Sokonie University of Agriculture Tanzania.

Quotation for 15,000 Ltrs. Per Day Milk Processing Plant, Milk Collection Center and Road Milk Tankers.

Export by:

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Ref.: EC/DAD/L020/2017-18/SUA DATE: 7th August , 2017

To,
Project District Authority,
Sokonie University of Agriculture
Meatu District near Mwanza
Tanzania

Kind Attn.: Ms. Lusoto Kurwijila (Dairy Technologist)

Dear Sir,

Encon Consulting Engineers is a team of engineers and a consortium of equipment manufacturers and service providers. We are one of the leading suppliers of dairy plant and Engineering equipment to African countries and have supplied dairy plant related equipment and services to customers in, Kenya, Uganda, Tanzania, Zambia, Honduras, Philippines, Vietnam, Afghanistan, and more recently in Iraq.

In a year 2015-16 we have executed orders worth 600,000 US $ for Land O'Lakes under Tanzania Dairy Development Program (TDDP) in Northern Tanzania and an another prestigious order for Dairy Lab Equipments for RDCP-II project in Rwanda.

For all our projects, we offer integrated system using dairy machinery and components from the most re-known manufacturers in India and abroad.

As far our experience in African countries and that of Land O'Lakes, In the past ten years we have executed orders worth Two Million US $.

For dairy operations, we deal in equipments for Liquid Milk, Yoghurt, Butter, Cheese, Ghee, Pannier, Ice cream and other value added milk products. Our scope encompasses Rural area Milking, Collection, Chilling, Storage & Transportation, Filtration Cream Separation, Pasteurization, Packaging etc.

Here are some of the leading customer's (Including Dairy Plant) names in Africa, who have trusted Encon for prompt, reliable and Cost Effective services in the recent past,

i) Musoma Dairy Ltd. Musoma - Tanzania. 40 KLPD Dairy plant Rehabilitation Job. Multi Product Up Gradation.
ii) Mojata Dairy Farm Kibaha - Tanzania 6 KLPD Multi Product Dairy Plant.
iii) Ramilk Mbarara - Uganda 40 KLPD Project Quality Survey Assistance.
vi) Zambia Agribusiness Technical Assistance Centre (ZATAC) an NGO under US Aid program Rural Area Milk Collection Centre Equipment Supply.
v) Finta Danish Dairy - Livingstone Zambia. 40 KLPD Supply of Dairy plant machinery & laboratory equipment Spares.

vi) Brookside Dairy - Nairobi Kenya. Supply of Stainless Steel Milk Cans, SS Fittings & Pumps.
vii) Royal Dairy Dar es Salaam - Tanzania. Rehabilitation Job, New Plants for Ghee, Ice cream filling machine, Stainless Steel Flooring, Mandana Acid /

Alkali Resistant Flooring.

xiii) Live Stock Service - Lusaka Zambia.- Various Dairy Equipment.
xiv) ZATAC- Lusaka Zambia - Various Dairy Equipment.
xv) Land O Lakes - Lusaka - Zambia - Farm Cooling Equipment
xvi) Land O Lakes - Honduras - Milk testing equipment.
xvii) Land O'Lakes – Soha Dairy Farm Project. Ho Chi Minh City – Vietnam.
xviii) Land O' Lakes – Global Afghan Reconstruction Group. Kabul – Charikar Dist. Milk Collection Centers.
xix) Sunrise Dairy Ltd. – Lusaka Zambia – Small Dairy Processing Equipments.
xx) Dairy King Ltd. – Lusaka Zambia – 2 KLPD milk & yogurt plant with a packaging line.
xxi) Parmalet – Lusaka Zambia – Insulated Milk Transportation Tanks.
xxii) Heifer International – Nairobi Kenya – Milk Collection Centres.
xxiii) Land O'Lakes Philippines – Dumaguete – Mini-dairy plant.

India is one of the largest milk producing countries in the world and has technology and suppliers of equipment for any type of milk production and milk products. One of the advantages being a part of developing country, is that the cost of production is low and yet at the same time there is a technology available which is appropriate to other developing nation like Tanzania.

Regarding scope of supply, we have included all listed equipments with options for you to select suitable alternatives.

With regards to the building plan & civil construction of the plant, depending upon the options selected and final equipment list, optionally our engineering team will assist you in completing entire civil plan. Also once the order the order has been finalized then, we will provide required data to your appointed civil contractor and federation to prepare the building layout.

