

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Tender Reference No : 08/2023-24

E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city supply
Zone I Rt No 1,2

(Tender Notice No. : 1279 Dated 24.06.23)

E-Tender is invite by UDUSS Ltd. for the Tender work as detailed below:

SN	Particular	Description
1.	Tender Work (Transportation, Distribution & Cash collection work)	Milk transportation/distribution & Cash collection work for Udaipur city supply Zone I Rt No 1,2
2.	Tender Reference	08 / 2023–24
3.	Tender cost (Approximately in Rs)	40.0 lac
4.	Milk Supply Route	Udaipur City Supply Zone I Rt No 1,2
5.	Tender Period	Two Year
6.	Earnest Money (DD in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur)	Rs 80,000/-
7.	Tender form fees (DD in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur)	Rs 590/- (Rs 500+@18%GST)
8.	E-Tender processing fee (DD in favour of MD,RISL, Jaipur)	Rs 500/-
9.	Date for downloading E-tender form (from govt site http://eproc.rajasthan.gov.in)	From 26.06.2023 at 5.00 PM
10.	Last Date & time for uploading tender form & required documents	12.07.2023 up to 3.00 PM
11.	<u>Date & time of submission of Demand draft at marketing section for tender fee, EMD & E-tender processing fee in physical form alongwith bid submission confirmation copy.</u>	From 07.07.2023 to 12.07.2023 up to 3.00 PM (any working office day & time from 11.00 AM to 3.00 PM)
12.	Date & time of opening of Technical or Pre Qualification bid (Part-I)	Date 13.07.2023 at 11.00 AM
13.	Date & time of opening of Financial bid (Part-II)	To be informed later
14.	Tender Opening Place	<u>Udaipur Dugdh Utpadak Sahakari Sangh Limited,</u> Goverdhan Vilas, Ahmdabad Road, Udaipur

Note : 1. Tenderer should quote tender rate (in Rs/ltr, on the basis total sale qty of milk) inclusive of all taxes/expenses online in prescribed format (.xls BOQ format of PART II).
2. Tenderer should prepare all three demand draft's, only from their own bank account. If purchaser name mentioned on demand drafts will differ from tender party/firm name then demand drafts of that party will not be accepted.

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Important instruction for filling/uploading E-tender form & documents:-

(Only through Online procedure on e-procurement site <http://eproc.rajasthan.gov.in>)

Please read carefully the steps of submitting Tender form Online & also you have to follow instruction of e-procurement site for filling E-tender form. E-Tender form should be filled/uploaded separately in two parts, viz. PART I & PART II (unpriced & priced).

PART I : Technical & Pre-Qualification (Unpriced) Bid

Before Uploading UNPRICED TENDER, it should be ensured that all the Technical & Commercial details including conditions of contract & relevant documents etc. & Scan copy of Tender form fee, Earnest Money & E-tender processing fees (DD/payorder) are ready for uploading.

- (a) Interested party/bidder/tenderer can download tender form through Tender ID from official website <http://eproc.rajasthan.gov.in>.
- (b) Each & Every page of E-tender documents should be uploaded with Part I.
- (c) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document.
- (d) Tenderer who wish to participate in this tender should be registered on <http://eproc.rajasthan.gov.in> To participate in online tenders, tenderer will have to procure digital signature certificate (type III) as per information technology Act-2000 using which they can sign their electronic tender documents. Tenderer can procure the same from any CCA approved certifying agency. Tenderer who have a valid digital certificate need not procure a new digital certificate.
- (e) Tenderer shall submit their offer on line in electronic formats both for technical and financial proposal however Demand Draft for tender form fee, E-tender processing fee and earnest money should be submitted manually in the office of Tendering Authority (Udaipur Dairy, Goverdhan Vilas, Ahmedabad Road, Udaipur) before date & time of opening of technical bids as mentioned in tender notice. Scanned copy of Demand Draft should be uploaded along with Part-I of online bid.
- (f) In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- (g) Annexure-1 to Annexure-4 (separately enclosed at the end of tender document) regarding E-procurement process is the part of this tender document and Bidder will uploaded every signed page of this annexure with other tender document on Part-I.

PART II : Finanacial (Priced) Bid

1. The zone wise quoted rate (inclusive of all taxes/expenses) should be filled (in Rs per litre, on the basis of total sale qty of Milk) in prescribed format of PART II of tender form (.xls BOQ) only.
2. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

PART I

Technical & Pre-Qualification Bid

E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city supply
Zone I Rt No 1,2
(Tender Notice No. : 1279 Dated 24.06.23)

In case of incomplete information provided in Part-I or scanned copies of required documents are not uploaded with Part-I of tender, Part-II (financial bid) will not be opened or considered for finalization.

