

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD.**

Goverdhan Vilas, Ahmedabad Road, UDAIPUR-313002

PAN NO.: AAUFU4403B / GST NO.: 08AAUFU4403B1ZR

E-mail: [saras@milkunionudaipur.com](mailto:saras@milkunionudaipur.com), TEL: 0294- 2640258**TENDER FORM**

1. Tender Reference : UDAI / DAIRY / ENGG / 1138 dt. 30.06.2021
2. Tender for : **Annual Contract for Repair & Maintenance of Parlour Machines**  
1. Softy Machines 2. Thick Shake Machines  
3. Walk in Cold Room 4. Deep Freeze 5. Visi Coolers
3. Last date & time for Purchasing tender form : 22.07.2021 upto 01:00 PM
4. Last date & time of submission of tender form : 22.07.2021 upto 02:00 PM
5. Date & time of opening of tender : Part "A" – 22.07.2021 at 3.00 PM  
Part "B" – 22.07.2021 at 4.00 PM
6. Tender Form fees : Rs. 236/- Including @18% GST (i.e. Rs.200+Rs.36)  
(Rs. Two Hundred Thirty Six Only)  
Non refundable
7. Earnest Money : Rs. 5,000/- (Rs. Five Thousand Only)  
Through Demand Draft Only.(In favor of UDUSS Ltd.  
Payable at Udaipur)
8. Enclosures : Annexure- A & Annexure- B

**Note:-**

1. Tender Form downloaded from the website of milk union Udaipur i.e. [www.milkunionudaipur.com](http://www.milkunionudaipur.com) and State Procurement Portal i.e [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in) must accompany with a demand draft (as tender form fee) of Rs. 236/- (Rs. Two Hundred Thirty Six Only) along with all requisite documents and D.D. of EMD, without which the tender will be rejected.
2. The validity of tender offer will remain open for acceptance for a period of Three Months.
3. **Rates to be offered in Part 'B' (i.e. Annexure B) and to be submitted in separate envelope.**

**TO BE FILLED BY THE TENDERER HIMSELF**

1. Tender Form Fee Detail : Demand Draft No:-.....Dt.....  
Amount :-.....  
Cash Receipt No:-..... Dt.....
2. Earnest Money Detail : Rs .....  
Demand Draft No:-.....Dt.....  
Bank :-.....  
Cash Receipt No:-..... Dt.....
3. Name and Address of the tenderer .....  
.....  
Phone/Mob.no.....

**Signature of Tenderer with Seal**

# UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD.

PAN NO.: AAAFU4403B / GST NO.: 08AAAFU4403B1ZR

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## Tender Form PART 'A'

(For Technical Information / Qualifying for Financial Bid)

Tender for: ANNUAL CONTRACT FOR REPAIR & MAINTENANCE OF PARLOUR MACHINES:

1. Softy Machines 2. Thick Shake Machines 3. Walk in Cold Room 4. Deep Freeze 5. Visi Cooler

Name of Tenderer .....

Capacity in which tender has been submitted (Attach valid Documents)

1. Individual (Name of Proprietor) .....

2. Partnership Firm (Name of Partners) .....

3. Limited Company (Name of Directors).....

4. Others .....

(a) Local / Present Address .....

(b) Permanent Address .....

5. Land Line No. ....

6. Mobile No. ....

7. GST No.\* .....

8. PAN No. (Permanent A/C No.)\* .....

9. I.T. Return/Clearance Certificate\* .....

10. Experience (Attach Work Orders/Enough Proof)\*

(A) In Dairy Industry .....

(B) Other than Dairy Industry .....

11. Presently In Tendered item Business Yes / No

12. Whether black listed in Udaipur Dairy Yes / No

13. Name of any first degree relative, which is  
employee/BOD working In Udaipur Dairy,(if any) .....

14. We agree to abide by all the conditions mentioned in the tender notice Issued by the Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur and also the other conditions of the aforesaid tender document given in the attached sheets (All the pages of which have been signed by us in token of our acceptance of the terms mentioned here.) No other condition (mentioned by supplier) is acceptable.

\* **Mandatory Fields ( Attach valid documents )**

**Signature of Tenderer with Seal**

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## **GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT**

The Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur henceforth termed as UDUSSL., invites the sealed competitive tender from the individual, HUF for Annual Contract for Repair & Maintenance of Parlour Machines.

