

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

गोवर्धन विलास, अहमदाबाद रोड, उदयपुर

फोन : 2640258, ईमेल: saras@milkunionudaipur.com, sarasmilkunionudaipur1983@gmail.com

निविदा प्रपत्र

1	निविदा का नाम	-	TENDER FOR CERTIFICATION MAINTENANCE SERVICES FOR FSMS ISO 22000: 2018 SERVICES
2	निविदा की अनुमानित लागत	-	रु. 3.50 लाख
3	अरनेस्ट मनी (अमानत राशि)	-	रु. 7,000/- का डी.डी. (सात हजार रु.) उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में
4	निविदा शुल्क	-	रु. 590/- (inclusive GST@18%) का डी.डी. (अक्षरे पाँच सौ नब्बे रुपये) उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में
5	निविदा फॉर्म प्राप्त करने का दिनांक एवं समय	-	26.03.2025 समय दोपहर 02:00 बजे से
6	भरे हुए निविदा फॉर्म, निविदा शुल्क व अमानत राशि भौतिक रूप से संघ में जमा कराने की दिनांक एवं समय	-	17.04.2025 समय दोपहर 02:00 बजे तक
8	तकनीकी निविदा खोलने की दिनांक एवं समय	-	18.04.2025 समय प्रातः 11:00 बजे
9	निविदा खोलने का स्थान	-	Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur, Goverdhan Vilas, Sec. 14 , Ahmedabad Road, Udaipur 313002 (Raj.)
10	वित्तीय निविदा खोलने की दिनांक व समय	-	बाद में सूचित किया जावेगा।

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परिशिष्ट : I

निविदा स्वीकृति पत्र (फर्म/एजेन्सी के लेटर हैड पर दिया जावे)

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

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

महोदय,

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

उपरोक्त की सहमति स्वरूप निविदादाता के हस्ताक्षर मय मोहर

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परिशिष्ट – II

—: शपथ पत्र :—

(500 रुपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर)

मैं पुत्र श्री
स्थायी पता
मोबाईल नं. ई-मेल आई. डी.
सत्यापित करता हूँ कि—

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

निविदादाता के हस्ताक्षर मय मोहर

नाम (आवेदक)

स्थान

दिनांक

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परिशिष्ट – III

भाग – अ “तकनीकी निविदा”

1.	निविदादाता / फर्म / व्यक्ति / संस्था का नाम	
2.	प्रोपराईटरशिप / पार्टनरशिप	
3.	निविदादाता का स्थानीय पता (मय टेलीफोन / मोबाईल नम्बर) (ई-मेल आई.डी.)	
4.	अमानत राशि रु. 7,000/- (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)	बैंक ड्राफ्ट संख्या / C.R संख्या दिनांक बैंक का नाम राशि
5.	निविदा शुल्क रु. 590/- (inclusive GST @18%) (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)	बैंक ड्राफ्ट संख्या / C.R संख्या दिनांक बैंक का नाम राशि
6.	निविदादाता का स्थाई पता (साक्ष्य के लिए आधार कार्ड की सत्यापित प्रति)	
7.	निविदादाता / फर्म का पैन नम्बर (फोटो प्रति अपलोड करें।)	
8.	निविदादाता का जी.एस.टी.नं. की प्रति अपलोड करें।	
9.	स्वयं द्वारा हस्ताक्षरित केन्सल चैक अपलोड करें। (निविदा अस्वीकृत होने की स्थिति में ई.एम.डी. लौटाने हेतु)	
10.	परिशिष्ट – I के अनुसार निविदा प्रपत्र के नियमों एवं शर्तों पर सहमति ।	
11.	परिशिष्ट – II शपथ पत्र सहित	
12.	संलग्न शर्तों पर सहमति स्वरूप निविदादाता द्वारा आवेदन प्रपत्र के प्रत्येक पेज पर हस्ताक्षर कर अपलोड करें।	
13.	निविदादाता को BIS certified organization के साथ कार्य करने का अनुभव होना आवश्यक है।	
15.	उक्त टेण्डर कार्य का अनुभव प्रमाण पत्र (फोटो प्रति) अपलोड करें।	
16.	निविदादाता की फर्म ISO 9001 सर्टीफाईड होनी आवश्यक हो जिसका प्रमाण पत्र / सर्टीफिकेट्स संलग्न करना आवश्यक है।	
17.	निविदादाता को अपने professional Experts & Auditors (Preferably Dairy Experienced Professional) की लीस्ट संलग्न करना अनिवार्य है।	
18.	निविदादाता को गत वित्तीय 3 वर्षों की ITR clearance होना अनिवार्य है साथ ही बेलेन्स शीट एवं पिछले 3 साल में लगातार टर्न ओवर 30 लाख होना चाहिये जिसकी प्रति संलग्न करना अनिवार्य है। संलग्न करें (2020-21, 2021-22, 2022-23)	
19.	साझेदारी फर्म होने पर पार्टनरशिप हिस्सेदारों का अनापत्ति प्रमाण पत्र	
20.	Whether experience in past performance on work of similar Nature the past Two years.	
21.	आर. सी.डी.एफ के किसी भी ईकाइ/कॉर्पोरेटिव डेयरी में उक्त कार्य का अनुभव होना आवश्यक है। प्रमाण पत्र (फोटो प्रति अपलोड करें।)	