1. Name and full postal address _____
of firm submitting the application _____
Form (Block letters) _____

Phone No. _____ Mobile No. _____ Mail ID _____

2. Nature of Firm :- Proprietor / Partnership / Company / Others (Tick Any One ✓)
3. Tender fee detail:-
 - (i) Tender form fee :Rs. _____
In favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur
vide D.D.No. _____
Name of Bank _____
Branch _____
Dated _____
 - (ii) Earnest Money Details :Rs. _____
In favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur
vide D.D.No. _____
Name of Bank _____
Branch _____
Dated _____
 - (iii) E-tender processing fee :Rs. _____
In favour of MD, RISL, Jaipur
vide D.D.No. _____
Name of Bank _____
Branch _____
Dated _____

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Note :-

(अ.) आवेदन-फॉर्म ऑन-लाईन जमा कराते समय निविदाकर्ता यह सुनिश्चित कर लेवें कि उक्त निविदा कार्य से संबंधित सभी तकनीकी जानकारी एवं विवरण पार्ट-ए में पूर्ण रूप से भर दिये गये हो तथा चाहे गये दस्तावेज की छायाप्रति भी अपलोड कर दी गयी हो।

(ब.) (निविदादाता सभी तीनों डिमांड ड्राफ्ट केवल अपने खाते से ही बनवायेंगे, यदि किसी डिमांड ड्राफ्ट पर क्रेता का नाम निविदा पार्टी/फर्म के नाम से अलग होगा तो उस निविदादाता के डिमांड ड्राफ्ट स्वीकार्य नहीं होंगे।)

(स.) ई-निविदा भरने हेतु आवश्यक नियम/शर्तः-

- जिनके वर्तमान में दो अनुबंध (दूध वितरक/परिवहन, वितरण एवं राशि संग्रहण कार्य) विपणन विभाग में कार्यरत है। वे निविदा में भाग लेने योग्य नहीं होंगे।
- जिन ट्रॉसपोर्टरों/डिस्ट्रीब्यूटरों का एक अनुबंध विपणन विभाग में चल रहा है, वह किसी भी एक टेंडर कार्य हेतु निविदा फॉर्म भर सकेगा।
- यदि किसी भी नयी पार्टी द्वारा दो से अधिक निविदा कार्य हेतु निविदा फॉर्म भरा जाता है तो उस पार्टी के दो निविदा फॉर्म के ही डिमांड ड्राफ्ट ही स्वीकार्य किये जावेंगे एवं इससे संबंधित निविदाएँ ही अग्रिम टेंडर प्रक्रिया पूर्ण करने हेतु स्वीकार्य होंगी।

Note :-

(a.) Physical deposition of all three demand drafts (for tender form fee, E-tender processing fee and earnest money) should be submitted manually in the office of UDUSS Ltd, Udaipur before schedule date time as specified in tender notice along with bid submission confirmation copy.

(b.) Scanned copies of these three demand drafts should be uploaded with Part-I.

(c.) Tenderer should prepare all three demand draft's, only from their own bank account. If purchaser name mentioned on demand drafts differ from tender party/firm name then demand drafts of that party shall not be accepted.

(d.) Those transporter/distributor of UDUSS Ltd, Udaipur who already have two tenders in marketing section for milk distribution/ transportation work in Udaipur & Up-country market are not eligible to participate in the tender.

(e.) Those transporter/distributor who already have one tender in marketing section for milk distribution /transportation work in Udaipur & Up-country market is eligible for only one more tender work.

(f.) Maximum two tender work for milk distribution/ transportation work in marketing section shall be given to one tenderer/party at a time.

4. PAN CARD No :- _____

(Copy to be uploaded with Part-I)

5. AADHAR CARD No of person signing the tender form _____

(Copy to be uploaded with Part-I)

6. INCOME TAX RETURN of “last two Assessment years” 2020-21, 2021-22

(Copies to be uploaded with Part-I)

7. GST Registration No. _____

(Copies to be uploaded with Part-I)

8. FSSAI License No. _____

(Copies to be uploaded with Part-I)

9. Availability of insulated vehicle/s details:-

a. Model of vehicle should not be older than 2020.

b. The vehicle should be in the name of tenderer.

S.No	Registration no. & date of registration	Name of Owner	Model of vehicle	Vehicle Company Name	Capacity of vehicle in carrying nos. of crates
1					
2					

(copy of Registration certificate of required numbers of vehicles to be uploaded with part -I)

10. Work experience :-

Minimum two years experience of running milk supply vehicle/s (i.e. Milk Tankers, Milk & Milk product supply vehicle) in co-operative dairy industry.

Photocopies of experience certificate issued by dairy industry should be uploaded with Part-I. The existing transporter whose tender period is running from the last two years in marketing section of UDUSS Ltd. shall be eligible and need not upload any experience certificate.

Note :- Condition no 3 to 10 are mandatory, failing which Part II of that tenderer will not be considered or opened for finalization of E-tender.

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

General Terms & Conditions

E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city supply
Zone I Rt No 1,2
(Tender Notice No. : 1279 Dated 24.06.23)

1. The earnest money deposit of unsuccessful tenderers will be returned within three months from the date of opening of the tenders.
2. If successful tenderer is firm/company/partnership, then Power of Attorney in the name of signatory of the tender should be given.
3. Successful tenderer will have to complete all these requisite formalities :-
 - (i) Earnest money deposit of successful tenders will be adjusted towards the security deposit subject to the surrendering of the original receipt.
 - (ii) Execute an agreement in the prescribed form on stamp paper of Rs.1000/-.The expenses incurred for typing and stamping etc. of the agreement will be borne by the tenderer. Agreement stamp duty as per government norms will be applicable.
 - (iii) Deposit remaining part of total security as per ANNEX-A enclosed with tender form. **No interest will be payable on security deposit.**
 - (iv) Deposit Bank Guarantee (Valid for Thirty months from the date of commencement of tender) in a prescribed manner from the date of starting the contract. The amount of Bank Guarantee may be increased in future with the increase in volume and value of crates & milk.
 - (v) The earnest money/security money of the successful tenderer deposited with us will be liable to be forfeited, treating as liquidated damages in the case of any evasion, refusal or delay in work on the part of the tenderer in signing the agreement.
 - (vi) Deposit nominal membership fee Rs 100/-
 - (vii) The successful tenderer will have to deploy the desired insulated supply vehicle/s as per tender terms & conditions.
 - (viii) Successful tenderer will have to submit other required information related to this transport work such as driver (Name with complete KYC)/helper name with identity proof etc.
4. Even after execution of agreement, UDUSS LTD may at any time terminate the

agreement /Distributorship if the Distributor is adjudicated insolvent or enter into any agreement with the creditors or being a company, is wound-up voluntarily.