### **1.0 SUBMISSION OF TENDERS:**

- 1.1 Tender must be enclosed in a properly sealed separate envelopes (Part A & Part B) having a marked on the top left corner of the envelope “Tender for Annual Contract for Repair & Maintenance of Parlour Machines due on 22.07.2021” according to the direction given in the Tender notice. In case more than one Tender is kept in a cover, all the tenders thus kept shall be rejected.
- 1.2 No responsibility shall be taken for the premature opening of the Tender which is not properly addressed and identified.
- 1.3 Period of tender will be valid for One Year. Which may be extended for three months and further may be extended for a period of One Year with mutual consent on same terms & condition of the Tender.
- 1.4 The counter terms & conditions will not be accepted and such no additions/deletions or alteration in tender format should be done.
- 1.5 The contractor shall be deemed to have carefully examined the Terms and conditions, specification. In case of any doubts as to the meaning of any portion of these conditions. He shall before filling the tender and signing the contract, refer to the competent authority and get clarification.
- 1.6 The contractor shall invariably furnish complete address of the premises of his plant and office with full name and address, telephone no. of the person/s who is to be contacted for the purpose. All correspondence sent to given address shall be deemed to be properly served.
- 1.7 The contractor shall not assign or sublet the agreement of part of there of to any other agency/person/ firm/ establishment/ etc.
- 1.8 The tenderer should sign the tender form at each page & at the end in token of the acceptance of all the terms & conditions of the tender.
- 1.9 The UDUSSL reserve the right to accept and tender, not necessarily the lowest tender and reject tender in whole or part without assigning any reason thereof. Order can be placed for whole or part of the job to the tenderer at the absolute discretion of the UDUSSL.
- 1.10 Any discrepancy in filling the tender/incomplete tender form shall make the tender liable to rejected.
- 1.11 The contractor shall be liable for any loss, damage, suffered by the Union due to negligence of contractor or for having not deputed the sufficient service engineers.
- 1.12 The contractor is bound to pay the penalty imposed by the UDUSSL for any irregularity is found in the work.
- 1.13 The Managing Director of the Union, has the right to terminate the contractor at any time when it is found that the continuance of the contract is deteriorating in the interest of the Union.

**Signature of Tenderer with Seal**

- 1.14 The contractor will indemnify the Union in respect of all and any expenses arising out of injury to persons and damages to the structure of proprietor adjoining building. The contractor shall be responsible for making good the losses and damages.
- 1.15 For any items not covered in the tender which may necessary for successful completion of the project, shall have to be either supplied by the Udaipur Milk Union or supplied / erected by the tenderer at mutually agreed rates. The reasonability of the rates will be worked out on the basis of price, taxes, transportation, contractors profit etc., The decision of the UDUSS will be final and binding upon the both in this respect.
- 1.16 For any items exceeding / decreasing then the mentioned quantity in the tender, as per the actual site conditions, the amount payable shall be worked out on the basis of unit rate quoted by the tenderer.
- 1.17 Incase of any dispute, the jurisdiction for the legal purposes shall be Chairman UDUSS Ltd. for arbitration.
- 1.18 Contractor / Tenderer should not be first degree relative of a member of BOD or any employee of UDUSS Ltd., Udaipur. The term first degree relative would include Father, Mother, Brother, Sister, Son, Daughter, Husband, Wife, Father-in -law, Daughter –in –law, Grand father, Grand mother, Grand son, Grand daughter and similar relatives on the maternal side.

## **2.0 EARNEST MONEY DEPOSIT**

- 2.1 Tender form must be accompanied with an earnest money of Rs. 5,000/- (Rs. Five Thousand only.) without which tender will not be considered. The EMD should be deposited by bank draft only in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur.
- 2.2 No interest shall be payable on the EMD.
- 2.3 The EMD will be refunded to the unsuccessful tenderer with in three months of the final acceptance of the tender.
- 2.4 Request for adjustment of any other amount lying with UDUSSL will not be considered.
- 2.5 The EMD will be forfeited if the contractor modifies/withdraws the offer during the validity period from the date of final bid.
- 2.6 In case successful tenderer fails to deposit the security money in given time, the EMD deposit will be forfeited.

## **3.0 AGREEMENT**

- 3.1 The successful tenderer will have to execute an agreement in the prescribed form on a non-judicial stamp paper of Rs. 100/- within Seven days from the date of acceptance of tendered rate in writing.
- 3.2 The expenses of the agreement shall be born by the contractor.
- 3.3 Period of tender will be valid for One Year, which may be extended for three months and further may be extended for a period of One Year with mutual consent on same terms & condition of the tender.
- 3.4 During the period of agreement, if necessary, any condition can be modified/incorporated with an objective to provide better services to the UDUSSL by mutual agreement.
- 3.5 All documents and drawing supplied by UDUSS., Ltd must be treated as ‘CONFIDENTIAL’ must neither be copied, reproduced, transmitted or discussed otherwise in whole or part, nor duplicated, modified or discussed to any third party nor issued in any other way without the consent of UDUSS, Ltd., in writing.

**Signature of Tenderer with Seal**

#### **4.0 COMMENCEMENT OF WORK :**

If the contractor fails as per the tender/agreement terms & conditions, the UDUSL shall be at liberty to arrange work done from alternative sources at the cost of contractor. The competent authority may give seven days notice in writing to the contractor to make good the loss due to his failure, neglect or contravention and if the contractor fail to comply with the notice with in seven days of the service there of shall be recoverable from the outstanding/due payment/security deposit/bank guarantee. The legal proceedings may also be initiated for the recovery of any over dues./left over out standings.

