

# उदयपुर दुग्ध उत्पादक सहकारी संघ लि. उदयपुर

गोवर्धन विलास, अहमदाबाद रोड, उदयपुर

फोन : 0294-2640258, ईमेल: [saras@milkunionudaipur.com](mailto:saras@milkunionudaipur.com), [sarasmilkunionudaipur1983@gmail.com](mailto:sarasmilkunionudaipur1983@gmail.com)

## TENDER FORM

1. Tender Reference : UDAI/DAIRY/ENGG /1506 dt.17.08.2024
2. Tender for : **Tender for Supply, Installation & Commissioning of Thick Shake Machine with accessories (Multi Flavored) use for Milk Parlour. (Qty. 02 Nos.)**
3. Estimated Cost : **6.50 Lac**
4. Tender Period : One Year
5. Last Date & time for Purchasing tender form : 13.09.2024 up to 01:00 PM
6. Last date & time of submission of tender form : 13.09.2024 up to 02:00 PM
7. Date & time of opening of tender : Part "A" – 13.09.2024 at 3.00 PM  
Part "B" – To be declared later
8. Tender Form fees : Rs. 590/- including 18% GST (i.e. Rs 500 + Rs 90)  
(Rs. Five Hundred Ninety Only) Non refundable
9. Earnest Money : Rs. **13,000/-** (Rs. Thirteen Thousand Only)  
Through Demand Draft Only. (In Favour of UDUSS Ltd. Payable at Udaipur)
10. Enclosures : As required in Technical bid (Part A)

### Note:-

1. Tender Form downloaded from the website of milk union Udaipur and State Procurement Portal must accompany with a demand draft (as tender form fee) of Rs 590/- (Rs. Five Hundred Ninety Only) along with other 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' 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 No/Mob.no.....

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U.D.U.S.S.Ltd.  
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## निविदा स्वीकृति पत्र

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

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

महोदय,

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

उपरोक्त की सहमति स्वरूप निविदादाता के हस्ताक्षर मय मोहर

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—: शपथ पत्र :—

(500 रूपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर)

मैं ..... पुत्र श्री ..... स्थायी पता .....

..... मोबाईल नं. ....  
..... ई-मेल आई. डी. .... सत्यापित करता हूँ कि —

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

निविदादाता के हस्ताक्षर मय मोहर

नाम ..... (आवेदक)

स्थान .....

दिनांक .....

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## भाग – अ ‘तकनीकी निविदा’

(नोट – क्र.सं. 1 से 16. तक की सूचनायें संलग्न करें।)

1.	निविदादाता/ फर्म/ व्यक्ति/ संस्था का नाम	
2.	प्रोपराईटरशिप/ पार्टनरशिप	
3.	निविदादाता का स्थानीय पता (मय टेलीफोन/ मोबाईल नम्बर) (ई-मेल आई.डी.)	
4.	अमानत राशि (EMD) राशि रु. 13,000/-(तेरह हजार रु. मात्र) (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)	बैंक ड्राफ्ट संख्या ..... दिनांक ..... बैंक का नाम ..... राशि .....
5.	निविदा शुल्क रु. 590/- including 18% GST (i.e. Rs 500 + Rs 90) (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)	बैंक ड्राफ्ट संख्या ..... दिनांक ..... बैंक का नाम ..... राशि .....
6.	निविदादाता का स्थाई पता (साक्ष्य के लिए आधार कार्ड की सत्यापित प्रति)	
7.	निविदादाता/ फर्म का पैन नम्बर (फोटो प्रति अपलोड करें।)	
8.	निविदादाता का जी.एस.टी.नं. की प्रति अपलोड करे।	
9.	स्वयं द्वारा हस्ताक्षरित केन्सल चेक अपलोड करे। (निविदा अस्वीकृत होने की स्थिति में ई.एम.डी. लौटाने हेतु)	
10.	निविदा प्रपत्र के नियम एवं शर्तों पर सहमति।	
11.	शपथ पत्र	
12.	संलग्न शर्तों पर सहमति स्वरूप निविदादाता द्वारा आवेदन प्रपत्र के प्रत्येक पेज पर हस्ताक्षर कर अपलोड करें।	
13.	निविदादाता का निर्माता(Original manufacturer) का प्रमाण पत्र संलग्न करना होगा।	
14.	साझेदारी फर्म होने पर पार्टनरशिप हिस्सेदारों का अनापत्ति प्रमाण पत्र	
15.	समान कार्य का अनुभव	
16.	आरसीडीएफ/ जिला दुग्ध संघों सरस डेयरी में लगी मशीनों का क्रय आदेश (गत तीन वर्ष)	