5. After issue work order successful tenderer shall be bound for smooth functioning of supply work of allotted Zone/route under guidance & direction of Marketing Section. If this supply work is not satisfactorily completed on daily basis then the suitable penalty shall be imposed by Authorized person of Udaipur Dairy & same shall be recovered from monthly transportation bill. In case the Tenderer fails to comply with provisions, services of tender and requirement, then assigned work shall be terminated without any explanation & security deposit shall be forfeited.
6. The Tenderer will not engage minor labour below 18 (eighteen) years of age under any circumstances. The Tenderer will further comply with the provisions of the any other acts or statute not hereinabove specifically mentioned having bearing over engagement of workers directly or indirectly for execution of work.
7. Tenderer should have proper office, telephone and mobile. Distributor will have to provide a mobile phone to distribution vehicle.
8. Tenderer should own proposed Vehicles to be deployed for distribution. Copy of Registration certificate of required numbers of vehicles to be uploaded with part -I. Otherwise tender form shall not be considered for the eligibility. The Registration Certificate (R.C.) of the vehicles presently engage in the Udaipur Sangh or other milk union for distribution/Transportation by the contractor is not considered valid against this job. Vehicle specified for the route/route shall not be engaged in any other tendered /work of Udaipur Dairy or other firm.
9. In case any of the document/information(s) furnished by a Tenderer are found to be false/forged or If any condition mentioned in the pre-qualification bid (which is must & separately enclosed at page no 4) is not be fulfilled by the applicant then the Tender form shall be rejected.
10. The tender period is for two years. Initially work order may be issued for one year and after reviewing performance of aforesaid contractor in this duration the work order may be issued for the 2nd year. The period can be extended for three months by the Managing Director & The contractor shall have to accept it on the same terms and conditions.
11. The distributor shall not assign or sublet this contract to any other agency/person/firm/ establishment.

After permission of management if transporter desires to transfer agreement in the name of another person then in this condition:-

- The permission for the transfer can be given at the discretion of the MD subject to minimum completion of six months.
 - One month prior notice shall be given to Sangh by tenderer for transfer of the work.
 - A transfer fee of Rs 25000/- shall be deposited by the tenderer in this office.
 - The other interested party shall fulfill all the eligibility criterion & have to complete all requisite tender formalities (including security & bank guarantee) & will have to abide all the terms & conditions of the tender.
 - if any special conditions will be imposed by the sangh, then applicable to both the parties & they have to accept this.
12. The management of Udaipur Dairy does not bind itself to accept and reserves the right to reject any or all the tenders received without assigning any reason thereof.
 13. Contractor will indemnify the Union in respect of all and any expenses arising out of injury to persons and damages to the structures or property & adjoining buildings. The contractor shall be responsible for the losses and damages done by his staff or vehicles & the cost of such damages may be recovered from his bills.
 14. Exces Loading, more than the specified loading capacity of vehicle by transport department is the responsibility of the tenderer.
 15. Tenderer should give in writing about the non deposition of payment by any agent. So as to stop the milk supply of that agent, the tenderer can't stop the supply at his own. The recovery of payment from the agent is the responsibility of the tenderer.
 16. The tenderer should give the receipt of the payment received from the agent.
 17. In case of failure or refusal to complete the work within the specified time, the Managing Director, UDUSS/Authorized Person has the right to engage other party for the services at his risk & cost. Further the Managing Director also reserves the right to terminate the contract in such circumstances and his security & bank guarantee will be forfeited.
 18. In the case of labour and/ or other strikes, the contractor shall make the necessary alternate arrangement of labour, vehicles etc. In case of the strike of Union employees the contractor labour shall not discontinue the work.
 19. Contractor has to be present himself or depute a responsible representative on regular basis between 11.00 AM to 3.00 PM so as to monitor supply & attend the complaints & manage smooth functioning of the supply system. He will keep regular liaison with dairy officials & will be available in office as and when required so that problem of booth agents in connection with reconciliation of supply /crates accounts etc. is done on the spot.
 20. The contractor will have to submit details of staff like driver with complete KYC of the staff.