We are sure you will find our experience in line with your requirement and we now look forward to your valued order, assuring you of our best services, we remain,

Yours faithfully,
For Encon Consulting Engineers,

Dhimant Desai.

Encl.:	1) Annx.- I	Milk Dairy Plant Technical Specification
	2) Annx. -II	Battery Limit
	3) Annx.- III & IV	General T&C and TC for Installation Assistance
	4)Annx. - IV	Client List
	5)Annx. – V	Cost Sheet and Technical Specification

ANNEXURE – I

Milk Processing Dairy Plant and Milk Collection Centers

1. Raw Milk Processing capacity 15,000 Ltrs. Shift of 10 hrs.
   Raw Cow Milk 4.5% Butter FAT 8% SNF.
   Raw milk brought to the Dairy in Road Milk Tanker (RMT)

2. Processed Product 0utput require are,

3. Pasteurized, Homogenized & Standardize milk.
   Processing capacity 7,500 Ltrs Packed in Plastic pouch.
   Pouch capacity 50% 200ml and balance 500ml.
   Machine capacity minimum 3000 pouches per hour and Two nos. machines required.
   Optional 1 Liter in Plastic Bottle.

4. 4,000 Ltrs. for Yoghurt and packed in Plastic cups and sealed with aluminum foil and cup sizes are 100ml and 150ml.
   Total Number of cups to be filled 35,000 cups less than eight hours time. So the machine should have capacity of minimum 4,000 cups per hour.

5. 2,000 Ltrs for Fermented Milk and packed in Plastic pouch 500ml each. Require one separate machine of speed 1.500 cups per hour. This machine is similar to Milk pouch machine however. it is recommended to go for separate machine to avoid possibility of contamination.

6. 1,000 Ltrs of Milk is utilized for Cheese making it will produce approximate 10 kg of sub cheese. We will suggest go for only mozzarellas cheese (Reason on request.)

7. 500 Ltrs milk utilized for Ghee making will produce 18 kg of butter and almost similar quantity of ghee. Being a small quantity we will packed into Plastic Pet Jars manually.

TECHNICAL DESCRIPTION

Milk Reception

- Fresh milk as per details mentioned in the Basis of Plant Operation will be received in Cans.
- Loaded Cans received in trucks will be manually unloaded non to the reception dock and kept
  on the motorized loaded Can Conveyer and then into the Roller Can Conveyor from where it is manually pushed upto the Weigh Bowl.
- While on the Conveyor, samples are drawn from pre-marked indentified Can for the dock checking of the quality of milk for its acceptance as good quality milk or rejecting it as sour milk.
- Good quality fresh milk is milk is manually tipped using the Can Tipping Bar into the weight Bowl. In the /weight Bowl milk passes through a Strainer.
- Milk from a batch of /cans from the /same society cumulatively weighing upto 500 kgs is weighed using the electronic Weighing Scale.
- The Weight Bowl bottom lid is then manually opened to lead the milk into the Dump Tank.
- Facility is provided for transmitting the weight data through a Rs 232 Data Transmission System for the data to be acquired by a PC system.
- No sour milk shall be received at the Dairy.
- Cans after unloading of milk is placed on the Can Drip Saver for complete recovery of milk and then placed in the Can Scrubber.
- Empty Cans are cleaned and sanitized using the Can Scrubbers and Can Steaming Block.
- Cans are manually placed, one each time in the can scrubber and then on the Can steaming block.
- Milk from the Dump tank and from the milk tanker is pumped through an inline strainer for removing coarse foreign particles.
- It is passed through a chillers for chilling up to 4(C)
- The process of chilling to 4(C) will arrest the bacterial growth in the raw milk.
- The chilled raw milk is taken into the raw milk storage Tanks.

Milk Processing

- As soon as the sufficient volume is received in the tank, simultaneous unloading of milk to the milk processing should commerce.
- Raw chilled milk is pumped to the milk pasteurization HTST Module.
- In the Milk Pasteurization Module first excess fat is skimmed out as 40-50% cream and homogenized prior to pasteurization.
- The temperature control of the pasteurization Module ensures the required pasteurization temperature and the thermal design of the Pasteurization Module ensures the right temperature for cream separation and homogenization.