नोट तकनीकी भाग – अ व वित्तीय भाग – ब अलग-अलग लिफाफे में बंद कर प्रस्तुत करावे।  
:-

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## निविदा प्रपत्र भरने के लिये अनुदेश, शर्तें एवं आवश्यक निर्देश

1. निविदा साफ शब्दों/अंकों में भरी होनी चाहिये एवं किसी प्रकार की कांट छाट नहीं होनी चाहिये।
2. संघ में कार्यरत अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य स्वयं नजदीकी रिश्तेदार निविदा में भाग नहीं ले सकेंगे।
3. निविदा के साथ निर्धारित अमानत राशि को डी.डी./पे-आर्डर के रूप में जमा कराने पर ही निविदा मान्य होगी अन्यथा नहीं।
4. सामान की समस्त दरें टेक्स पेड है या अतिरिक्त है उल्लेख करे अन्यथा टेक्स पेड माना जावेगा।
5. सामान एफ.ओ.आर. उदयपुर डेयरी स्टोर सप्लाइ करना होगा।
6. निविदा प्रपत्र में माल की निर्धारित किस्म/कम्पनी की दरें दी जावे, अन्य किस्म/कम्पनी की माल की दरें मान्य नहीं होगी।
7. निविदादाता निविदा फार्म को ना तो किसी को बेच सकेगा एवं ना ही किसी अन्य को हस्तान्तरित कर सकेगा।
8. सामान आपूर्ति हेतु क्रयादेश भारतीय विक्रय अधिनियम (Sale of Goods Act) की निर्धारित शर्तों एवं क्रयादेश में निर्धारित शर्तों एवं उपबन्धों के अनुसार करनी होगी अन्यथा सप्लाइकर्ता की रिस्क एवं कॉस्ट पर अन्य आपूर्तिकर्ता से बाजार दर पर क्रय किया जा सकेगा जिसकी समस्त जिम्मेदारी सप्लाइकर्ता की होगी। इस कारण संघ को होने वाली समस्त क्षति अनुबन्धकर्ता की बकाया धरोहर राशि बकाया क्लेम्स अथवा कानूनी कार्यवाही से वसूल की जावेगी।
9. **कार्यादेश देने के बाद मशीन की S/M/C दो माह में करनी होगी।**
10. सामान की मात्रा संभावित/अनुमानित मात्रा से अधिक/कम आवश्यकतानुसार क्रय की जा सकती है।
11. सफल निविदादाता को रू. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर दोनों पक्षों के बीच अनुबन्ध पत्र भरकर नोटरी पब्लिक से प्रमाणित कर अपने खर्च पर प्रस्तुत करना होगा।
12. निविदादाता अयोग्य, ब्लेक लिस्टेड, अवयस्क, डिफाल्टर व न्यायालय से दिवालिया घोषित नहीं होना चाहिए।
13. किसी भी सामान की गुणवत्ता में कमी पाई जाने पर कटौती की जा सकेगी एवं शास्ति भी आरोपित की जा सकती है। निम्न गुणवत्ता का माल निरस्त कर दिया जावेगा जिसे सप्लाइकर्ता को अपने खर्च पर वापस ले जाना होगा एवं सही गुणवत्ता का माल सप्लाइ करना होगा।
14. अनुबन्धकर्ता द्वारा अनुबन्ध की शर्तों का पालन ना करने, क्रयादेश की शर्तों का उल्लंघन करने की दशा में प्रबन्ध संचालक अनुबन्ध निरस्त करने हेतु अधिकृत रहेंगे, ऐसी दशा में अनुबन्धकर्ता संघ से कोई हर्जाना क्लेम नहीं कर सकेगा। संघ प्रबन्ध संचालक इस परिस्थिति में संघ को होने वाली क्षति की पूर्ति अनुबन्धकर्ता के बकाया क्लेम्स से कर सकेंगे एवं धरोहर राशि जब्त की जाकर पार्टी को ब्लैक लिस्टेड कर दिया जावेगा।
15. किसी भी निविदा को आंशिक/पूर्णतः बिना कारण बताये अस्वीकृत करने का अधिकार प्रबन्ध संचालक के पास नीहित रहेगा।
16. किसी भी वस्तु जिसकी दर न्यूनतम है एवं संघ द्वारा उचित प्रतीत होने पर समान दर पर एक से अधिक सप्लाइकर्ता द्वारा सहमति दी जाने की दशा में संघ द्वारा किसी एक को समय समय पर क्रयादेश दिया जा सकेगा, जिसके मापदण्ड पार्टी द्वारा माल समय पर उपलब्ध कराना, अच्छी गुणवत्ता, सही मात्रा एवं त्रुटि रहित आदि होंगे। समान दर की किसी भी एक पार्टी को आदेश देने पर अन्य पार्टियों को कोई आपत्ती नहीं होगी।
17. निविदा फार्म भाग-अ में योग्य पार्टी का ही वित्तीय भाग-ब खोला जावेगा।