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

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निविदा प्रपत्र भरने के लिये अनुदेश, शर्तें एवं आवश्यक निर्देश

1. निविदा साफ शब्दों/अंकों में भरी होनी चाहिये एवं किसी प्रकार की कांट छाट नहीं होनी चाहिये।
2. संघ में कार्यरत अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य स्वयं नजदीकी रिश्तेदार निविदा में भाग नहीं ले सकेंगे।
3. निविदा के साथ निर्धारित अमानत राशि को डी.डी./पे-आर्डर के रूप में जमा कराने पर ही निविदा मान्य होगी अन्यथा नहीं।
4. सामान की समस्त दरें टेक्स पेड है या अतिरिक्त है उल्लेख करे अन्यथा टेक्स पेड माना जावेगा।
5. निविदादाता निविदा फार्म को ना तो किसी को बेच सकेगा एवं ना ही किसी अन्य को हस्तान्तरित कर सकेगा।
6. सफल निविदादाता को रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर दोनों पक्षों के बीच अनुबन्ध पत्र भरकर नोटरी पब्लिक से प्रमाणित कर अपने खर्चे पर प्रस्तुत करना होगा।
7. निविदादाता अयोग्य, ब्लैक लिस्टेड, अवयस्क, डिफाल्टर व न्यायालय से दिवालिया घोषित नहीं होना चाहिए।
8. अनुबन्धकर्ता द्वारा अनुबन्ध की शर्तों का पालन ना करने, क्रयादेश की शर्तों का उल्लंघन करने की दशा में प्रबन्ध संचालक अनुबन्ध निरस्त करने हेतु अधिकृत रहेंगे, ऐसी दशा में अनुबन्धकर्ता संघ से कोई हर्जाना क्लेम नहीं कर सकेगा। संघ प्रबन्ध संचालक इस परिस्थिति में संघ को होने वाली क्षति की पूर्ति अनुबन्धकर्ता के बकाया क्लेम्स से कर सकेंगे एवं धरोहर राशि जब्त की जाकर पार्टी को ब्लैक लिस्टेड कर दिया जावेगा।
9. किसी भी निविदा को आंशिक/पूर्णतः बिना कारण बताये अस्वीकृत करने का अधिकार प्रबन्ध संचालक के पास नीहित रहेगा।
10. निविदा फार्म भाग-अ में योग्य पार्टी का वित्तीय भाग-ब खोला जावेगा।
11. अनुबन्ध अवधि के मध्य सरकार द्वारा कोई नया कर लगाया जाता है तथा पार्टियों को यदि अतिरिक्त कर भार होता है, तो विचार किया जाकर उचित निर्णय का अधिकार प्रबन्ध संचालक को होगा, जो सभी पार्टियों को मान्य होगा।
12. Bidder should submit the list of team of professional experts and auditors experienced in dairy sector.
13. Bidder should submit List of Clients. Bidder must have handled more than 100 nos of Certification Projects cumulatively related to Iso 9001/ ISO 22000 etc.
14. Bidder must be capable of consulting and guiding the organization for system implementation in line with the requirements of desired standards FSMS ISO 22000: 2018.
15. Bidder Must have experience in working with BIS certified organization atleast for 3 nos. Bidder should submit declaration on letter head mentioning the federations in this regards.
16. Bidder's turn over should not be less than 30 lacs each year in last 03 years. ITR for last three years should be attached. Bidder must have incurred profit for the last 3 years.
17. Bidder must have experience/ work orders of 5 nos of cooperative milk federations preferably of RCDF related Union in relevance to QMS ISO 9001: 2015 and FSMS ISO 22000: 2005.
18. Bidder should have ISO 9001: 2015 Certification.
19. Bidder should have been registered with MSME/ Udyam Adhar or BRN.
20. The successful bidder has to submit us a declaration of fidelity & secrecy in prescribed format.

