr>
</thead>
</table>

Dear Sir,

1. I / We have downloaded / obtained the tender documents(s) for the above mentioned “Tender / Work / Item” from the web site(s) namely:

____________________________________________________________________________________

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I/We have read and understood the entire terms and conditions of the tender documents (including all documents like Special Notes, annexure(s), Schedules(s), Specifications of the item(s), etc.) which form part of the contract agreement and I / We shall abide hereby the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally agree & accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated or breached then your department / organization shall without prejudice to any other legal right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, With Official Seal)

(Signed & sealed by the tenderer in token of acceptance of above)  
(RCDF)  
Jaipur
MANUFACTURERS’ AUTHORIZATION FORM

(Please see Clause 2(a) of Eligibility Criterion)

No._____________________________ Dated______________________________

To,

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION
“SARAS SANKUL”, J.L.N. MARG,
JAIPUR – 302 017.

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 authorise 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.

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF) Jaipur
## ANNEXURE-III

**SECTION-II – SCHEDULE-I**

(Refer clause No.2(b) of Eligibility Criterion)

Major works successfully completed during the past five years

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Place</th>
<th>Contract Reference</th>
<th>Name of client</th>
<th>Value of Work</th>
<th>Time of Completion</th>
<th>Date of Completion</th>
</tr>
</thead>
</table>

Note: Indicate plant capacity and major parameters handled.

Completion Certificate from Clients should be enclosed with the bid.

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF) Jaipur
**SECTION-II – SCHEDULE-II**

(Refer clause No.2(b) (iii) of Eligibility Criterion)

**WORKS IN HAND DURING THE CURRENT FINANCIAL YEAR**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Work</th>
<th>Work order reference</th>
<th>Name of client</th>
<th>Place of work order</th>
<th>Value of Work order</th>
<th>Completion period Date</th>
</tr>
</thead>
</table>

Note: Indicate plant capacity and major parameters handled.
SECTION – III

TECHNICAL DEVIATION STATEMENT FORM

(Refer Clause 5 of Eligibility Criterion)

The following are the particulars of deviations from the requirements of the tender specifications:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>DEVIATION</th>
<th>REMARKS</th>
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<tbody>
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<td></td>
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<td>(Including justification)</td>
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Dated

Signature and seal of the Manufacturer/Bidder

NOTE:

(1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

(2) The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviation furnished in the statement.

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF)
Jaipur
## TENDER BOQ SHEETS

*(BoQ Sample for reference, Price should be quoted in .xls file)*

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Basic Price of supply (in Rs.)</th>
<th>Packing &amp; Forwarding charge</th>
<th>Exise Duty</th>
<th>Sales Tax/RST/ST/VAT in Rs</th>
<th>Entry tax if any</th>
<th>Transportation and insurance</th>
<th>Any Other Charges if Any</th>
<th>Total ESR Site Price of 4-10</th>
<th>Installation and Commissioning Charges</th>
<th>Service Tax</th>
<th>Total Unit Price inclusive all taxes (11+12+13)</th>
<th>Total Price inclusive all taxes (11+12+13)</th>
<th>TOTAL AMOUNT In Words</th>
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**PRICE SCHEDULE (BoQ 1)**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

1.01 Total Net FSR Unit Price for Supply, Installation & Commissioning of Passenger Elevator (Lift) at RCDF Saras Sankul, Jaipur

2.00 0.00 0.00 INR Zero Only

Total in Figures

0.00 0.00 INR Zero Only

Quoted Rate in Words

---

(Signed & sealed by the tenderer in token of acceptance of above)

(RCDF) Jaipur
**Tender Inviting Authority:** MD, RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED, JAIPUR (RAJASTHAN)

**Name of Work:** Supply, Installation & Commissioning of Passenger Elevator (Lift) at RCDF Saras Sankul, Jaipur

**Contract No:** No. RCDF/DPM& Proj./(C-4008)/2016-17

---

**PRICE SCHEDULE (Cost of Buy Back of both the Passenger Elevators) BoQ 2**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Basic Price of Buy Back cost (in. Rs.)</th>
<th>Any Other Charges if Any</th>
<th>Total Unit Buy Back Price inclusive all taxes</th>
<th>Total Price inclusive all taxes</th>
<th>TOTAL AMOUNT In Words</th>
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<tbody>
<tr>
<td>1</td>
<td>PRICE SCHEDULE</td>
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</tr>
<tr>
<td>1.01</td>
<td>Total Net Unit Price for Buy back cost of old Passenger Elevator (Lift) at RCDF Saras Sankul, Jaipur</td>
<td>2.0000</td>
<td>0.0000</td>
<td></td>
<td>0.0000</td>
<td>NR Zero Only</td>
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**Total in Figures**

