

TENDER ID NO. 2023_RCDF_369592_1

e-TENDER DOCUMENT FOR SUPPLY, INSTALLATION AND COMMISSIONING OF QR CODE APPLICATOR AND QR CODE STICKERS WITH SOFTWARE

ON RATE CONTRACT

Single Stage - Two Parts Bid

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED

“SARAS SANKUL” J. L. N. MARG, JAIPUR – 302017

Ph. No. 2702501-08 : Direct: 0141-2710209 : Website : www.sarasmilkfed.rajasthan.gov.in

E-Mail : pur-rcdf-rj@nic.in

(Signed & Sealed by the tenderer
in token of acceptance of above)

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RATE CONTRACT FOR QR CODE APPLICATOR AND QR CODE STICKERS WITH SOFTWARE

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Disclaimer

- A. The information contained in this E-tender/Bid document provided to the Bidder(s), by or on behalf of Rajasthan Co-operative Dairy Federation Limited or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this E-tender/Bid document and all other terms and conditions subject to which such information is provided.
- B. The purpose of this E-tender/Bid document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This E-tender/Bid document does not purport to contain all the information which each Bidder may require. This E-tender/Bid document may not be appropriate for all persons, and it is not possible for Rajasthan Co-operative Dairy Federation Limited, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this E-tender/Bid document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this E-tender/Bid document and where necessary obtain independent advice from appropriate sources.
- C. Rajasthan Co-operative Dairy Federation Limited, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the E-tender/Bid document.
- D. Rajasthan Co-operative Dairy Federation Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this E-tender/Bid document.

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RATE CONTRACT FOR QR CODE APPLICATOR AND QR CODE STICKERS WITH SOFTWARE

Critical Dates

S. No.	Particulars	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal	5.00 PM on 10.10.2023
2.	Date from which Bidding Document will be provided from the web-site of Rajasthan Co-operative Dairy Federation Limited i.e. www.sarasmilkfed.rajasthan.gov.in or can be downloaded from e-procurement or State Public Procurement Portal	5.00 PM on 10.10.2023
3.	Date of Pre bid meeting to be held at RCDF	12.00 Noon on 16.10.2023
4.	Clarifications end date/uploading of the clarifications by RCDF	Upto 5.00 PM on 17.10.2023
5.	Last time and date upto which Bids can be submitted/uploaded on e-procurement website	Upto 3.00 PM of 01.11.2023
6.	Time and date of opening of Technical Bid	2.30 PM of 02.11.2023
7.	Time and date of opening of Financial Bid	To be declared later

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“SARAS SANKUL” J. L. N. MARG, JAIPUR – 302017

Ph. No. 2702501-08 : Direct: 0141-2710209 : Website : www.sarasmlkfed.rajasthan.gov.in

E-Mail : pur-rcdf-fj@nic.in

No. RCDF/Pur/F.(Pkg. Item)/2023/771-810

Dated: 09th October, 2023

NOTICE INVITING BIDS

1. Single Stage Two Parts unconditional online e-Tenders/e-Bids are invited by Rajasthan Co-Operative Dairy Federation Ltd., Jaipur for the procurement of following materials listed below from eligible bonafide manufacturers or their authorized Suppliers as per details given in the respective bid document.