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18. अनुबन्ध अवधि के मध्य सरकार द्वारा कोई नया कर लगाया जाता है तथा पार्टियों को यदि अतिरिक्त कर भार होता है, तो विचार किया जाकर उचित निर्णय का अधिकार प्रबन्ध संचालक को होगा, जो सभी पार्टियों को मान्य होगा।
19. सामान्य रूप से यथोचित स्वस्थ प्रतिस्पर्धा को बढ़ावा देने के उद्देश्य से एवं संघ की नजर में बहुत अधिक व्यक्ति व्यवसाय इस कार्य क्षेत्र को बाजार में उपलब्ध यदि है तो न्यूनतम तीन निविदाये प्राप्त होने पर निविदा खोलने की प्रक्रिया आरम्भ की जावेगी किन्तु यदि संघ के कार्यों को सुचारू रूप से सम्पादन करने के लिये एवं होने वाली भावी हानियों को बचाने के उद्देश्य से अथवा टेण्डर प्रक्रिया की पालना नहीं होने के कारण संघ के कार्य अवरूद्ध हो जाने की दशा में अथवा अन्य आंतरिक कारणों के मध्यनजर सक्षम कमेटी की अनुशंसा पर प्रबन्ध संचालक महोदय तीन से कम निविदा होना अथवा सिंगल होने पर भी संघ हित में निर्णय लेने के लिये स्वतन्त्र होंगे।
20. निविदादाता को निर्माता (Original manufacturer) होना चाहिये, जिसका प्रमाण पत्र संलग्न करना होगा तथा कम्पनी की वर्तमान प्राईस लिस्ट संलग्न करना अनिवार्य है।
21. बिल जी.एस.टी. के नियमानुसार प्रस्तुत करने होंगे।
22. किसी भी विवाद पर अन्तिम निर्णय प्रबन्ध संचालक, उदयपुर दुग्ध संघ का मान्य होगा।
23. संघ को उपरोक्त शर्तों के अतिरिक्त कोई शर्त मान्य नहीं होगी।
24. उपरोक्त सभी शर्तें मैने पढ़ ली हैं एवं मान्य हैं। सभी पृष्ठों पर हस्ताक्षर कर दिये हैं।
25. वांछनीय समस्त पत्रादि/दस्तावेजों की फोटो प्रतियाँ कुल संख्या ..... संलग्न हैं।
26. सभी विवादों का न्याय क्षेत्र उदयपुर ही होगा।

# उदयपुर दुग्ध उत्पादक सहकारी संघ लि. उदयपुर

गोवर्धन विलास, अहमदाबाद रोड, उदयपुर

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## 1.0 **EARNEST MONEY DEPOSIT:**

- 1.1 Tender form must be accompanied with an earnest money, without which tender will not be considered. The EMD should be deposited by bank draft only in favor of **Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur.**
- 1.2 No interest shall be payable on the EMD.
- 1.3 The EMD will be refunded to the unsuccessful tenderer within three month of the final acceptance of the tender. However, the EMD of the successful tenderer will be adjusted in the security deposit.
- 1.4 Request for adjustment of any other amount lying with UDUSL will not be considered.
- 1.5 The EMD will be forfeited if the contractor modifies / withdraws the offer during the validity period from the date of bid submission.
- 1.6 In case successful tenderer fail to deposit the balance security deposit, the deposited EMD will be forfeited.

## 2.0 **AGREEMENT:**

- 2.1 The successful tenderer will have to execute an agreement in the prescribed form on a Rs. 100/- non-judicial stamp paper within fifteen days from the date of Work Order failing which will be liable for forfeiture of deposited EMD and security deposit.
- 2.2 The expenses of the agreement shall be born by contractor.
- 2.3 The period of agreement shall be for **One year** from the date of Work Order.
- 2.4 The UDUSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.