21. The contractor shall be liable to pay ESI & PF for the workers employed for the work as the case may be & submit the proof of deposition. He shall comply with all the statutory acts/provisions. In case the statutory dues are not deposited by contractor, the Milk Union, Udaipur will deduct the same on monthly basis from their bills & deposit it to concern authority/department.
22. The contract will be liable to be terminated at the discretion of the Managing Director, Udaipur Milk Union at any time for the breach of the terms and conditions of the contract by the contractor. The Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Ltd, may also at his discretion enter into fresh contract for the remaining period of this contract with any other party at contractor risk & cost.
23. Any bribe, commission, gifts or advance given, promised or offered by or on behalf of the contractor whether with or without knowledge of contractor to any officers/employees or representative of Udaipur Dugdh Utpadak Sahakari Sangh Ltd., in relation to obtaining or executing the contract will be deemed as criminal offense and will result in the termination of the contract and all the losses will be recovered from the bills and security amount of the contractor.
24. The income tax and other statutory levies, deductions will be made from the bills of the contractor as per rules and regulations in force. Service tax or any other tax will be the responsibility of the contractor. Distributor will be solely responsible for all other legal/social obligations regarding fulfillment of the provisions of concerning acts (i.e. Transport Act, ESI / PF and other Acts) and rules made there under in respect of paraphernalia and infrastructure with him and he shall have to documentary proof of the same. In no case UDUSS LTD will be responsible for non-compliance of statutory laws by a distributor in this regard and in case liability is fastened on the UDUSS LTD, it will be recovered from the distributor's cash security and / or Bank Guarantee.
25. The contract shall be liable to be terminated at the discretion of Managing Director keeping in view the interest of the organization and for that no consequential losses will be given by this office in any condition.
26. The Managing Director keeps the power to delete, omit, add or include any term & condition in the contract & that will have to be followed by the contractor.
27. After successful completion of the contract, the security deposited will be refunded to the contractor after clearance of all dues like empty crates, milk sale amount etc. After releasing security, dues related matter of their tender period against booth agent will not be entertained.
28. In the event of failure on the part of distributor to pay for the consignment of milk., as per

agreement UDUSS, Ltd shall have the absolute right and discretion to stop further supplies and/or terminate the agreement /distributorship and/ or charge suitable penalty for such each incident and / or to recover consignment /dues amount from securities lying with UDUSS, Ltd besides taking resources to other remedies and proceedings available to UDUSS, Ltd in law.

29. All disputes and differences arising out of or in any way touching or concerning this work order whatsoever or any legal proceedings if necessary shall have to be lodged in courts situated at Udaipur, Rajasthan only.

I have read the instructions number 01 to 29 & Annexure-1 to Annexure-4 (separately enclosed at the end of tender document) for filling the tender form & accordingly tender form has been filled by me. In case of any discrepancy the tender have to be rejected & for that I will be responsible.

Date:

Place:

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Special Terms & Conditions

E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city supply
Zone I Rt No 1,2

(Tender Notice No. : 1279 Dated 24.06.23)

1. This Transportation/distribution of milk/ milk products & Cash collection work is for various authorized sale outlets of Udaipur city supply Zone I Rt No 1,2 . The list of authorized & other sale outlets/areas of that supply route - Udaipur city supply Zone I Rt No 1,2 is enclosed at ANNEX- B.
Udaipur Milk Union is not bound for the sale of minimum quantity of milk at Udaipur city supply Zone I Rt No 1,2 . The quantity of milk stated in the tender notice is approximate only.
2. The route/routes will be fixed by UDUSS LTD with power to decrease / increase, change /alter or modify the prescribed route/routes and number of outlets and timings as per requirement & circumstances.
3. The tenderer can not sale its specified contracted vehicle before completion of tender period, if it comes in the knowledge of sangh the tender may be terminated & security deposit be forfeited.
4. Suitable penalty may be imposed & the tender can be terminated if the tenderer deploys lesser no of vehicle than the specified.
5. Tenderer should submit a declaration letter stating list/ detail of tenders, routes names, no of vehicles, plying in Udaipur Dugdh sangh & Other Milk Unions. (Declaration on own letter head)
6. The distance of the route mentioned in the tender notice is approximate only and variable on either side. No additional payment shall be given in case the distance of route increases, however if the distance of the route varies by more than 10 %,the Managing Director, Udaipur Milk Union will be the sole authority to review the case and his decision will be final.
7. The distributor will start work immediately but not later than 20 days from the date of release of work order. The vehicle should be covered & insulated to protect from raise in temperature & weather surroundings. Condition of floor should have good finish to avoid damage of crates.

8. The distributor will have to transport & distribute the milk & cash collection work from Udaipur Dairy to different specified booths/sale points/ departments in Udaipur city supply Zone I Rt No 1,2 of Udaipur District as per given list (i.e. Trucksheet-which will be provided to vehicle staff on daily basis by marketing section). In future sale points can be added/deleted as per Milk Union's discretion and requirement & which is binding to contractor.
9. For this transportation, distribution and cash collection work, Udaipur Milk Union will pay monthly transportation charges to successful tenderer on total sale quantity of milk of that particular route/zone.
10. Distributor would also be required to take order from retail points/booth daily as per set procedure of UDUSS LTD and to submit it to the concerning Department. Ensure that the given daily sale transaction slip to vehicle staff should also be handover to agent on daily basis.
11. For supply of milk in congested city areas where the supply vehicle can not go, the contractor will have to deploy small Auto or Traditional Thaila to ensure timely supply of milk to these sale outlets at their agency point. No additional payment shall be made by Milk Union for this arrangement.
12. The distributor will have to collect the amount of milk from the agent, after showing truck sheet/Goswara or agents supply related statement slip (Demand Slip) of the day.
13. The distributor shall have to complete this supply work considering following points:-
 - (i) The distributor shall have to deposit amount for milk as under:
 - (a) For Udaipur city supply Zone I Rt No 1,2

Distributor has to deposit the value of milk & milk products in cash of preceding days supply (Physically lifted) as per sale statement of Marketing Section in the designated bank A/c of dairy and submit the bank deposition slip in dairy before 3.00 PM on daily basis.