S. No.	Name of Packaging Material/ Machine/ Equipment	Tender ID off- procurement website	Estimated Qty.	Place/ Plant/ Milk Union	Pre bid conference at 12.00 Noon	Clarification end date/ uploading of the clarifications by RCDF	Last time and date for submission of e-Bid/ upto 3.00 PM on	Date and time for opening of e-Bid on 2.30 PM	Estimated Value (Rs. in lacs)	Amount of Bid Security @ 2% (In Rupees)	Tender Fee inclusive of GST (In Rupees)	Tender Processing Fee (In Rupees)
1	HDPE Laminated Kraft Paper Bag for packing 25 Kg. SMP	2023_RCDF_369581_1	1155000 Nos.	All Milk Unions / Units	16.10.2023	17.10.2023	01.11.2023	02.11.2023	428.50	8,57,000/-	2360/-	2000/-
2	Polythene Liner for filling 25 Kg. SMP	2023_RCDF_369583_1	102500 Kg.	All Milk Unions / Units	16.10.2023	17.10.2023	01.11.2023	02.11.2023	168.75	3,37,500/-	2360/-	2000/-
3	Milk Can (Aluminium Alloy) ISI Marked Cap. 40 litre with lid	2023_RCDF_369584_1	6858 Nos.	All Milk Unions	16.10.2023	17.10.2023	01.11.2023	02.11.2023	190.00	4,46,500/-	2360/-	2000/-
	Aluminium Milk Can Lid for 40 Litre Cap. Milk Cans as per ISI Specifications		3100 Nos.						13.25			
	Milk Cans (Aluminium Alloy) ISI Marked Cap. 40 litre with Lid under buy back system		1100 Nos.						20.00			
4	Curd/ Dahi Cup for Packing 200 gm Curd/ Dahi	2023_RCDF_369585_1	17765000 Nos.	All Milk Unions	16.10.2023	17.10.2023	01.11.2023	02.11.2023	370.00	7,40,000/-	2360/-	2000/-
5	1 Litre Laminated Ghee Monocartons for Ghee Packing	2023_RCDF_369586_1	508000 Nos.	All Milk Unions	16.10.2023	17.10.2023	01.11.2023	02.11.2023	20.75	70,000/-	2360/-	500/-
	1 / 2 Litre Laminated Ghee Monocartons for Ghee Packing		405000 Nos.						14.25			
6	Polythene Film for Packing Milk/ Chhach/ Lassi (Milk Film/ Chhach Film/ Lassi Film)	2023_RCDF_369587_1	1934 MT	All Milk Unions	16.10.2023	17.10.2023	01.11.2023	02.11.2023	3038.00		2360/-	2500/-
7	Shrikhand Cup 100 gm with Lid	2023_RCDF_369590_1	300000 Nos.	All Milk Unions	16.10.2023	17.10.2023	01.11.2023	02.11.2023	5.25	1,52,000/-	2360/-	1500/-
	Shrikhand Cup 100 gm without Lid		6070000 Nos.						66.75			
	Shrikhand Cup 500 gm with Lid		51000 Nos.						4.00			
8	QR Code Sticker with Software, Training and Support	2023_RCDF_369592_1	3 Crore	All Milk Unions	16.10.2023	17.10.2023	01.11.2023	02.11.2023	145.00	4,05,000/-	2360/-	2000/-
	QR Code Applicator		13 Nos.						45.50			
	Conveyor for Applicator		As per requirement						10.00			
	Handheld Applicator		10 Nos.						2.00			

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The Complete Bidding Documents can be downloaded from our website www.sarasmilkfed.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.sppp.rajasthan.gov.in. **E-Bids will be submitted only on <http://eproc.rajasthan.gov.in>.**

General Manager (Purchase)