- The milk is regenerative Heated prior to final heating and similarly cooled through the regeneration section prior to final chilling.
- In the event the pasteurization temperature is not reached or falls below the set temperature during processing, the milk is diverted back to the balance tank with an alarm indication,
- Solid Bowl cream separators has been included for the milk processing line.
- Separators will need to be manually cleaned when the sludge space in the bowl gets filled up.
- The stoppage interval of the milk separator and hence the pasteurizer will depend on the quality of the Raw Milk.
- Changing over to the stand-by-Cream Separator shall have to be done manually.
- For this Milk Pasteurizer will need to stopped, product pushed out and the system re-started after the required piping connections are done.
- Standardization of the milk of the fat percentage shall be done in the Pasteurized milk storage Silo by the desired mixing of the fully skimmed and partially skimmed pasteurized milk.
- SNF standardization is done by the addition of the required quantity of the Reconstituted milk to the pasteurized fresh milk, which should be pre-decided and calculated as per the days operations and production plan.
- Pasteurised milk would be processed to grades –Standardized, toned, double toned and full cream.
- Minor SNF correction of the various Pasteurized & processed milk grades to be done in the tanks.
- The types of milk to be processed in larger quantities shall be standardization milk and toned milk.
- The process time schedule chart shall be prepared as part of the plant engineering to arrive at the optimum operation of the dairy plant.
- Pasteurized and homogenized milk is stored in the pasteurized milk storage Silos.
- From the pasteurized milk Silos milk is transferred to the pasteurized milk Buffer tanks.
- From the buffer tank milk is fed to the pouch filling machine.

Butter-Ghee

- Surplus fat shall be removed as 40% cream and converted in to butter.
- All the butter would convert to Ghee as required.
- It is expected that about max 3000 kgs of 40% cream shall be surplus for conversion into Ghee. Preparation of the table butter is not required and considered with the present plant equipment.
- Excess fat separated out from the Cream separator as 40-45% cream shall be taken into the intermediate cream tank and then pasteurized in a PHE pasteuriser and stored in one of the cream storage tanks.

- The cream is transferred batch wise to the butter churn and the butter unloaded from the butter churn into the butter trolley and further manually loaded to the butter oil melting vat.
- The melted butter is taken to pre-stratification tank for separation of fat and water and the pumped in the batches into the Ghee boiler.
- From the Ghee boiler the prepared Ghee is then further handled in the Ghee line for Ghee settling, Ghee clarification and buffer storage.
- While the Ghee settling coarse particles shall be separated by gravity separation, in the Ghee clarifier the fine particles shall be removed to obtain clear Ghee.
- The Ghee shall be packed in pouches in the pouch filing machine.

Plant operations & control

- All operations of the plant shall be manually operated, controlled & monitored motors shall be operated by remote push button stations(RCP/PB's)
- The piping connections and the product / CIP route selection shall be manually controlled by a combination of the manual valves, flow plates and swing over bends.
- The CIP systems in itself shall automation with programmable PLC control as per specifications furnished.
- The object – route selection in the plant and accordingly the CIP piping connections in the field for the field for the forward pressure piping & the return piping shall be manually done by the operator.
- Storage tanks instrumentation: The four milk storage Silos, i.e. the 2 raw milk Silos and the two pasteurized milk Silos shall be provided with the level transmitters & digital temperature locally mounted on the tanks to get information on level & temperature.

Curd System

- To standardise in tank, pasteurise with holding, re-heat milk for manufacturing DHAI (SET CURD).
- Pasteurisation in batches of 2000L and 1000LPH.
- The milk will be processed in a modular pasteuriser of 1000LPH.
- Filled cup incubation and chilling & storage, it's manually transfer/ handling-facilities to be provided by providing by purchaser.
- Will be done by adding the required skim milk powder in the pre-pasteurisation mixing cum process tank.
- The tank will have the mixing facility in the form of a high speed agitator.
- Milk shall be pasteurised at 95(C) holding in vessel for 6 minute, pasteurisation at 95(C), regenerative cooling, chilling to 4(C).
- As give in the technical specification of the pasteurise module enclosed
- In the external PHE & in the 500 L jacketed process vessel.
- Hot water for heating duty here generated by hot water set.
- Pre-pasteurised chilled milk received at 4(C).++++

ANNEXURE – II

Battery Limits

A. Milk

Raw Milk:	In Cans on Can Roller Conveyor
Processed Milk	Pouch Milk in Crate

B. Water

Raw Water	Suction Flange of Water Softeners
Effluent:	Outlet Flange of Equipment

C. Steam and Condensates

Steam:	All steam pipeline to equipments in our scope is included
Condensate:	Outlet nozzle of all steam trap fitted on equipment

