

# UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .

GOVERDHAN VILAS , UDAIPUR -313002

GST No. 08AAAFU4403B1ZR,

E-mail: , sarasmilkunionudaipur1983@gmail.com, saras@milkunionudaipur.com, TEL: 0294-2640258

## TENDER FORM

1	निविदा का नाम	-	SUPPLY, INSTALLATION AND COMMISSIONING OF GHEE SETTLING TANK/STORAGE TANK CAPACITY 3 KL ON TURN KEY BASIS AT DAIRY PLANT UDAIPUR (RAJ.)
2	निविदा संदर्भ (NIT No./Date)		उदय/डेयरी/अभि./25-26/1858 दिनांक :- 23.08.2025
3	मात्रा	-	01 No.
4	निविदा की अनुमानित लागत	-	रु. 7.50 लाख
5	निविदा की अवधि		1 माह
6	अरनेस्ट मनी (अमानत राशि)	-	रु. 15,000 /- का डी.डी. ( अक्षरे पन्द्रह हजार रुपये) उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में
7	निविदा शुल्क	-	रु. 1180 /- (inclusive GST@18%) का डी.डी. (एक हजार एक सौ अस्सी रुपये) उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में
8	निविदा फॉर्म प्राप्त करने का दिनांक एवं समय (दुग्ध संघ कार्यालय व आनलाईन पोर्टल SPPP से )	-	दिनांक 29.08.2025 दोपहर 03:00 बजे से
9	निविदा फॉर्म मय निविदा शुल्क एवं अमानत राशि भौतिक रूप से जमा करने की दिनांक एवं समय	-	दिनांक 22.09.2025 दोपहर 01:00 बजे तक
10	तकनीकी निविदा खोलने की दिनांक एवं समय	-	दिनांक 22.09.2025 दोपहर 03:00 बजे
11	निविदा खोलने का स्थान	-	Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur, Goverdhan Vilas, Sec. 14 , Ahmedabad Road, Udaipur 313002 (Raj.)
12	वित्तीय निविदा खोलने की दिनांक व समय	-	बाद में सूचित किया जावेगा।

**परिशिष्ट : I**

**निविदा स्वीकृति पत्र**  
**(फर्म/ऐजेन्सी 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 जावे।
6. साथ ही यदि तकनीकी निविदा में, मैं असफल रहता हूँ तो मेरी वित्तीय निविदा नहीं खोली जावेगी।

निविदादाता के हस्ताक्षर मय मोहर

नाम ..... (आवेदक)

स्थान .....

दिनांक .....

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## 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.	धरोहर राशि रु 15,000 / – (उदयपुर दुग्ध उत्पादक सहकारी संघ लि., उदयपुर के पक्ष में)	बैंक ड्राफ्ट संख्या ..... दिनांक ..... बैंक का नाम ..... राशि .....
5.	निविदा शुल्क रु. 1,180 / – (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	
13.	संलग्न शर्तों पर सहमति स्वरूप निविदादाता द्वारा आवेदन प्रपत्र के प्रत्येक पेज पर हस्ताक्षर कर अपलोड करें।	
14.	Income tax return- Last 3 Financial Years (2020-21, 2021-22, 2022-23, 2023-24, 2024-25) ( Attached copy)	
15.	Turn Over Minimum 10 Lakh (Average of Last Three Financial Years) along with Audited Balance Sheet (2020-21, 2021-22, 2022-23, 2023-24, 2024-25) (Certified by CA with UDIN number) (Attached copy)	
16.	निविदादाता का निर्माता होना आवश्यक है, जिसका प्रमाण पत्र संलग्न करना होगा।	
17.	Experience in past performance on work of similar Nature in any Dairies/ Cooperative sector ( Attach copies of purchase orders/ bills and performance certificate of Last Two Years ).	