## 3.0 **PERIOD FOR DELIVERY AND COMPLETION OF JOB :**

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

## 4.0 **DELIVERY CONDITION:**

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

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

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## 5.0 PAYMENT TERMS:

- 5.1. 30% of the ex works order value (Basic cost) shall be paid on acceptance of the order subject to the supplier furnishing a Bank Guarantee valid for 12 Calendar months from the date of guarantee for an equaling amount from a nationalized Bank.
- 5.2. 50% (80% in case of the supplier/contractor who has not taken advanced) on safe receipt of the equipment order at site but not later than 90 days from the date of receipt of the equipment at site.
- 5.3. 10% of FOR site value shall be paid after successful commissioning.
- 5.4. Balance 10% of the FOR at site value shall be paid upon 12 calendar months from the date of commissioning or 24 months from the date of receipt of the same at site, whichever is earlier.

## 6.0 DEDUCTION ON ACCOUNT OF DELAY IN SUPPLY:

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

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

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

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



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## **Technical Specification for Supply, Installation & Commissioning of Thick Shake Machine with accessories (Multi Flavoured) use for Milk Parlour.**

S.No	Description	Technical specification
1	MACHINE	<b>Thick shake machine</b>
2	TANK CAPACITY	10 Ltrs.
3	HOURLY CAPACITY	24 Kg/ 34 LITRES – 130 GLASSES OF 250 ML
4	POWER SUPPLY	1 PHASE (220/420 VOLT) (SINGLE)
5	FEEDING SYSTEM	<b>GRAVITY VALVE</b>
6	OVERRUN	35 to 40 %
7	INSTALLED POWER	1900 WATTS (1.9 KW)
8	CONDENSER	AIR COOLED
9	COMPRESSOR	EMERSON /TECHUMSEH
10	REFRIGERANT	R-22/R-404A
11	BEATER MOTOR	LAWKIM GODREGE MAKE/ANUBHUTI
12	FAN MOTOR	AXIAL FAN
13	PRODUCTION CYLINDER AND TANK	STAINLESS STEEL 304
14	OUTER BODY	MACHINE FRONT STAINLESS STEEL 304 (PRE COATED SHEET) – SIDE & BACK COVER STAINLESS STEEL 202
15	INSULATION MATERIAL	PUF (CFC FREE)
16	DISPENSING HEAD	POLY CARBONATE (PC)
17	BEATER	SPECIALLY CRAFTED BEATER WITH DELRIN BLADE
18	ELECTRICAL SYSTEM	PROVIDE ELECTRO MECHANICAL SYSTEM WITH UNIQUE ‘ <b>HARDNESS CONTROL</b> ’ TO ENSURES PERFECT PRODUCT CONSISTENCY OF THICK SHAKE EVERY TIME
19	REFRIGERATION SYSTEM	UPPER REFRIGERATION TANK WHICH HELPS IN OVERNITE STORAGE OF MIX IS THOROUGHLYCHILLED (At. + 4°C.)
20	EXTRA PARTS WITH MACHINE	EXTRA PARTS LIKE COMPLETE ‘O’RING SET BEATER BLEED PUMP VALVES AND OTHER.
21	MACHINE DIMENSIONS	Width - 420mm X Depth - 810 mm x Height- 1280 mm

### **Salient Feature :-**

1. Precise portion control through automatic portion regulator assure exact estimate of return on raw material, simplified dispensing and accurate estimate of profit.
2. Portion Counter.
3. Hygienic Design.
4. Energy efficient.
5. User friendly controls.
6. Glass counter incorporated.
7. Attractive finish.
8. Direct expansion cyclinder for quick and efficient freezing.
9. Elegant look with transparent & insulating dispensing head.
10. Refrigerator mix hopper storage to keep the thick shake mix at hygienically ideal temperature.

## Annexure - 1

### **Annexure 1: Compliance with the code of Integrity and No. Conflict of Interest**

Any person participating in a procurement process shall-

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

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

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

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

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

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*Annexure - 2*

## **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 Bidder

Name:

Designation:

Address:

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*Annexure - 3*

### **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.

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## (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.

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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.....

Appellant's Signature

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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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निविदा प्रपत्र (भाग-ब)

## Price Bid

I have carefully read all the terms & conditions and technical specification in tender part "A" for Supply, Installation & Commissioning of Thick Shake Machine with accessories (Multi Flavored) use for Milk Parlour..

Name of Firm.....

S. No.	Description	Qty.	Total Amount including all taxes & charges F.O.R. at our site. (Rs.)
1.	Rate for Supply, Installation & Commissioning of Thick Shake Machine with accessories (Multi Flavored) use for Milk Parlour.	02 Nos.	

निविदादाता के  
हस्ताक्षर मय सील

U.D.U.S.S.Ltd.  
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