D. Air and Flue Gas

Air:	Suction Flange of Boiler FD Fan
Flue Gas:	Flue Gas Exit Flange of boiler Inlet of Chimney and Exit of Chimney

E. Electricity

Incoming:	Incoming Terminal of Main Change Over Panel

F. Cleaning Chemical

Inlet:	Inlet Flange of CIP Equipment
Outlet:	Outlet Flange of All Equipment

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Annexure - III

GENERAL TERMS AND CONDITIONS OF SALE OF GOODS

1. DEFINITION OF TERMS

In these conditions of sale, the words Exporter, Seller and Company shall mean "**Encon Consulting Engineers**" and the word buyer shall mean the other party to the contract of sale. The term goods shall mean the equipment or plant and machinery or part thereof which is the subject matter of sale. This transaction of sale is on a principal to principal basis.

2. VALIDITY OF OFFER

The seller's offer is valid for a period of thirty days only from the date of the offer, unless otherwise specified.

3. VALIDITY OF CONTRACT

The contract shall not be binding on the seller unless accepted in writing by a Manager authorized by the Company.

4. PRICE

* The price quoted is based on the terms and conditions for supply of goods / services as enumerated in the quotation. The seller reserves the right to revise the price consequent upon any modifications in the terms and conditions of supply and / or erection.
* The agreed price is ex-works, unpacked and exclusive of packing & forwarding charges, freight, sales tax, excise duty, Octroi duty and / or other levies or charges, if any unless specifically stated otherwise in the quotation. All such freight, taxes, duties, levies and charges, if applicable, shall be billed at the rates in force at the time of delivery and shall be paid before delivery of the goods is made.
* Packing and forwarding charges will be 3% of the price quoted.
* The price quoted is liable to be revised at any time by the seller after the period of validity of offer mentioned in Clause No. 2 above has expired, under intimation to the buyer.

5. PAYMENT

A) Advance

The advance received from the buyer against the order for the supply of goods or for rendering of any service, including erection and commissioning of the plant, shall be in the nature of an interest free advance for the due fulfilment of all the obligations of the buyer under the contract. In case the buyer fails to fulfil any of its obligations in the contract, including failure to make payment in time or failure to take delivery when called upon to do so by the seller or failure to provide the necessary infra-structural facilities for the commencement of the erection and commissioning of the plant by the seller, the seller shall, at its absolute discretion, be entitled to dispose off the goods at the best available price obtainable without any prior notice to the buyer and any shortfall that the seller may incur shall be met out of the said advance amount without prejudice to the rights of the seller to forfeit the advance towards any expenses incurred by the seller in connection with the order or recover further sums by way of interest or any special damages.

B) Terms of Payment

For Export Sale Over Seas.

I) For Supply

* 50% advance with the order. Buyer shall furnish appropriate forms / documents like Import Declaration Form in support of Govt. permission for import of goods in the country.

* Balance amount along with the Freight Charges prior to shipment or covered under Irrevocable letter of credit, duly confirmed by 1st class EEC / USA bank, freely negotiable through our banker M/S Saraswat Co Operative Bank Ltd, Karve Road Br., Nal Stop, Karve Road, Pune 411 004. India.

II) For Erection and Commissioning

* 50% advance with the order.
* Balance against fortnightly progressive bills, payable within seven days from the date of the bill.

C) Mode of Payment

All the payments due from the buyer to the seller shall be made by a Cheque or a Demand Draft drawn in favour of 'ENCON CONSULTING ENGINEERS ' and payable at par at Pune. All the payments made by the buyer shall be deemed to have been received by the seller only on realisation of the cheque and /or Demand Draft. All the bank charges outside India or that of buyer's bank shall be to buyer's account.

D) Overdue interest

If the buyer makes any default in payment of the price mentioned in the contract on the respective due dates, the buyer shall pay to the seller interest on such price at the rate of 2% per month or part thereof with quarterly rests. The payment of such interest shall be in addition and without prejudice to the right of the seller to recover any other charges or special damages from the buyer.

E) Payment Essence of Contract

All stipulations as to time of payment of the purchase price, or charges for erection and commissioning of the equipment are the essence of the contract.

6. DELIVERY

A) Unless otherwise specified, all deliveries will be ex-seller's works at Pune, Maharastra or their suppliers in or out side India.

B) Unless otherwise agreed, the delivery period shall start (or commence) from the latest of the following dates:

I) The date of receipt of the formal order with all clear technical and commercial details and clarifications, if any, required by seller.