For example- against supply physically lifted on 05-01-2023, Distributor will have to deposit cash (direct cash transfer or through electronic mode) in the designated bank A/c of dairy on 06-01-2023 and submit bank deposition slip on 06-01-2023 before 3.00 PM in Marketing Section.

Payment limitations:-

 - Distributor will have to deposit only less than Rs 2.0 lac cash/day directly in the designated bank A/c of dairy.

- Rest Sale amount (As per Daily Marketing Sale Statement) shall be transferred by distributor through their own bank account to designated dairy bank account.
- The mode of sale amount deposition may be changed from time to time & contractor should obey the instructions accordingly.

(b) In case of two consecutive Bank holidays the sale amount in cash will be deposited in dairy's cash section. (but not more than Rs 2.0 lac/party – whose name is registered for one or more than one routes/works in Udaipur Dairy)

(c) In case the distributor fails to deposit the full sale amount a penalty of 0.3% on the shortage amount shall be imposed on daily basis.

(d) The value of Milk in Rs to be deposited by the distributor shall be calculated with this procedure (Department amt will not be included)-

Value of milk (MRP) – Approved trade margin of Saras Agent/Dealer,

If milk products provided to retailers through this supply channel then products shall be handover to the distributor on prevailing distributor price & he will supply them to Saras retailer/dealers on retailer rates. The value of milk products shall also be deposited with milk amount.

Value of all milk products (MRP) – Approved total margin (distributor + retailer)

The distributor will deliver the milk to the Saras Agent/Dealer as below:-

Value of milk (MRP) – Approved trade margin of Saras Agent/ Dealer,

Value of all milk products (MRP) – Approved Retail margin of Saras Agent/Dealer

The trade margin will be decided by the Sangh. Any discrepancy in above shall be liable to be taken seriously, and may lead to termination of the contract.

14. The contractor will ensure to lift only good & intact pouches of milk in crates at dock and stack properly in supply vehicle and will be responsible for delivering the same in good condition at the booths/ Outlets. Leakage & return milk will not be entertained.
15. If the transporter/distributor is a regular defaulter in depositing the amount in accordance with terms and conditions of agreement (against crates & milk) the UDUSS, Ltd shall have the rights to terminate the agreement without giving any notice / compensation and the security deposit will be forfeited or the outstanding amount will be adjusted from his security and Bank Guarantee. For the outstanding crates which remain pending for more than one month, UDUSS will debit the amount of the crates at the prevailing purchase price of the crates. However if distributor bring back /deposit the outstanding crates for which amount has been charged, than deducted amount can be refundable /adjusted in party account @ the rate at which deduction

done.

16. The distributor shall supply milk only on the routes/Zone area assigned to the party and shall endeavor to cover 100% of the authorized/approved outlets include booths/shops institutions etc.
17. In case of institutional sales, the distributor shall have to collect the demand and supply along with the regular sale. The distributor shall raise the transportation bill of the milk supplied to the institutions at the approved rate on monthly basis in duplicate. If found discrepancy in quantity supplied from dairy and quantity received at institution, the amount for shortage quantity will be deducted from future transportation bills of distributor.
18. It would be the responsibility of the Distributor to deliver the milk and collect empty crates from retail outlets from the site of the booths/shop/parlours. The distributor would also be required to issue his printed receipt to retail outlets for qty. of milk delivered, cash received & crates collected from them to avoid any dispute.
19. In the event of any booth agent failing to deposit the amount, distributor with permission of UDUSS, Ltd may stop supply of Booth. Every day the contractor will intimate the marketing section about any due payment/crates against Saras Agents. In absence of that the contractor shall be solely responsible to recover the amount/crates from the agents.
20. UDUSS, Ltd shall fix the M.R.P, Trade margin of the milk& milk products from time to time and in no case shall the distributor sell milk & milk products to the retailer at a price higher than those fixed by the UDUSS, Ltd.
21. UDUSS, Ltd will provide time schedule for reporting of vehicles along with staff for loading at the Dock, delivery of milk at various points, total time to be taken for delivery of milk and for reporting back of the vehicles to the dairy. The distributor will be required to adhere to this time schedule strictly. Distributor will provide identity cards & uniforms to his staff as prescribed. Contractor will have to provide mobile phone facilities to their staff preferably to driver of the each vehicle and the same will be provided to marketing section to have better communication with the officials.
22. Any of the officers authorized by the Managing Director, UDUSS, Ltd will have the power to inspect vehicles at any time on the supply route. The staff of the Distributor will unload and reload the stock at the time of surprise inspection and no charges for this will be paid to contractor.
23. Once the distributor takes delivery of milk from UDUSS, Ltd the responsibility of the UDUSS, Ltd shall cease. The entire risk & reward relating to milk & other products has been transferred to distributor. UDUSS, Ltd shall not be responsible for losses relating to

transit loss, pilferages, weight loss etc. Further, UDUSS, Ltd is also not obliged to accept return of the milk sold to distributor. It is therefore up to distributor to ensure proper sorting of leakage/defective milk pouches before taking delivery.