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**Quoted Rate in Words**

(Signed & sealed by the tenderer in token of acceptance of above)
ANNEXURE – VII

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 Rajasthan Cooperative Dairy Federation Ltd. (hereinafter called “the Federation” 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 Federation 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:

(i) to keep the security deposit with the Federation in form of demand draft for an initial period of 12 months or such extended period so as to cover the period of performance of contract i.e. supply/erection/commissioning as per purchase order. In case the contractor/supplier completes its contractual obligations before 12 months the deposit can be refunded before 12 months at the sole discretion of RCDF before aforesaid period of 12 months.

(ii) that no interest shall be paid by the Federation 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 Federation.

NOW THESE PRESENT WITNESS

1. In consideration of the payment to be made by the Federation 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 setforth 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

(Signed & sealed by the tenderer (RCDF)
in token of acceptance of above) Jaipur
amendment as may be issued by the Federation will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

3(a) The Federation 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 Federation 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., RCDF who in turn may refer the dispute to any officer of RCDF 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 Jaipur.

In witness whereof the parties hereto have set their hands on the ______________ day ____________________.

SIGNATURE OF THE APPROVED SUPPLIER: SIGNATURE FOR AND ON BEHALF OF the Federation:

(Signed & sealed by the tenderer (RCDF) in token of acceptance of above) Jaipur
<table>
<thead>
<tr>
<th>Witness No.1</th>
<th>Witness No.2</th>
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</table>
ANNEXURE-VIII
(Form of Bank Guarantee against 30% advance sought from the Dugdh Sanghs for supply/erection contracts)

1. In consideration of the ______________ ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., ______________ (hereinafter called “The SANGH”) having agreed to grant an advance of Rs.______________ (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 Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANGH and M/s._______________ for supply/erection and commissioning (hereinafter 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 SANGH an amount not exceeding Rs.______________ (Rupees _______________________ only) against any loss/damage caused to or suffered or would be caused to or suffered by the SANGH 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 hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the SANGH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SANGH 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).

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 SANGH, under or by virtue of the said agreement/purchase order have been fully paid and its claims satisfied or discharged or till the SANGH 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.

4. We _______________ (Name of the Bank) further agree with the SANGH that the SANGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/purchase order to extend the time of performance by the said supplier(s) from time to time or to postpone for any time or from the time to time any of the power exercisable by the SANGH against the said supplier(s) and to forbear or endorse any of the terms and conditions relating to the said

(Signed & sealed by the tenderer
in token of acceptance of above)

(RCDF)
Jaipur
agreement/purchase order and we shall not be relieved from our liability by reason of any such variation of extension or for any forbearance, act or omission on the part of the SANGH or any indulgence by the SANGH to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We ________________ (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SANGH in writing.

6. Notwithstanding anything stated above our liability under this guarantee is restricted to Rs.________________(Rupees __________________________ only). Our guarantee shall remain in force until unless a suit or an action to enforce a claim under this guarantee is filed against us before that date, i.e. on or before __________ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the SANGH on SANGH’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.

NOTWITHSTANDING – anything contained herein :
1) Our liability under this Bank Guarantee shall not exceed 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 only if you serve upon us a written claim or demand in the manner specified above on or before __________.

7. Notwithstanding anything stated above the Bank Guarantee shall be discharged by the SANGH once the advance amount released against the Bank Guarantee along with interest or penalty if any payable on such advance has been fully recovered/adjusted.

Place :
Date :
Signature & Seal

(Signed & sealed by the tenderer in token of acceptance of above)                  (RCDF) Jaipur
ANNEXURE-IX

(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) (hereinafter referred to as “The Bank”) which expression shall where the context or meaning so requires, includes the successors and assignees of the Bank and furnished to the ____________ ZILA DUGDH UTPADAK SAHKARI SANH LTD., ____________ (hereinafter referred to as “The SANH” which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANH has placed its purchase order bearing No._________ dated ________ (Name and address of the party) (Hereinafter called “The supplier”) for supply /and erection of __________ and WHEREAS the SANH has agreed to pay to the supplier final 10% of the value of the equipment on submission of a Bank Guarantee of equal amount, which will be kept valid up to ________ from the date of supply or 12 months from date of commissioning of material at site.