II) The date of realisation of the advance payment.

III) The date of receipt of approved drawings and specifications, duly signed.

IV) The date of receipt of necessary import license, if applicable.

V) The date of receipt of signed agreement, if any.

VI) The date of receipt of confessional excise clearance certificate, if any.

C) The dates stipulated for delivery or shipment of goods either of the whole order or of any part thereof is only approximate.

The seller shall make its best endeavour to adhere to the delivery schedule but distinctly declines any responsibility in respect of any loss or damage, directly or indirectly, occasioned by any means through delayed delivery or non-delivery. In no case shall delay or non-delivery of the whole or part of the order be a valid ground for the buyer to reject or withhold payment for the goods. In all orders, agreements, correspondence and other documents relating thereof, the words month or "months" shall mean the English calendar month or months.

D) If the buyer fails to take delivery of the goods within fifteen days of intimation that the goods are ready, the seller may, at its absolute discretion, divert the ordered goods and intimate to the buyer a fresh delivery period and price for the goods which will be binding on the buyer. Alternatively, the seller will charge the buyer for storage, insurance and handing charges @ 2% of the value of the goods per month or part thereof commencing 15 days from the date of Performa invoice.

E) In all cases where the erection and commissioning of the equipment by the seller depends upon the provision by the buyer of the necessary infra-structural facilities for such erection and commissioning, any delay on the part of the buyer to so provide the facilities within the stipulated time shall entitle the seller, at its option, to repudiate the contract and/or claim special damages from the buyer.

F) Unless otherwise expressly agreed to by the seller, the goods against the order may be delivered either in one lot or in separate lots as may be convenient to the seller. Under no circumstances shall shipment or delivery of a part of the goods against the order be a valid reason for not taking delivery of or not making payment for goods offered for delivery against the order.

G) Where goods are delivered to the buyer and be refuses to accept them, the buyer shall be bound immediately return them to the seller.

H) Any delay in delivery of the goods or in the erection or commissioning of the equipment shall not entitle the buyer to repudiate the contract or claim any damages or interest or other charges in respect thereof.

I) The delivery of goods, erection of equipment and the entire execution of the order is subject to the seller receiving the necessary import license for imported raw materials & components, if any, required. It will also be subject to the availability of welding gases and power required by the seller for carrying on its normal manufacturing schedules.

J) The seller shall not be held responsible for delays in delivery of goods or erection and commissioning of equipment occasioned by the buyer not fulfilling its obligations under the contract.

K) Where delivery of goods is made ex-works, the seller may at the buyer's request (well in advance) and expense arrange packing and transportation of the goods to the destination indicated by the buyer on "Freight to Pay "basis. The seller shall not in such an event, be responsible for the sale arrival of the goods at destination nor be held liable for any breach or non-performance of contract by the carrier.

ENCON CONSULTING ENGINEERS 'and payable at par at Pune. All the payments made by the buyer shall be deemed to have been received by the seller only on realisation of the cheque and /or Demand Draft. All the bank charges outside India or that of buyer's bank shall be to buyer's account.

7. RIGHT OF RESALE

Irrespective of the fact whether the goods have been appropriated to the contract or not, the seller hereby expressly reserves its right of reselling the goods in case the buyer makes default in payment on the respective due dates or thereafter to take delivery of the goods.

8. PASSING OF RISK AND PROPERTY

The risk in the goods shall pass from the seller to the buyer the moment they are delivered by the seller to the buyer or to a carrier or other nominees (whether named by the buyer or not), but notwithstanding such delivery the property in the goods shall pass to the buyer only. Upon the buyer making full payment of the purchase price and / or the charges for erection and commissioning of the equipment to the seller. The seller reserves the right of disposal over the goods until full payment is made by the buyer. It is expressly clarified that the buyer has no right to dispose off the plant or equipment or any part thereof .

9. BANK COMMISSIONS / GUARANTEE CHARGES

All bank commissions and charges for bank and / or insurance guarantees concerning the order against this quotation will be to the 8buyer's account .

10. ERECTION AND COMMISSIONING

Please refer to separate additional terms enclosed.

11. VARIATION IN RATE OF CUSTOMS DUTY

The price includes the landed cost (CIF cost in rupees customs duty and clearing charges in rupees) of imported components at the current rate of customs duty. Any increase in selling price due to an upward revision in the rate of customs duty shall be to the buyer's account.