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

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

1. निविदा साफ शब्दों/अंकों में भरी होनी चाहिये एवं किसी प्रकार की कांट छोट नहीं होनी चाहिये।
2. संघ में कार्यरत अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य स्वयं नजदीकी रिश्तेदार निविदा में भाग नहीं ले सकेंगे।
3. निविदा के साथ निर्धारित अमानत राशि को डी.डी./पे-आर्डर के रूप में जमा कराने पर ही निविदा मान्य होगी अन्यथा नहीं।
4. सामान की समस्त दरें टेक्स पेड है या अतिरिक्त है उल्लेख करे अन्यथा टेक्स पेड माना जावेगा।
5. सामान एफ.ओ.आर. उदयपुर डेयरी स्टोर सप्लाय करना होगा एवं उपरोक्त सामान की लोडिंग, अनलोडिंग व प्लेसिंग का खर्च निविदादाता द्वारा वहन किया जाएगा।
6. निविदा प्रपत्र में माल की निर्धारित किस्म/कम्पनी की दरें दी जावे, अन्य किस्म/कम्पनी की माल की दरें मान्य नहीं होगी।
7. निविदादाता निविदा फार्म को ना तो किसी को बेच सकेगा एवं ना ही किसी अन्य को हस्तान्तरित कर सकेगा।
8. सफल निविदादाताओं अपनी निविदा को किसी अन्य व्यक्ति या फर्म को हस्तांतरण नहीं कर सकता।
9. अनुबन्धित दरें एक माह (On Single Time Supply Basis) के लिये अनुमोदित की जावेगी।
10. सामान आपूर्ति हेतु क्रयादेश भारतीय विक्रय अधिनियम (Sale of Goods Act) की निर्धारित शर्तों एवं क्रयादेश में निर्धारित शर्तों एवं उपबन्धों के अनुसार करनी होगी अन्यथा सप्लायकर्ता की रिस्क एवं कॉस्ट पर अन्य आपूर्तिकर्ता से बाजार दर पर क्रय किया जा सकेगा जिसकी समस्त जिम्मेदारी सप्लायकर्ता की होगी। इस कारण संघ को होने वाली समस्त क्षति अनुबन्धकर्ता की बकाया धरोहर राशि बकाया क्लेम्स अथवा कानूनी कार्यवाही से वसूल की जावेगी।
11. क्रयादेश देने पर **1.5 माह** में माल सप्लाय करना होगा। निर्धारित समय से विलम्ब से सामान सप्लाय करने पर राजस्थान सरकार के वित्त एवं लेखा नियमानुसार शास्ति आरोपित की जावेगी।
12. सामान की मात्रा संभावित/अनुमानित मात्रा से अधिक/कम आवश्यकतानुसार क्रय की जा सकती है।
13. सफल निविदादाता को रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर दोनों पक्षों के बीच अनुबन्ध पत्र भरकर नोटरी पब्लिक से प्रमाणित कर अपने खर्च पर प्रस्तुत करना होगा।
14. निविदादाता अयोग्य, ब्लेक लिस्टेड, अवयस्क, डिफाल्टर व न्यायालय से दिवालिया घोषित नहीं होना चाहिए।
15. किसी भी सामान की गुणवत्ता में कमी पाई जाने पर कटौती की जा सकेगी एवं शास्ति भी आरोपित की जा सकती है। निम्न गुणवत्ता का माल निरस्त कर दिया जावेगा जिसे सप्लायकर्ता को अपने खर्च पर वापस ले जाना होगा एवं सही गुणवत्ता का माल सप्लाय करना होगा।

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16. 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।
17. किसी भी निविदा को आंशिक/पूर्णतः बिना कारण बताये अस्वीकृत करने का अधिकार प्रबन्ध संचालक के पास नीहित रहेगा।
18. यदि एक से अधिक निविदादाताओं की दरें बराबर प्राप्त पाई जाती है तो पार्टी का अनुभव एवं टर्नओवर के आधार पर दर स्वीकार की जाएगी।
19. निविदा फार्म भाग-अ में योग्य पार्टी का वित्तीय भाग-ब खोला जावेगा।
20. 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।
21. निविदादाता को निर्माता होना आवश्यक है, अधिकृत विक्रेता पर विचार नहीं किया जाएगा। निविदादाता को निर्माता होने का प्रमाण पत्र (MSME Certificate) संलग्न करना होगा।
22. स्वीकृत निविदादाता को बिल के साथ कम्पनी की मूल सूची के पृष्ठ की फोटो प्रति प्रमाणित कर संलग्न करनी होगी।
23. समस्त सामान की लोडिंग व अनलोडिंग का वहन निविदादाता द्वारा किया जाएगा।
24. बिल जी.एस.टी. के नियमानुसार प्रस्तुत करने होंगे।
25. किसी भी विवाद पर अन्तिम निर्णय प्रबन्ध संचालक, उदयपुर दुग्ध संघ का मान्य होगा।
26. संघ को उपरोक्त शर्तों के अतिरिक्त कोई शर्त मान्य नहीं होगी।
27. उपरोक्त सभी शर्तें मैंने पढ़ ली है एवं मान्य है। सभी पृष्ठों पर हस्ताक्षर कर दिये हैं।
28. वांछनीय समस्त पत्रादि/दस्तावेजों की फोटो प्रतियाँ कुल संख्या ..... संलग्न हैं।
29. सभी विवादों का न्याय क्षेत्र उदयपुर ही होगा।

# UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .

GOVERDHAN VILAS , UDAIPUR -313002

GST No. 08AAAFU4403B1ZR,

E-mail: , sarasmilkunionudaipur1983@gmail.com, TEL: 0294-2640258

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## **1.0 EARNEST MONEY DEPOSIT**

- 1.1 Tender form must be accompanied with an earnest money of Rs. 15000/- (Rs. Fifteen 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.

- 2.0 DELIVERY PERIOD:** The approved supplier will have to supply the material within **ONE and half month (1.5 month)** time, which starts from date of purchase/work order/approval of art work (If applicable)

## **3.0 PAYMENT TERMS:**

1. 30% of the ex works order value (Basic cost) shall be paid on acceptance of the order subject to the supplier furnishing a Bank Guarantee valid for 12 Calendar months from the date of guarantee for an equaling amount from a nationalized Bank.
2. 50% (80% in case of the supplier/contractor who has not taken advance) on safe receipt of the equipment order at site but not later than 90 days from the date of receipt of the equipment at site.
3. 10% of FOR site value shall be paid after successful commissioning.
4. Balance 10% of the FOR at site value shall be paid upon 12 calendar months from the date of commissioning or 24 months from the date of receipt of the same at site, whichever is earlier. However, this balance 10% will also be released, if so desired by the supplier, provided the supplier furnishes a Bank Guarantee or Electronic Bank Guarantee (e-BG) from a Scheduled or Nationalized Bank for the 10% value valid for a period of 12 calendar months from the date of commissioning .

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परिशिष्ट -4

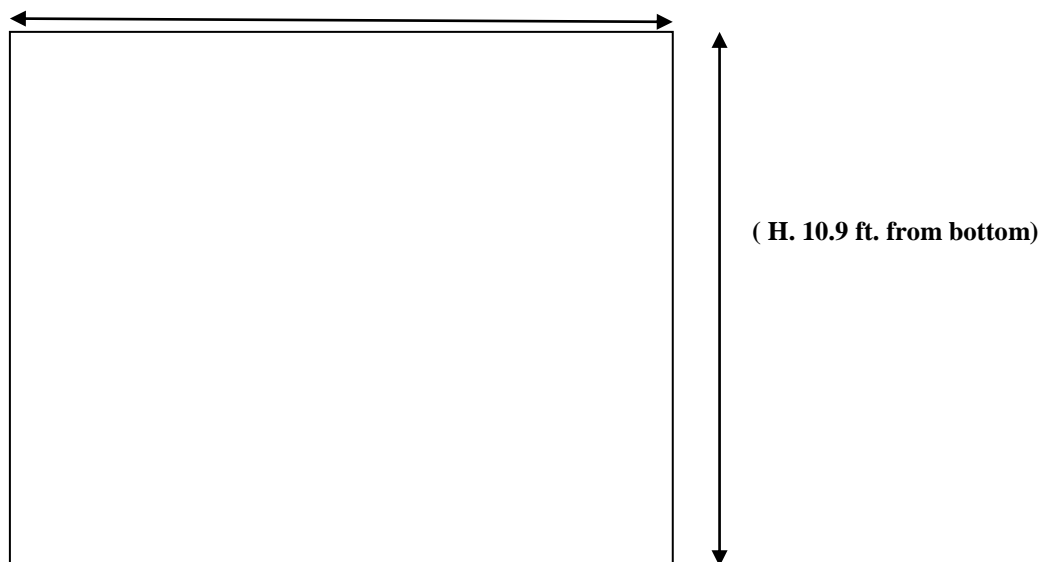
## TECHNICAL SPECIFICATIONS

**TENDER FOR:-** SUPPLY, INSTALLATION AND COMMISSIONING OF GHEE SETTLING TANK/STORAGE TANK CAPACITY 3 KL ON TURN KEY BASIS AT DAIRY PLANT UDAIPUR (RAJ.)