2. **Item Number 1 to 7 is for a rate contract for one year.**
3. **Item Number 8 is for a rate contract for two year.**
4. The complete Bidding Document including the Critical Dates, NIB, Instruction to Bidders, Bid Data Sheet, Qualification and Evaluation Criteria, Schedule of Supply, Bidding Form, General & Special Conditions of Contract and Contract Forms Procedure of Bidding etc. can be seen at or downloaded from www.sarasmilkfed.rajasthan.gov.in. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, www.sppp.rajasthan.gov.in and website of e-procurement www.eproc.rajasthan.gov.in.
5. The scan copy of Bank Draft/Banker's Cheque being deposited towards price of Bidding Document, Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee being deposited towards Bid Security/ Bid Securing Declaration, as applicable and Tender Processing Fee, alongwith the bid must be uploaded on www.eproc.rajasthan.gov.in. Two separate bank drafts/ banker's cheque in favour of MD, RCDF Ltd., Jaipur shall have to be deposited by bidder towards price of bid document and bid security. However, Bank Guarantee or Electronic Bank Guarantee may also be deposited towards bid security. One separate bank draft/banker's cheque in favour of MD, RISL towards tender processing fees is to be deposited by bidder. **Details of Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee etc. are to be mentioned on www.eproc.rajasthan.gov.in at respective columns. Three separate Bank Drafts shall be deposited towards price of bid document, tender processing fee and bid security.**
6. The original Demand draft/ Banker's cheque and Bank Guarantee or Electronic Bank Guarantee in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of Rajasthan Co-operative Dairy Federation Limited, Saras Sankul, JLN Marg, Jaipur-17 **before scheduled Time and date of opening of technical Bid, failing which the bid shall be rejected. On the body of envelope containing the Bank Drafts and BGs/e-BGs Tender ID Number and Name of Bid Item should be mentioned clearly.**
7. **The original Power of Attorney on non-judicial stamp paper of Rs.100/- is also to be submitted alongwith the original DD/BC/BG or e-BG of tender form fees, tender processing fees and bid security with in the office of Rajasthan Co-operative Dairy Federation Limited, Saras Sankul, JLN Marg, Jaipur-17 before scheduled Time and date of opening of technical Bid.**
8. The Rajasthan Co-operative Dairy Federation Limited is not bound to accept the lowest Bid and may reject any or all Bids in part or full without assigning any reason thereof.

General Manager (Purchase)

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RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED

“SARAS SANKUL” J. L. N. MARG, JAIPUR – 302017

Ph. No. 2702501-08 : Direct: 0141-2710209 : Website : www.sarasmlkfedrajasthan.gov.in

E-Mail : pur-rcdf-fj@nic.in

No. RCDF/Pur/F.(Pkg. Item)/2023/771-810

Dated: 09th October, 2023

NOTICE INVITING BIDS

Single Stage Two Parts unconditional e-Tender/Bids are invited by Rajasthan Co-Operative Dairy Federation Ltd., Jaipur for the procurement of “**HDPE Laminated Kraft Paper Bag for packing 25 Kg. SMP (UBN No. CDF2324GLRC01006), Polythene Liner for filling 25 Kg. SMP (UBN No. CDF2324GLRC01007), Milk Can (Aluminium Alloy) ISI Marked Cap. 40 litre with lid, Aluminium Milk Can Lid for 40 Litre Cap. Milk Cans as per ISI Specifications, Milk Cans (Aluminium Alloy) ISI Marked Cap. 40 litre with Lid under buy back system (UBN No. CDF2324GLRC01008), Curd/ Dahi Cup for Packing 200 gm Curd/ Dahi (UBN No. CDF2324GLRC01009), 1 Litre Laminated Ghee Monocartons for Ghee Packing & 1/2 Litre Laminated Ghee Monocartons for Ghee Packing (UBN No. CDF2324GLRC01010), Polythene Film for Packing Milk/ Chhach/ Lassi (Milk Film/ Chhach Film/ Lassi Film) (UBN No. CDF2324GLRC01011), Shrikhand Cup 100 gm with Lid, Shrikhand Cup 100 gm without Lid, Shrikhand Cup 500 gm with Lid (UBN No. CDF2324GLRC01012) and QR Code Sticker with Software, Training and Support, QR Code Applicator, Conveyor for Applicator and Handheld Applicator (UBN No. CDF2324GLRC01013)**” from eligible bonafide manufacturers or their authorized suppliers as per details given in the respective bid document.