12. VARIATION IN RATE OF EXCHANGE

For Local Sale in India.

All the quotations are based on the present rate of exchange between the Indian Rupee and the currency of the country from which the goods are to be imported. Any loss suffered by the seller as a result of fluctuation in the rate of exchange at the time of remittance will be to the account of the buyer.

For Export Sale Overseas.

All the quotations are based on US $ currency rate prevailing on the date of offer. Any loss suffered by the seller as a result of fluctuation in the rate of exchange at the time of remittance will be to the account of the buyer.

13. SPECIFICATIONS

A) The information are based regards specifications of equipment given in the quotation or in any of the seller's publications, drawings, literature, etc., is only intended to present a general idea of the goods offered for sale. They are not binding on the seller in all minute details. The specifications are subject to reasonable alterations without notice.

B) The seller also reserves the right to make changes in the design of components or material which in the seller's/its principals' judgement are necessary or which are necessitated by the non-availability of raw-materials/components. Such changes are not likely to affect the performance specifications materially.

14. PART ORDER

The seller reserves the right to decline a part order. It also reserves the right to revise the prices of goods offered. In case the buyer decides not to place the complete order on the seller.

15. INSURANCE AND RISK IN TRANSIT

Unless otherwise stated in the contract, insurance of the goods will be effected by the buyer. However, the seller may at the buyer's request and expense arrange for the insurance of the goods on buyer's behalf against rail/road risks thefts, pilferage, non-delivery and strike, not and civil commotion including breakage and consequent leakage, wherever applicable from the time they leave the seller's godown unit their arrival at the destination . The cost of insurance is to be paid by the buyer over and above the contract price. In the event of any insurance claim, all formalities connected therewith will be carried out by the buyer. The transit insurance cover will lapse on the 7th day from the date of the arrival of the goods at destination. Thereafter the goods will be at the buyer's risk .

16. ORDER CANCELLATION

Order received and acknowledged by the seller shall not be subject to cancellation either wholly or partly for any reason whatsoever without the seller's written consent.

17. GUARANTEE

* In supply contracts, the goods sold will be guaranteed by the seller against faulty material and workmanship for a period of twelve months only from the date of supply. This guarantee shall be ineffective and inoperative in the event of the buyer failing to carry out regular / preventive maintenance of erection, or for a period of eighteen months from the date of delivery, whichever is earlier.
* Any manufacturing defect found during the guarantee period will be made good by the seller free of charge to the buyer by repair or replacement, at its option. the plant or buyer using raw materials and /or other utilities not in accordance with the required specifications or buyer not properly following the operating procedures and instructions prescribed by the seller.
* In supply and erection contracts, the equipment sold and erected will be guaranteed by seller against faulty material and workmanship for a period of twelve months to be reckoned from the date of completion of
* This guarantee does not extend to consequential or indirect damages or losses and will become inoperative if repairs, replacements and/or modifications are carried out by the buyer without the seller's approval in writing. It also does not cover normal wear and tear, routine maintenance, consumable items and electrical. This guarantee is given in lieu of and excludes any conditions of warranty, statutory or otherwise, not herein expressly set out.

18. GENERAL LIEN

The seller shall be entitled to a general lien on the goods in its possession under each contract for all Moines for the time being due to it by the buyer, both under the same contract and/or any other account and shall also be entitled to apply any Moines in its hands against any contract with the buyer to amounts due to it from the buyer under any other contract or contracts.

19. BOUGHT-OUT ITEMS

* When the buyer specifies any particular make of bought-out components, the seller shall not be held responsible for the quality of the same or for any delay in delivery of the bought-our components. Non-delivery of such components shall not delay payment for goods dispatched except of the cost of items not delivered.
* Where the components supplied are not manufactured by the seller, the buyer is entitled only to the benefit of any guarantee given to the seller by the manufactures in respect of the said components.

20. PACKING

Packing, if included in the seller's offer, whenever necessary, will be accordance with seller's standard practice.

21. GOVERNMENT INTERFERENCE

If fulfilment of part or the whole of the contract is or becomes affected by any regulations of any Government, all extra charges Incurred or caused thereby will be to the buyer's account, and any delay in delivery of the goods for such reasons shall not be any valid ground for cancellation of the contract by the buyer or for refusal to take prompt delivery of the goods when offered for delivery. The seller has the option of cancelling the contract if, it appears that owing to Government's interference delivery of the goods specified cannot be made.