**Capacity :- 3KL**

**In Existing Civil Structure (Space)**

**W 4.5 ft**



### 1.0 FUNCTIONAL REQUIREMENTS :-

Ghee or butter oil would be stored in this tank at a temperature of 60-65 Deg.

### 2.0 DESIGN REQUIREMENT :-

2.1 Capacity- 3 KL with at least 100 mm allowance in depth.

2.2 Constructional Features - The tank would be of double walled, jacketed and sanitary design.

2.3 Finish - All stainless steel welding joints are to be ground smoothly. All stainless steel surfaces are to be polished to 150 grits.

2.4 Joint Curvatures- All inside corners would have minimum radial of 25mm.

### 3.0 SCOPE OF SUPPLY :-

3.1 Inlet- The shell and the bottom portion of the tank would be jacketed for heating and cooling arrangement.

3.2 Inner shell- The inner shell 2mm & 0.8mm Dimple plate and inner conical bottom would be made from 2mm thick 304.



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3.3 **Outer shell-** The outer shell and flat bottom would be made from of 2mm thick stainless steel plate conforming to AISI 304. - 1No.

## 3.4 **ACCESSORIES :-**

3.4.1 **Legs-** Mild steel legs with stainless steel (AISI 304) pipe cladding with stainless steel ball feet provided at the bottom of the tank. The stainless steel ball feet would have provision for height adjustment of 50 mm. -4 Nos.

3.4.2 **Covers-** Half openable covers on top made from 2mm thick stainless steel sheet conforming to AISI 304. -2 Nos.

3.4.3 **Bottom Outlet-** 51mm diameter vertical outlet with stainless steel straight through plug type/screwed flanged valve ending in complete stainless steel union. This outlet would be at a clear height of 650mm from the finished floor level to facilitate placement of can under it. -1No.

4.0 **No Foam Inlet-** Stainless steel no foam inlet of 38mm diameter at top. The inlet would end in a complete stainless steel union outside. -1no.

## 4.1 **TESTS :-**

The following tests would be conducted by us at our works.

4.2 Water fill-up test of inner shell for water tightness.

4.3 Water fill-up test of jacket for water tightness.

***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.

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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:**

### **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.

**6. Fee for filing appeal.**

- (a) Fee for first appeal shall be rupees Two Thousand Five Hundred and for Second Appeal shall be rupees Ten Thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank Demand Draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

**7. Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, Up on filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
  - (i) Hear all the parties to appeal present before him; and
  - (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter,
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost,
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

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FORM No. 1  
[See rule 83]

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

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

7. Prayer: .....

.....

Place .....

Date.....

Appellant's Signature

## **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.

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E-mail: , sarasmilkunionudaipur1983@gmail.com, , TEL: 0294-2640258

## वित्तीय निविदा – भाग (ब)

**SUPPLY, INSTALLATION AND COMMISSIONING OF GHEE SETTLING TANK/STORAGE TANK  
CAPACITY 3 KL ON TURN KEY BASIS AT DAIRY PLANT UDAIPUR (RAJ.)**

S. No.	Particulars	Basic Rate inclusive FOR at Udaipur Dairy Plant  (Rs.) 'A'	GST (as applicable)  (Rs.) 'B'	Total Amt. inclusive of all taxes FOR at Udaipur Dairy Plant  (Rs.) 'C'='A'+ 'B'
1.	SUPPLY, INSTALLATION AND COMMISSIONING OF GHEE SETTLING TANK/STORAGE TANK CAPACITY 3 KL ON TURN KEY BASIS AT DAIRY PLANT UDAIPUR (RAJ.)			

**Total Amount in words Rs. ....**