In consideration of the SANH having agreed to pay to the supplier Rs.__________ (Rupees__________ only) being the last 10% of the value of the equipment, we__________ (Name of the Bank) hereby undertake and guarantee to make repayment to the SANH of the said 10% amount or any part thereof which does not become payable to the supplier by the SANH in accordance with the terms and conditions of the said purchase order. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of The SANH in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs.______ (Rupees______ only). The Bank shall not be discharged or released from this guarantee by any arrangement between the supplier and the SANH with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the SANH to the supplier and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the SANH. We__________ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the SANH stating that the amount claimed is due to the SANH. In case the SANH puts forth a demand in writing on the Bank for the payment of the amount in full or in part against 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 Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANH 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 SANH may have or hereafter possess against the supplier/tenderer and the SANH shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the SANH may be entitled to receiving or have a claim

(Signed & sealed by the tenderer
in token of acceptance of above)  

(RCDF)

Jaipur
upon and the SANGH 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 SANGH on SANGH’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.

Notwithstanding 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 suit or action is filed against us to enforce such claims, within three months from the aforesaid date, all the SANGH’s rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place :
Date :

(SIGNATURE)
Seal

(Signed & sealed by the tenderer in token of acceptance of above) (RCDF) Jaipur
ANNEXURE-X

TECHNICAL SPECIFICATIONS FOR PASSENGER ELEVATOR (LIFT)

((S/I/C period – 4 months))

1.0 **FUNCTIONAL REQUIREMENTS**

Passenger Elevators are required for RCDF Saras Sankul, JLN Marg, Jaipur. Presently Two no’s of old Passenger Lift of OTIS make exists at RCDF. The new Passenger Elevators are need to be placed by safe dismantling of existing elevators at RCDF.

2.0 **DESIGN REQUIREMENTS**

The existing Passenger Elevator of OTIS make need to be replaced with suitable standard ergonomic designed, having SS scratch free panels, user friendly, equipped with all required safety and energy efficient, passenger lift. The size of the Passenger Lift need to be designed as per cut-out size available at sites.

3.0 **SCOPE OF SUPPLY**

The scope of work includes safe dismantling of existing passenger elevator two no’s at RCDF and supply, installation and commissioning of new passenger elevator two no’s at RCDF.

The technical specification of required passenger elevator as detailed below:-

<table>
<thead>
<tr>
<th>S.no.</th>
<th>Description</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Designation of lifts</td>
<td>Passenger elevator (geared machine with machine room)</td>
</tr>
<tr>
<td>2.</td>
<td>No. of elevators</td>
<td>02</td>
</tr>
<tr>
<td>3.</td>
<td>Type in capacity</td>
<td>08 passengers(544kgs) duplex adjacent</td>
</tr>
<tr>
<td>4.</td>
<td>Speed</td>
<td>1Mtr./Sec</td>
</tr>
<tr>
<td>5.</td>
<td>Drive</td>
<td>V3F DRIVE</td>
</tr>
<tr>
<td>6.</td>
<td>Location of machine room</td>
<td>Top</td>
</tr>
<tr>
<td>7.</td>
<td>Total travel</td>
<td>22.4 Mtr.</td>
</tr>
<tr>
<td>8.</td>
<td>Serving</td>
<td>(0,1,2,3,4,5 and 6th floor)</td>
</tr>
<tr>
<td>9.</td>
<td>No. Of stocks /floors</td>
<td>07</td>
</tr>
<tr>
<td>10.</td>
<td>Available well size</td>
<td>1750 mm (W) x 1700 mm (D)</td>
</tr>
<tr>
<td>11.</td>
<td>Power supply</td>
<td>415 v three phase 50 cycles ac</td>
</tr>
<tr>
<td>12.</td>
<td>Auxiliary</td>
<td>Single phase 220v 50 cycles ac</td>
</tr>
<tr>
<td>13.</td>
<td>Car size</td>
<td>1300 mm w x 1100 mm</td>
</tr>
<tr>
<td>14.</td>
<td>Pit depth required</td>
<td>1600 mm</td>
</tr>
<tr>
<td>15.</td>
<td>Head room required</td>
<td>5250 mm</td>
</tr>
<tr>
<td>16.</td>
<td>Hand rail type</td>
<td>S.S. Handrail Dia 38MM on rear side</td>
</tr>
<tr>
<td>17.</td>
<td>Car enclosure</td>
<td>S.S Scratch Proof, Finish 180 Grit</td>
</tr>
<tr>
<td></td>
<td>Car ceiling</td>
<td>S.S Scratch Proof, Finish 180 Grit</td>
</tr>
<tr>
<td></td>
<td>Car panels</td>
<td>S.S Scratch Proof, Finish 180 Grit</td>
</tr>
<tr>
<td></td>
<td>Car illumination</td>
<td>Frosted glass LED Light with axial flow fan</td>
</tr>
<tr>
<td>18.</td>
<td>Car flooring</td>
<td>Chequered plate 4 MM flooring (Aluminium)</td>
</tr>
<tr>
<td>19.</td>
<td>No. of entrance</td>
<td>One location front</td>
</tr>
<tr>
<td>20.</td>
<td>Car entrance</td>
<td>Automatic center opening door in S.S Scratch Proof Finish</td>
</tr>
</tbody>
</table>