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21. स्वीकृत निविदादाता को बिल के साथ कम्पनी की मूल सूची के पृष्ठ की फोटो प्रति प्रमाणित कर संलग्न करनी होगी।
22. बिल जी.एस.टी. के नियमानुसार प्रस्तुत करने होंगे।
23. किसी भी विवाद पर अन्तिम निर्णय प्रबन्ध संचालक, उदयपुर दुग्ध संघ का मान्य होगा।
24. संघ को उपरोक्त शर्तों के अतिरिक्त कोई शर्त मान्य नहीं होगी।
25. उपरोक्त सभी शर्तें मैंने पढ़ ली हैं एवं मान्य हैं। सभी पृष्ठों पर हस्ताक्षर कर दिये हैं।
26. वांछनीय समस्त पत्रादि/दस्तावेजों की फोटो प्रतियाँ कुल संख्या संलग्न हैं।
27. सभी विवादों का न्याय क्षेत्र उदयपुर ही होगा।

1.0 EARNEST MONEY DEPOSIT

- 1.1 Tender form must be accompanied with an earnest money of **Rs. 7,000/- (Rs. Seven Thousand Only)** without which tender will not be considered. The EMD should be deposited by bank draft only in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur.
- 1.2 No interest shall be payable on the EMD.
- 1.3 The EMD will be refunded to the unsuccessful tenderer within four months of the final acceptance of the tender.
- 1.4 Request for adjustment of any other amount lying with UDUSL will not be considered.
- 1.5 The EMD will be forfeited if the contractor modifies/withdraws the offer during the validity period from the date of final bid.
- 1.6 Successful Tenderer has to deposit Rs. 100/- as nominal membership fee for Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur.
- 1.7 The expenses of the agreement shall be borne by the contractor.

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

गोवर्धन विलास, अहमदाबाद रोड, उदयपुर

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SCOPE OF WORK & PAYMENT CONDITIONS

1. To keep the documents updated against any amendment in standards
2. To distribute controlled copy to defined work stations/ departments and retrieve back old ones.
3. To design & develop new documents if any change / modification/ technology up gradation/ modernization/ product mix / new product held by the organization.
(This is subject to availability of data/ facts / figures inputs provided by the organization).
4. To guide and assist maintain and update records related to the standards of various work stations and departments.
5. To Assist display of documents related to policy / objectives/ work instructions/ M&M tagging/ slogans/ posters etc related to the standards.
6. To guide and assist organizations team to implement the documented info at all work stations and ensure that system is effectively in place.
7. To plan and carryout Internal Audit with the team of Organization's internal auditors and submit the reports to MR.
8. To assist closure of NC's and follow up of corrective actions and preventive action (CAPA- ACR system) proposed by dept heads and completion verification.
9. To assist MR in activities in compliance related to the standards including conductance of MRM.
10. To coordinate with third party agency and assist carryout surveillance / renewal audit
11. **Payment Conditions for Certification Maintenance Services for FSMS ISO 22000: 2018 is on Monthly Basis on production of bill.**

