



Refcon Refrigeration Pvt. Ltd.
(Previously Refcon Technical Services)



Our Ref.: RRPL/2122/07271500 Revision R 0
Jan 20th 2022

M/s
Aakash Agro Farmer Producer Co Ltd
A/p Anvi Tq SILLOD Dist Aurangabad

Kind Attn : Shri Dilip Patel

**SUB : Supply and Installation of PUF panel Building Partions –
Detailed Quote**

Dear Sir,

Thank you for giving us an opportunity to offer our services for setting up the above facility for your product.

You will be pleased to know that Refcon has been instrumental in setting up similar facilities for a large number of customers – a few of them are below.



We have incorporated our years of experience and learnings into designing the facility for your specific requirement.



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Based on our discussions, please find attached a detailed techno-commercial offer for the supply and installation of the Cold Storage and Frozen Storage facility which includes the PUF Panels, Doors and Refrigeration equipment.

Kindly review it and feel free to ask for any clarification or further information – we will be very happy to provide this.

We trust that our detailed offer will meet your requirement and await your positive response.

Looking forward to providing you with the best available services.

With best regards,

Yashvin Jadav
CEO
+91 855 488 4257

Encl: Detailed Techno-Commercial Offer, with Terms and Conditions

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Address: Next to Gilani Compound, Near Amazon Warehouse, Sainath Nagar, Wadgaonsheri, Pune-411014.
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This detailed offer has the following sections:

- A) Specification of Equipment and Insulation for the Cold Storage
- B) Design / Layout of the Storage Facility
- C) Exclusions from the Scope
- D) Price Schedule – Equipment, Labour, Civil & Electrical
- E) Commercial Terms including Payment, Delivery and Validity
- F) General Terms & Conditions

A) Specification of Equipment and Insulation for Cold Storage

No.	Item	Particulars
1	Insulation Thickness	
1a	Partition	60 mm Thick PUF Panel for walls
1b	Ceiling	60mm Thick PUF Ceiling Panels
2	Density	40 (± 2) kg/m ³
	Insulation BOQ	
2a	One Set	Lot of insulation PUF panel 60 mm thick for external walls, partition walls, and ceiling with G.I. colour coated sheet both side for Density 40 (± 2) kg/m ³
2b	One Set	Lot of with Flashing material and fittings for side wall, ceiling and partition wall with corner and fittings
3	6 No	Manual Hinged doors 1000mm x 2100mm
4	One Lot	Consumables like Rivet, silicon material and PUF liquid

B) Exclusions from the Scope

The following are excluded from the above scope

- 1. All civil and masonry work required for Cold Room machinery
- 2. All kind of fabrication support, Platform Support, etc.
- 3. All electrical work up to the main panel board power supply
- 4. Electrical Power to each Outdoor Units
- 5. Outdoor Units to be kept at Second Floor Level to save energy
- 6. Loading and unloading of all material including Equipment and Panels
- 7. Safe Storage at Site
- 8. Electrical power supply and Water supply for all work including erection
- 9. Safety measures for workers



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10. All kind of Lighting Work

C) Price Schedule

Price Break Up		
Aakash Agritech - Building Partition and Ceiling in PUF		
Item	Basic Amount	GST Extra
Supply PUF Panel and Accessories 60mm for Wall partions and Ceiling with all accessories No Floor Insulation	1472962.00	
Qty : 500 Sqm		
Doors : 1000x2100mm - 4 Nos	Included Above	
Dock Leveler 1 No		
Labor Charges for PUF Panel	2,27,028	
Basic Total	1703990.00	
GST : 18%	306718.00	
Grand Total	2005988.00	

D) Commercial Terms:

- The quantity of the PUF panel is based on the above layout. Any deviation from this, based on final approved drawing, will be charged on actuals.
- GST will be charged extra, at applicable rates
- Transportation will be charged extra, on actuals.
- Delivery of Equipment will be done within 8-12 Weeks from the date of PO, based on Site Clearance.
- Payment for Equipment Supply: 30% Advance at the time of acceptance and placement of order. Balance 70% before dispatch or as demand by us.
- Payment for Labour Charges: 30% Advance at the time of acceptance and placement of order Balance 70% on pro-rata progress, on submission of running bills.
- All payments to be made by DD/RTGS.
- Validity of this offer for is 30 days from the date mentioned above.
- Other than the above, the General Terms and Conditions, attached, will apply.