(Signed & sealed by the tenderer (RCDF) in token of acceptance of above) Jaipur
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>21.</td>
<td>Door safety</td>
<td>Full height infra-red safety curtains</td>
</tr>
<tr>
<td>22.</td>
<td>Landing entrance</td>
<td>Automatic center opening door in S.S scratch proof finish</td>
</tr>
<tr>
<td>23.</td>
<td>Clear opening</td>
<td>800 mm(w) x 2000 mm (h)</td>
</tr>
<tr>
<td>24.</td>
<td>Control</td>
<td>Full collective simplex</td>
</tr>
<tr>
<td>25.</td>
<td>Indicators</td>
<td>LED braille-red display</td>
</tr>
<tr>
<td></td>
<td>Car &amp; landings</td>
<td>LED braille-red display</td>
</tr>
</tbody>
</table>

The passenger lift should be equipped with following features and safety

- Direction & position indicator in car & landings
- Emergency alarm
- Fireman switch at ground floor
- Fascia plates
- Full height infrared curtain
- Sill angles
- Highly advanced dc door operator
- Ms pit ladder / balustrade
- Emergency light with rechargeable battery
- Adjustable guide shoes (to maintain the gaps between the guide rail and car cabin)
- Micro movement LED based buttons
- +10% to -10% volt. Fluctuation. Withstand capacity
- Over load weighing device
- Highly advanced dc door operation (smooth opening and closing of the doors without any vibrations).
- Pressure sensing system: this device is for door safety- when the doors sense something between the doors will not closed and will opening immediately).
- Over speed Governor: these are the mechanical breaks which come into force if the speed will exceed to the 1.1 meter per second and will jam the car.)
- Press & speak intercom system- 3 station hands free with EPABX- elegant.
- Automatic car door lock
- Auto attendant key
- Car operating panel- full height
- Operation car light – automatic
- By pass load function
- Door open/ close button
- Automatic rescue device (to rescue the person in case of power failure – this device will bring the car to the nearest floor and will open the doors)
- Skirting
- Lift announcement system
- Fire rated doors.

**Important Note :-**

1. The tenderer is advised to visit the site so as to apprise himself of actual site conditions & quantum of work involved.
2. The statutory formalities if any related to aforesaid work falls in the scope of the tenderer.
3. In corporation of all related safety i.e. electrical, mechanical and its interlocking etc for safe operation of passenger elevator falls in the scope of the tenderer.

(Signed & sealed by the tenderer (RCDF) in token of acceptance of above) Jaipur
4. Tenderer should attend pre-bid meeting for clarification of any quarry related to tender.
5. Tenderer should have completed at least Twenty or above installation of elevators in last three years.
6. Make- OTIS, KONE, SCHINDLER, MITHUBISHI.
7. Tenderers are requested to submit the competitive by back offer for old OTIS Make passenger elevators.
8. The BOQ will be in two parts, Part -1 for submission of FOR unit rate for supply installation & commissioning of new elevator and Part -2 submission of by back offer for old OTIS Make passenger elevators.
9. The L-1 tenderer will be finalised based on rate quoted in BOQ Part - 1.