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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Important Notes

1. The bidder shall have to provide trained and expert professionals of dairy industry for the task and list of them is also during submitted.
2. The contact duration is valid for full one year since issuance date of work order and subject to extension for another one year on satisfactorily performance.
3. The contractor must submit ITR/ Balance sheet of Last 3- years (2020-21, 2021-22, 2022-23) & should have balance sheet turn over above 30 Lacs for the last 3 consecutive years and firm must incur profit during last 3 years
4. Necessary deductions of income Tax will be made from the contractor's bill.
5. GST and other taxes if applicable are not included in rate quoted, These shall be added during billing.
6. In case of any dispute, M.D. UDUSS, Udaipur will be arbitrator & both parties are bounded to the decision of Arbitrator. In case of any court proceeding Jurisdiction will be Udaipur Court.
7. The bidder must have experience of completing successfully the certifications projects of at least 5 nos cooperative milk federations **preferably of RCDF related**.
8. Declaration should be given in the regards of Experience of working with 3 nos BIS certified unions.
9. The bidder should preferably be located in the state of rajasthan.
10. The bidder must be capabling of consulting activites that leads the organization to achieve compliance with standard requirments.
11. The bidder must be registered under GST.
12. Bidder must be ISO 9001: 2015 certified.
13. Bidder should be registered with MSME/ BRN/ Udyam adhar.
14. Bidder must have executed the consulting wotk in any of ISO standards for more than 100 nos clients
15. The bidder shall abide by all statutory and mandatory provisions labour/industrial law in forces from time to time.
16. Bidder should also maintain records of Monthly Performance. The records shall be made available for inspection as and when required by the authorities.
17. In case of any violation of law in respect of statutory / mandatory requirement by the bidder(Organization Name) will not be responsible for the same.
18. Bidder will not disclose any confidential information related to milk union which is being shared with you to process the job.
19. In case of violation of any terms & conditions of the agreement, the (Organization Name) shall terminate the agreement.
20. While Surveillance or Periodic Audit, Auditor Travelling, lodging and boarding expenses shall be paid/ reimbursed/ arranged by organization.
21. The bidder operates only for the services/job specified and for the period up to completion of job/activity successfully.
22. The party who has experience, technically rich, good performance in similar field and preferably be located in the state in rajasthan will be preferred.

I have read all above terms & conditions of this contract and fully agreed upon these.

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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Annexure-1

Annexure 1.1: Compliance with the code of Integrity and No. Conflict of Interest

Any person participating in a procurement process shall

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

Conflict of Interest:-

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

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

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

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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Annexure 1.2 : 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, 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:

Signature of Bidder

Place:

Name:

Designation:

Address:

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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Annexure 1.3 : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Chairman, Udaipur Dugdh Utpadak Sahakari Sangh Limited, 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.

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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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.

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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FORM No. 1

[See rule 83]

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer:

Place

Date.....

Appellant's Signature

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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Annexure 1.4 : 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 sub totals, 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) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- (ii) Repeat Orders for extra items or additional quantities may be placed, if it is provided in the bidding documents, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under :-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract.

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.

उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर

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Financial Bid (Part-B)

Name of Work: Tender for Certification Maintenance Services for FSMS ISO 22000: 2018 on monthly basis.

Bidder Name:

Price Schedule

S.No.	Description	Unit	Basic Rate 'A'	GST (As applicable)	Total Amt. (Rs.)
1.0	Certification Maintenance Services for FSMS ISO 22000: 2018 Monthly Basis for full One Year	Rs (Per Month)			
2.0	For another extended one year	Rs (Per Month)			

In Words:

- A. For Initial One Year: Rs.....
- B. For Another Extended One Year.....