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E) General Terms & Conditions

1. EH&S Clause:

The parties are aware that Carrier has an Environment Health & Safety (EH&S) management program to ensure safety of Carrier's personnel/s or of its service providers. The program lays emphasis on "Safety First!" initiative which mandates Carrier employees or its representatives to work only in Safe conditions at all times.

This includes but not necessarily limited to the following program:

- Fatality and Serious Injury Prevention – Working at Heights
- Fatality and Serious Injury Prevention – Working with Electricity

In order to enable Carrier or its service providers provide services in safe working environment, the Client must ensure the following:

2. Safe Service Access

Fall protection handrails at elevated locations. Provision of safe access to the elevated locations complete with safety ladders. Provisions related to Electrical works. Local electrical isolators to enable Lockout & Tagout procedure. Provision of electrical-safe-ladders (Fiberglass ladders for use while attending to electrical complaints).

3. Warranty:

Refcon warrants, to the original purchaser, each product to be free from defects in material and workmanship if installed and used in compliance with our installation and maintenance procedure. This limited warranty is effective for period of 12 months. This warranty is valid only after all financial obligations to Refcon have been paid. Carrier must be notified of any claim against this warranty within 120 days of the occurrence, with the stipulation that this notification is not made more than 30 days

4. Additional Clauses

Neither Party shall be liable to the other for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage, special or economic loss, cost liability which may be suffered by the other Party in connection with the PO terms and conditions./tender/contract/agreement.

5. Limitation of Liability

Notwithstanding anything contained or implied in the PO terms and conditions/tender conditions/ Contract/LOA to the contrary, our total cumulative liability whether under the PO terms and conditions/tender conditions/Contract/LOA in tort or otherwise in respect of any and all claims including claims for damages or losses which may arise in connection with the performance or non-performance under this Contract shall not exceed 10% of contract price (liquidated damages included as well).

6. Force Majeure

In the event of any failure, interruption or delay in performance of obligations resulting from acts, events or circumstances of force majeure, including but not limited to acts of God, natural phenomena including floods, earthquakes, epidemic, devastating fire, war declared/undeclared or war like situation, acts or regulations of any governments/governmental authorities, atmospheric conditions, breakdown of communication

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systems and suspension of trading, neither party shall be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the other as a result of such failure, interruption or delay.

7. Dispute Resolution

All disputes between the parties shall be referred to arbitration. The arbitration shall be conducted by single arbitrator, mutually appointed by the parties. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be Pune, The decision of the Arbitrator shall be final and binding on the parties. The arbitration shall be conducted as per the Rules of Indian Council of Arbitration.

8. Governing Law & Jurisdiction

(1) This Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties hereto shall be subject to and governed by the laws of India. (2) The parties hereby submit to the non-exclusive jurisdiction of the competent courts at Pune only.

9. Order Cancellations

Orders are not subject to cancellation, change, and reduction in amount or suspension of deliveries, except with our written consent and subject to our policy in effect as of the date of the most recent sale of Products hereunder and associated fees. Customer may elect to cancel a particular delivery of Product if we fail to deliver the Product as agreed upon; provided that the foregoing shall not apply during a force majeure event. Or consequence of cancellation/change etc. may be spelt out in the PO itself.

10. Price Escalation

Refcon shall have the right to increase prices in the event project is delayed for reasons not attributable to Refcon as may be mutually agreed. Any FX impact shall be charged as applicable at the time of invoicing. All statutory variations will be to the account of the customer.

11. Transfer of Title

The transfer of title and ownership of the said supplies will vest with the customer, the moment goods are delivered at site by Refcon and lorry receipt is acknowledged by customer's representative and this shall not be construed to take away the customer's liability in case of non-adherence to payment terms of this contract. The service contract/labor services shall be treated to be completed as on the date of commissioning of the project.

12. Interpretation

Notwithstanding anything contained herein to the contrary, terms and conditions contained herein shall prevail in the event of any dispute regarding interpretation between terms and conditions contained herein and terms and conditions in any other document subsequently executed between the parties.

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