**Signature of Tenderer with Seal**

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## **Annexure – A**

### **Special Terms & Conditions of Service Contract**

1. The contractor and his service engineer /technician will have to attend all the Machines at least once in a month. The dates will be decided by Incharge (Plant)/ Incharge (Engg.). But interval between two routine visits must not be less than 15 days atleast, except in case of emergency call. No conveyance charges will be paid in extra other than offered rates for visiting parlours, however all machines under contract should be kept in working order through out the contract period .
2. Rates for AMC of Parlour Machines ( Softy Machines, Thick Shake Machines, Walk in Cold Room, Deep Freeze, Visi Cooler ) must be quoted for per machine per month.
3. No extra charge will be paid for any additional visit of service.
4. During each visit representative of firm will inspect the machines and carry out minor adjustment and replace spares if required payment of spares will be extra and shall be paid on submission of bill dully entered at main gate and store. In addition he will advise and guide for proper operation maintenance of machines under AMC.
5. Service offered under maintenance contract must be in accordance with manufacturer standard instructions.
6. Genuine spares required for operation & maintenance/repairs would be procured by tenderer in advance and made available at the time of repair. Cost of spares shall be paid by Milk Union.
7. All necessary skilled labours, tools, consumables, materials, stores and other facilities required for completion of the job have to be provided by tenderer.
8. Any additional number of service required will not be charged extra.
9. Visit of service representative will be signed by the staff at parlour as well as by I/c Parlour.
10. Payment of service contract shall be made on monthly basis on submitting Bills in triplicate.

**Signature of Tenderer with Seal**

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### **Annexure I: Compliance with the code of Integrity and No. Conflict of Interest**

Any person participating in a procurement process shall-

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

### **Conflict of Interest:-**

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

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

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

**Signature of Tenderer with Seal**

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### **Annexure 2 : Declaration by the Bidder regarding Qualifications**

#### **Declaration by the Bidder**

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

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

Date:  
Place:

**Signature of Tenderer with Seal**

Name:  
Designation:  
Address:



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### **Annexure 3 : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Chairman , Udaipur Dugdh Utpadak Sahakari Sangh Limited , Goverdhan Vilas, Udaipur (Rajasthan).

The designation and address of the Second Appellate Authority is Managing Director , Rajasthan Co-Operative Dairy Federation Ltd , Saras Sankul, J.L.N. Marg , Jaipur (Rajasthan) .

#### **(1) Filing an appeal**

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

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

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

- (2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.
- (3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

#### **(4) Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement.
- (b) provisions limiting participation of bidders in the Bid process.
- (c) the decision of whether or not to enter into negotiations.
- (d) cancellation of a procurement process.
- (e) applicability of the provisions of confidentiality.

#### **(5) Form of Appeal**

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

**(6) Fee for filing appeal .**

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

**(7) Procedure for disposal of appeal**

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

**Signature of Tenderer with Seal**

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FORM No. 1

[See rule 83]

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

Appeal No.....of.....

Before the..... (First / Second Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer:.....

Place .....

Date.....

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## **Annexure 4 : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

- i if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be Disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

### **2. Procuring Entity's Right to Vary Quantities**

(i) At the time of award of contract. the quantity of Goods, Works or Services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.

(ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

(iii) In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order- However, the additional quantity shall not be more than 25% of the value of Goods of the original Contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

### **3. Dividing quantities among more than one Bidder at the time of award**

#### **(In case of procurement of Goods)**

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

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## TENDER FORM -PART 'B'

Our tendered rates are as follows:-

Name of the Item:- **ANNUAL CONTRACT FOR REPAIR & MAINTENANCE OF PARLOUR MACHINES**

**1. Softy Machines      2. Thick Shake Machines      3. Walk in Cold Room      4. Deep Freeze      5. Visi Coolers**

Mode: Rate Contract

### **SPECIFICATION:**

<b>S. N.</b>	<b>NAME OF ITEM</b>	<b>APPROX. ANNUAL QUANTITY</b>
1	Annual Contract for Repair & Maintenance of Parlour Machines  1. Softy Machines      2. Thick Shake Machine 3. Walk in Cold Room      4. Deep Freeze 5. Visi Cooler	As per requirement.

Rates for Annual Contract for Repair & Maintenance of Parlour Machines ( Softy Machines, Thick Shake Machine, Walk in Cold Room, Deep Freeze Visi Cooler ) may be quoted for per machine per month at **Tender form Part-B i.e Annexure B.**

**At Present there are 4 Thick Shake Machines, 4 Softy Machines, 6 Nos. of Walk In cold Store, 9 Deep Freeze and 11 Visi Coolers. However, the number may decrease or increase as per the need of milk union.**

**Signature of Tenderer with Seal**

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## TENDER FORM -PART 'B'

### Annexure - B

#### ANNUAL CONTRACT FOR REPAIR & MAINTENANCE OF PARLOUR MACHINES (As per Terms & Conditions of Service Contract) Per Month or per visit

S.N.	Details	Rates (in Rs.)		
		On monthly basis	TAXES (GST%)	TOTAL AMOUNT
1.	Softy Machine	Rs.....Each/ Month		
2.	Thick Shake Machine	Rs.....Each/ Month		
3.	Walk in Cold Store. Cap. 5000 Lit.	Rs.....Each/ Month		
4.	Deep Freeze	Rs.....Each/ Month		
5.	Visi Cooler	Rs.....Each/Month		

**Signature of Tenderer with Seal**