24. The Distributor shall be responsible for the timely distribution of total quantity of the milk and safe delivery at each outlet. If the distributor fails to deliver full quantity of milk dispatched from the Dairy in time on all or any of the booths or supplies is not made in requisite quantity, UDUSS, Ltd shall have the right to impose penalty. Similarly if this delay deteriorates milk and distributor sells it to retailers then the cost of the same will be recovered from the distributor and passed on to retailers with or without a penalty on distributor.
25. The Distributor shall ensure that the vehicles used for delivery of milk shall have properly insulated loading space, in good running condition and mechanically fit so as to ensure safe delivery of milk to all the outlets. UDUSS, Ltd has right to check the proper insulation of vehicles time to time by the officer's & employee authorized by the Managing Director. The trucks should have full body and plain surface for painting of advertisements.
26. In case of distributor using lesser no of insulated vehicles or vehicle not conforming to the prescribed specifications for distribution of supplies than a suitable penalty may be imposed and or the agreement can also be terminated.
27. If the distributor's vehicle does not take delivery/ report at the Udaipur dairy or any other specified place at stipulated time, UDUSS, Ltd will be free to make alternative arrangements for the distribution of milk without payment of any compensation to distributor. In such arrangements extra expenditure incurred will be recovered from the distributor with or without a penalty.
28. It would be the responsibility of the distributor to properly maintain the paint on their vehicle engaged in the distribution of milk, if the paint of the vehicle is faded/scratched then it is the duty of the distributor to immediately get it repainted as per approved design. Faded/scratches vehicles will not be allowed to leave for supplies. Painting/ Repainting cost shall be borne by Distributor.
29. If UDUSS can install the GPS System in the vehicle of the distributors. It shall be the duty of the distributor to maintain the instrument installed in the vehicle. If any disturbance/ changes made/observed in installed GPS System, A penalty of Rs. 100/-per day can be imposed on the distributors. In case of damage to the instrument the entire cost of the new GPS instrument will be recovered from the distributor including installation charges if paid.

30. GPS system needs to be install in the vehicles by the contractor & all expenses of that shall be borne by the contractor.
31. In case of any pilferage /excess loading of milk / crates or any other property of UDUSS, Ltd while obtaining delivery and during distribution work by the distributor or his staff the same will be viewed seriously. In such case the distributor will be panelized for first time it would be **ten times** of the Market value of such goods. Repetition of such pilferage then agreement shall be terminated without notice and security amount shall be forfeited.
32. In no case the distributor or his staff shall temper with the milk of UDUSS, Ltd In such case the UDUSS, Ltd is authorized to impose heavy fine or terminate the agreement and recover the loss from the distributor who will always be responsible for the acts of his employees.
33. UDUSS, Ltd reserves the right to get the vehicle painted, being used for milk distribution, as per approved design and distributor shall have no objection over this and distributor will bear the painting cost. **The Route No. & Route name must be painted on the vehicle.**
34. UDUSS, Ltd will not be responsible for any challan of the vehicle under motor vehicle act or for any other offences committed under any law for the time being in force by the driver of the vehicle or any other person/persons or by the distributor. The UDUSS, Ltd will not be liable for any other liability imposed by any court of law/authority/state or local body or any other statutory authority for any violation of the law committed by the staff engaged on the vehicle or by the distributor while the vehicle is used for the work of UDUSS, Ltd during the pendency of this agreement. All the legal formalities to keep the vehicles on the road will be the responsibility of distributor.
35. Normal dispatches; and arrival time of vehicles would be prescribed by the UDUSS, Ltd that can be varied as per requirement of UDUSS, Ltd for proper distribution of milk.
36. In case of any quality related complaint of milk & milk products received from more than one retail outlet or in this matter instruction given by dairy marketing official's then it is the duty of distributor to lift the same and deposit in the plant, as soon as possible for this no extra charges will be given.
37. Distributor may note that milk is highly perishable product; hence it has to be delivered to the retailer within the time schedule prescribed by the UDUSS, Ltd based on the requirement of retailers/consumers. According to the prescribed time schedule, if any transport vehicle late delivered of milk on saras outlets or long stoppage taking during supply work, then heavy penalty shall be imposed on respective transporter.

38. The vehicle used for this supply work should not be older than 2020 model.
39. Milk would be supplied to distributor in returnable plastic crates. Distributor shall return all the crates of previous supply to UDUSS before taking next supply. On daily basis record outstanding crate of any route is above permissible limit (fixed by marketing section authority time to time) then Rs 0.25 per crate per day penalty shall be imposed which will be deducted on monthly basis for transportation bill. At the end of month, Cost of short deposited crates on permissible limit would be deducted from Distributor's transportation bill.
40. If any sales promotion schemes would launched by Udaipur dairy during the tender period for distributors/retailers/consumers, than distributors will lend their full support for successful implementation of the schemes and disburse the incentive amt to Saras Agent as per detail & instruction given by Marketing section.
41. Tender can be terminated any time by Milk Union, if contractor or his staff is found involved in any criminal/unwanted activites and he will not be allowed to participate in any tender/ activity of Milk Union, Udaipur in future.
42. In case, if management feels that there is a violation of interest of the organisation, Managing Director can terminate the tender/work order without assigning reason thereof.
43. Tenderer will not be allowed to participate in any tender/work, if there is any court case/ enquiry is pending in court/legal institutions/ Police Station till finalization/decision of concerned court/legal institution.
44. If any distributor indulged in selling the milk & milk products of competing brands, it will be viewed very seriously by the management of Udaipur dairy & the agreement may be terminated.
45. Any worker/driver of distributor is found misbehaving with staff /security/ booth agent/retailer personnel, it shall be viewed seriously. Contractor will be penalized and the entry of his concerned staff will be banned.
46. The distributor will obtain supply of milk from the designated place and supply it to various retail points. The distributor vehicle which passes from new toll post, which were not there at the time of opening bid, the amount of monthly pass/ receipts for toll charges for the tendered vehicle will be reimbursed on production of toll receipt or certificate. Existing toll post charges are (if applicable) inclusive in the rate offered at the time of tender.
47. After completion of contract with party, it shall be the responsibility of the party to remove the Saras painting from their vehicles. Bank Guarantee & cash security shall be released only after verification of removed of Saras painting.