22. WAR RISK

In the event of a war (whether declared or otherwise) or any political upheavals or any warlike acts, all additional expenses incurred on account of freight, taxes, insurance or any other charges shall be borne by the buyer. In such cases, the seller may at its own discretion cancel the order.

23. FORCE MAJEURE

The buyer shall not be entitled to take objection or make any claim if the manufacture or supply or shipment or transport or delivery of the goods is prevented or hindered or delayed by any shortage of material, indigenous or imported, port congestion, strike, lockout, other labour unrest, disorganisation of labour or of transport not civil commotion, accident at works, break-down of machinery, power cuts, inevitable or unforeseen events, embargo, restraint by state, force majeure, act of God, frost, fire, storm, tempest, flood, earthquake or any other cause of whatsoever nature beyond the seller's control .

24. CONTRACTUAL OBLIGATIONS

Notwithstanding anything stated or implied to the contrary in conversation and/or correspondence relating thereto, the seller's and buyer's mutual contractual obligations in respect of the contract is strictly limited to what is written and printed in this document. Amendments, if any, to the terms herein are to be expressly agreed to in writing by both parties in order to be valid.

25. DRAWINGS, PROCESS KNOW-HOW and OTHER TECHNICAL INFORMATION DOCUMENTS

Any drawings and / or process know-how and / or technical information documents provided by the seller to the buyer in connection with the execution of the contract shall be deemed to have been given only for operation of the goods and shall not be used for any other purpose.

26. ARBITRATION

All questions, disputes or differences whatsoever which may at any time arise between the parties hereto relating to any contract and whether as to construction or otherwise shall be referred to a single arbitrator in Bombay in accordance with and subject to the provisions of the Indian Arbitration Act.1940, or any re-enactment or statutory modification thereof for the time being in force. The award of the Arbitrator shall be made a decree of the court of component jurisdiction in Pune India.

For Encon Consulting Engineers

Dhimant Desai.

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Ref.: EC/DAD/L020/2017-18/SUA DATE: 7th August , 2017

Annexure – IV

GENERAL TERMS & CONDITIONS FOR ERECTION AND COMMISSIONING ASSISTANCE OF EQUIPMENT

1. SERVICES OFFERED: -

If the erection and commissioning assistance services, in respect of equipment, are offered by the seller. The scope include only supervision of,

a) Shifting (within 50 mtrs of actual location), de-crating, aligning, fixing to foundations, placing on foundations.
b) Connecting to pipelines and pipeline installation.
c) Connecting electrical and electrical installation.
d) Starting up and commissioning.

The seller's quotation is valid on the following conditions and presumptions:

i) The building and foundations must be ready in all respects for installation when seller's erection and commissioning crew arrives.
ii) Foundations must have been made as per seller's/manufacturer's drawings. All drawings for Electrical & Water will be made available to client within two weeks of contract.
iii) All floor drainage must have been made / installed.
iv) Lockage safe storage space for the storage of machinery, equipment, tools and spare parts must be available.
v) Office room with telephone must be made available for seller's use; also telex / fax facility, if available, free of cost.
vi) Water, electric power for connection of welding machines, drilling machines, etc., must be made available free of cost, within the building where erection is to take place. These facilities shall continue to be available till the erection and commissioning of the plant is completed.
vii) For starting up, all processing materials and utilities like water, steam, power, etc., should be supplied free of cost.
viii) Any SS pipe welding work required will be carried out by Encon technician with Nitrogen purge & finished to food grade dairy standard. Equipment & consumables required to carry out job will be provided by client.

e) Engineer's Passage cost up to Dar-e-Salaam / Nairobi City Port of Arrival in Kenya / Tanzania.
f) Overseas Medical Insurance.
g) 60 working hours per week basis. Three weeks max. with extension of one week.

EXCLUSIONS

a) All civil works, masonry, foundation, excavation, refilling, grouting, making holes in wall, ceiling etc. and plastering of insulated surfaces.
b) Work Permit Fees Applicable in Overseas Country.
c) Visa cost plus local travelling in overseas countries
d) Site lodging & boarding in accordance with the status of the team member.
e) Medical Expenditures for any minor aliment
f) All Hardware, Software and consumables.
g) Any unspecified cost during deputation.
h) Any other items not specifically mentioned in the equipment specification. The quoted price will not be valid if the erection and commissioning of the equipment cannot be taken up within the contracted time or having been started cannot be continued further for no fault of the seller.