48. The contractor will not carry any other person or material in his vehicle that is not concerned with the Union. Authorized officer/person will have the power to inspect the vehicles at any time en-route or while loading. The Contractor is required to stack the crates in countable position.
49. In case of late or non-delivery of the milk due to break down or any other reason on the part of the contractor whatsoever, the contractor shall be responsible for the losses of milk remaining unsold or for the sourage, curdling etc. The reimbursement will be made after deduction @ 15%, 75% and 100% of cost of the prevailing MRP of milk for sweet milk, sour milk and curdled milk received respectively. The milk will not be returned to the contractor and no payment for plying of vehicle will be made for such trip.
50. The contractor will bear all expenses of petrol, diesel, oil, grease any other lubricant, material or articles required to run the vehicle.
51. In case the price of the HSD increases/decreases in future by Rs 1.00 per litre or more, the Union will increase/decrease the transportation rates per lit/ per km taking into consideration that the average of the vehicle deployed for the purpose will run 12 km per litre for 250 crates capacity of insulated vehicle. The running kilometer of concerned Zone/routes, capacity of the vehicle will be taken as per Annex-A. The contractor shall be bound to except any changes in this policy of increase/decrease fuel prices by UDUSS ltd, Udaipur. Price revision clause shall be applicable only for HSD vehicles for alternate fuels, rate revision shall not be considered for price revision.
52. Maximum stocking of 10 crates should be allowed in loading the insulated vehicle.
53. The tender may be terminated with immediate effect if the tenderer is found to be involved in dairy related business (Milk/Milk products, manufacturing & distribution) of another brand.
54. At the time of festivals, special occasions or any duration , if the milk supply increases, the contractor will have to deploy additional vehicle/s as per the requirement & instructions of marketing section to meet the additional demand of the agents & for this no additional payment shall be made to the contractor.
55. Tenderer should collect the empty polythene pouches from the retailer/agents & deposite them in the store of Udaipur Sangh.
56. Successful tenderer who has not deposited previous dues in Sangh, will not be given the work order, till deposition of the dues.
57. The agreement can also be terminated without notice, if the system of distribution is changed at any time during the operation of the agreement and no compensation shall be payable on account of such termination.

58. Transaction with distributor is on **principal-to-principal basis**. However, the various terms as stated in various places of these terms & conditions are mentioned only relating to rules of business and safeguard the interest of consumers ultimately. In the interest of consumer if any modification is required in the terms and conditions of distribution, same can be done by UDUSS LTD with prior notice of 7 days to distributor and that condition shall be made effective after expiry of stipulated period and will have binding effect on distributor.
59. The distributor shall be liable to reimburse any expenses or losses to UDUSS LTD caused due to acts of distributor or his staff after taking delivery of goods for distribution in terms of agreement.
60. The distributor will provide identity card, uniform to his staff. In absence of same staff may not be allowed in dairy.
61. All disputes and differences arising out of or in any way touching or concerning this work order whatsoever or any legal proceedings if necessary shall have to be lodged in courts situated at Udaipur, Rajasthan only

I/we have read & understood all terms and condition s no. 1 to 61 of tender carefully and I/we agree to all abide by all terms and condition. I further declare that if any wrong information is submitted by me than the tender may be liable to be cancelled.

Date:

Place:

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

PART II

Financial/Price Bid

E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city supply
 Zone I Rt No 1,2
 (Tender Notice No. : 1279 Dated 24.06.23)

(This format is used for reference only)

Itemwise BoQ

Tender Inviting Authority :- Udaipur Dugdh Utpadak Sahakari Sangh Limited, Udaipur

Name of Work :- Transportation/distribution of milk & Cash collection work for city supply Zone I Rt no 1,2

Contract No. :- 08/2023-24

Bidder Name :	
---------------	--

PRICE SCHEDULE

(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender, bidders are allowed to enter the bidder name and values only)

Number #	TEXT #	TEXT #	Number #	TEXT #	Number #	Number #	TEXT #	
Sl. No.	Item Description	Item Code/Make	Quantity	Units	Rate in figure To be entered by the Bidder Rs/Litre (Inclusive of all taxes/expenses)	Total Amount With Taxes	Total Amount In Words	
1	2	3	4	5	13	54	55	
1	Transportation/distribution of milk & Cash collection work for city supply Zone V Rt no 9,10							
1.01	Transportation charges (On total sale quantity of milk)	Milk	1	Litre			INR Zero Only	
Total in Figures								
Quoted Rate in Words		INR Zero Only						

- Note :-**
- ☑ The quoted rate in Rs per litre (on the basis of total sale quantity of milk) in above format shall be directly feed online in to columne no 13 of BOQ format (*.xls format of part ii of Tender document) by the tenderer.
 - ☑ The offered rate by the tenderer should be inclusive of all taxes/expenses.
 - ☑ GST and other statutory liabilities if any shall be responsibility of the tenderer.