2. SITE FACILITIES

The seller will not start the erection assistance work unless the building is ready, all equipment to be installed are made available at site and facilities like electric power, water steam and other essential utilities are made available at site. The buyer should also provide free living accommodation for erection and commissioning crew from commencement of erection till the plant is handed over to buyer.

a) All Food (Veg. and Non Veg) / Tea / Brake Fast shall be provided by free of cost to "Encon" team members.
b) Client to "Encon" team shall provide housing as per status, local travel all local expenses such as, personnel toiletries, free of cost.
c) All tools / tackles / consumable / Material and any other material other than supplied by Encon but required for completion of job shall be provided as and when required. "Encon" will within two weeks of signing the contract shall provide estimated list of Tools & Tackle.
d) Any loss of working time on account of non-availability of power, materials, tools, local manpower or any reasons beyond team's control shall be treated as losses to client's account.
e) All local help such as mechanical handling, unskilled / semiskilled worker shall be provided free of cost and shall be in sufficient in number and skill asked for by "Encon".
f) In an event of client's failure to adhere to any of the stipulated conditions mentioned here in or development of any adverse conditions either political or any security problem endangering team people, then site manager / engineer will have full rights to take decision deemed fit to ensure security of self and his team mate. Needless to mention that the decision of our team leader shall be final.

3. IDLE TIME

In case seller's erection / commissioning personnel are not able to proceed with their work due to non-availability of necessary infra-structure and facilities from buyer's side, additional charges towards idle time / re-deputation of erection / commissioning personnel will have to be borne by buyer.

4. NIGHT WORKING

The buyer will permit night working for the seller's erection and commissioning crew, if necessary.

5. APPROVAL/REGISTRATION

Any Government or other approval and / or registration of equipment required shall be undertaken by and be the responsibility of the buyer.

6. RECONDITIONING OF EQUIPMENT

Expenses, if any, on reconditioning, repair or overhaul of equipment stored for long periods due to delay in erection for no fault of the seller, shall be borne and paid by the buyer.

7. TRAINING

The buyer will provide necessary staff to be trained by the seller's erection / commissioning personnel for operating the plant. Any such training will be imparted only during the period of erection and commissioning Assistance. Operating manual will be supplied in English for all major equipments of the project.

8. SURPLUS MATERIAL

Any surplus material, including packing material and scrap, belonging to the seller will be cleared from site when handing over the plant.

9. INSURANCE

Erection insurance covering storage and installation of equipment will be arranged by buyer at its cost.

10. PLANT COMMISSIONING

On advance intimation of seven-days, necessary raw materials, services and packing materials, required to commission the plant are to be provided by the buyer.

11. TAKE OVER

Immediately after erection and commissioning is completed, the buyer will have to make arrangements to take over the plant from the seller's erection and commissioning crew taking over of the plant should not be delayed by the buyer for the reason that raw materials are not available for commercial production. The buyer is expected to put the plant to commercial use only after settling all the dues of the seller and issuing a formal completion certificate. The seller's guarantee of the plant will be inoperative if the plant will be inoperative if the plant is put to use without formal taking over. The seller's erection and commissioning crew would be withdrawn from site immediately after the plant is commissioned and handed over to the buyer.

12. SUB-CONTRACTORS

The seller reserves the right to appoint sub-contractors for any of the work.

13. FORCE MAJEURE

The seller's offer for erection and commissioning work is subject to force majeure contingencies and seller shall not be responsible for any delays which are due to circumstances beyond its control.

14. General

- The company rules and regulations for staff shall be applicable to the Encon team and are to be complied.
- The team shall observe all the security procedures as per company requirements.
- Client to arrange / provide lodging & boarding + to & from transport, appropriate to the status of team members.
- Client to arrange for appropriate Special Pass / Permit for the required period for all team members. Cost for such to be arranged & born by Client.
- Encon to arrange for the Medical Insurance & Accident Insurance for all team members at their cost.
- Immigration Clearance, Medical Check-up & local arrangements for creating the team plus their departure procedure to be arranged by Encon at their cost.
- Two Pair of Uniform + one each Helmet & pair of Safety shoes to be arranged by "Encon".
- All required liaison with overseas authority for Encon team to be organised by Client & Similarly for Indian authority it's to be arranged by "Encon".
- During this tenure "Encon" team members shall not be allowed to do jobs for any other outside company in that country and if required shall sign the rules & regulations for temporary employment.

For Encon Consulting Engineers

Dhimant Desai.