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Annex-C

DECLARATION/ UNDERTAKING

Tender Work : E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city
supply Zone I Rt No 1,2
(Tender Notice No. : 1279 Dated 24.06.23)

Name of Tenderer :

I/ We hereby declare

- that my/our Tender rates for the above stated work shall remain valid for a period of 3 (three) months from the date of opening. In case of our revoking or cancelling the Tender within the validity period, UDUSS Ltd, Udaipur is entitled to forfeit the Earnest Money Deposit paid by us along with the Tender.
- that my firm is not black listed by any organization.
- No criminal case is pending against me/my firm.
- I do not have any blood relation with UDUSS Employee's (dairy employees/ official's /BOD's member)

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Annex-B

Tender Work : E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city
supply Zone I Rt No 1,2
(Tender Notice No. : 1279 Dated 24.06.23)

Udaipur City Supply Zone Area I Rt no (1 & 2)			
1	No of insulated vehicle to be deployed		02
			01- 250 crates (Minimum)
2	Total distance of Zone -I (To & Fro for Morning & evening shifts)		110 km
3	Approximate quantity for Zone I		5500 litre/day
Outlet			
SN	Agency Name	SN	Agency Name
Route No 01			
1	Fatehprakash Edr	3	Under Birze Sewashram
2	Fatehprakash Jagmandir	4	Panerion Ki Madri A
3	Shiv Niwas Palace	5	Sec No. 4 E
4	Shiv Niwas Palki Khana	6	Sec No 4 A
5	Janana Mahal	7	Om Grocery
6	Dev Rageshwari Ashram	8	Sec No 4 B
7	Fateh prakash Palace	9	Mahaveer Colony B
8	Rajdarshan Hotel	10	Fern Residency
9	Udai Kothi	11	Sec No 3 B
10	Udai Vilas	12	Sec 4 LIC Quarter
11	Rockwood Palace Resorts &	13	Sec No 3 A
12	Lakend Hotel & Motels	14	Bhawna Juice Center
13	Hotel Hill Top	15	Sec No 5 A
14	Laxmi Vilas Hotel	16	Sec no 5 Parlour
15	State Hotel	17	Mangal Chai Ghar Sewash
16	Circuit House	18	Doorsanchar Colony
17	Fatehsagar	19	Gayatri Nagar B
18	Saisagar Café	20	Pacholiya Provision Store
19	Naveen Aturalaya	21	Shanti Nagar
20	Rasayanshala	22	New Vidhya Nagar
21	Hindustan Zink	23	Hanuman Nagar
22	General Hospital	24	Sevashram
23	Janana Hospital	25	Pride Hotel,Udaipur
24	Blood Bank	26	Shri Ratan Food
25	MMCF Mess / MMCF Staff	27	Shri Ganesh Milk Parlour
26	Shiksha Bhawan (ba 2122)	28	Setelight Hospital
27	Lack Palace	29	Prakesh kirana Store
28	Regenta Central Udaipur	30	Bappa Rawal Nagar
29	Restaurant Ambrai	31	MDS School
30	Milk ATM Dairy Parisar	32	Vijay Kirana Store
31	IH India Heritage Hotel	33	Joshi Store
32	Hospital Canteen	34	Ambedker Colony
33	Sunil Bros Unit-2	35	Kaneriya Milk Parlour
34	L P H M	36	Choudhary Hospital
35	Taj prakash Palace	37	Kosmo Point
36	Shiv Niwas Palace EDR	38	Nature Cart Agency
37	Vishnupriya Hotel	39	The time pass
38	Garden Hotel	40	Sec 3 BSNL Road
39	Ayurvedic Anusandhan	41	Trivedi Saras Parlour
40	Govt. Ayurvedic Collage	42	Divine Parlour
41	Railway Station Road (ba1)	43	Narayan Sewa Sansthan Se
Route No 02			
1	Bheru Upbhogta	44	Chunginaka Manwakheda
2	Sec 7 Bheru Ji Mandir	45	Ranawat Poultry Farm
		46	Shiv Dwarika gen store
		47	
<p>Note :- 1. If new saras outlet (Agencies) are opened in this zone/route in future, the contractor shall bound to supply milk to them.</p> <p>Note -</p> <p>2. Sale quantity of the zone is only an approximation, that can be increased/decreased according to performance of tenderer. During the entire tender period Shifting of Outlets/departments with other routes/zone can be done for smooth functioning of supply system. The contractor shall bound to accept the changes/alterations.</p> <p>3. For supply of milk in congested city areas where the supply vehicle can not go, the contractor will have to deploy small Auto or Traditional Thaila to ensure timely supply of milk to these sale outlets at their agency point. No additional payment shall be made by Milk Union for this arrangement.</p>			

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Annex-A

Tender Work : E-Tender for Milk transportation/distribution & Cash collection work for Udaipur city
 supply Zone I Rt No 1,2
 (Tender Notice No. : 1279 Dated 24.06.23)

Milk supply routes detail for City Supply Zone I Rt No 1,2 :-

Zone/Route	Tender Cost (Approx)	Per day Proposed Supply Qty of Milk (Approx)	Approx. km (To & Fro)	Insulated Vehicles (02 No)		Cash Security Rs in lakh	Bank Gaurantee Rs in lakh	Total Security Amount (Rs)
	(Rs In Lakh)	(In Litre)		Capacity (In Crates)	Model not older than			
Zone I Rt no 1,2	40.0	5500	110 km	Two Vehicle having 250 crates capacity (crate stacking should not be more than 10)	2020	Rs 2.0	Rs 9.0	11.0 lakh

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Annexure - I

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.

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

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:

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

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.

(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.

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

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

UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED
GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

Annexure - 4

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.