(Sandeep Ahuja)
General Manager (Purchase)

Copy to:-

1. Financial Advisor, RCDF, Jaipur.
2. General Manager (P&A), RCDF, Jaipur - Please arrange to get the above NIT published in one All India level daily English newspaper with wide circulation and One State level leading daily newspaper having circulation of fifty thousand copies and above. Kindly send the published copy of NIT to the undersigned.
3. Manager (Systems), RCDF, Jaipur –Please arrange to get the above NIT uploaded on the RCDF website alongwith the enclosed detailed NIT & tender forms and also arrange to publish the same with individual Tender ID on e-procurement website by 10.10.2023 at 5.00 PM.
4. Dy.Manager (Systems), RCDF, Jaipur Nodal officer, State Public Procurement Portal – Please also arrange to get the above NIT/tenders uploaded on the State Public Procurement Portal by 10.10.2023 at 5.00 PM.
5. Dy. Manager (Admn.), RCDF, Jaipur- Please arrange to display the copy of NIT on the Notice Board.
6. Managing Director/ Manager, All Milk Unions/ Cattle Feed Plants – Please arrange to display the copy of NIT on the Notice Board of all offices of Milk Unions/Cattle Feed Plants and may send a copy to prospective suppliers

General Manager (Purchase)

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Section I

Instruction to Bidders/Tenderer (ITB)

Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency in Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in> Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

S. No.	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid” means a formal offer made by a Bidder/Tenderer in form of an e-tender/Bid including Technical Bid and Financial Bid to Rajasthan Cooperative Dairy Federation Ltd., Jaipur in response to Notice Inviting/e-tenders/ Bids.
		1.1.3	“Bidder/Tenderer” means a person or any entity who submits a Bid/Tender who may be selected to provide the Goods to Rajasthan Cooperative Dairy Federation Ltd., Jaipur under the Contract.
		1.1.4	“Bidding Document means this entire Document consisting of Notice Inviting Bids and I to VI Sections made available to the Bidders by Rajasthan Cooperative Dairy Federation Ltd., Jaipur for selection of the successful Bidder/Tenderer.
		1.1.5	“Client/ Rajasthan Cooperative Dairy Federation Ltd., Jaipur” means the self-governed society formed by Government of Rajasthan and registered under the Rajasthan Cooperative Societies Act, 1965. The selected Bidder/Tenderer will sign the Contract with Rajasthan Cooperative Dairy Federation Ltd., Jaipur for the procurement of Goods.
		1.1.6	“Contract” means the Contract which shall be signed by Rajasthan Cooperative Dairy Federation Ltd., Jaipur with the selected successful Bidder/Tenderer and all its attached documents and the appendices.
		1.1.7	“Day” means a calendar day.
		1.1.8	“Government/ GOR” means the Government of Rajasthan.
		1.1.9	“Managing Director, Rajasthan Cooperative Dairy Federation Ltd., Jaipur” means the executive head of Rajasthan Cooperative Dairy Federation Ltd., Jaipur.

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		1.1.10	“Instructions to Bidders (ITB)”, “Bid Data Sheet (BDS)” are the documents which provide the Bidders/Tenderer with information needed to prepare their Bids. In case of any variation in the same, the Bid Data Sheet will prevail.
		1.1.11	“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by Rajasthan Cooperative Dairy Federation Ltd., Jaipur to the selected successful Bidder/Tenderer.
		1.1.12	“Personnel” means professionals and support staff which will be working for the Bidder/Tenderer to perform the Goods.
		1.1.13	“Bid/Proposal” means the Technical Bid/Proposal and the Financial Bid/Proposal submitted by the Bidder/Tenderer.
		1.1.14	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.15	“Goods” means subject matter of procurement and the tasks to be performed by the selected Bidder/Tenderer within the Contract period.
		1.1.16	Terms not defined here shall have the same meaning as given to them in the Act.
2.1	Scope of Bid	2.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), (The Procuring entity) Rajasthan Co-operative Dairy Federation Limited, Jaipur issues this Bidding Document for the supply of Goods/ equipment and Related Services incidental there to as specified in Schedule of Supply.
		2.1.2	Throughout this Bidding Document: i. The term “in writing” means communicated in written form through letter/fax/e-mail etc. with proof of dispatch; ii. If the context so requires, singular means plural and vice versa; and iii. “Day” means calendar day.
2.2	Source of Funds	2.2.1	The expenditure for procurement of Goods/ equipment and Related Services will be met by the provisions/ resources of Rajasthan Co-operative Dairy Federation Limited, Jaipur (Procuring Entity).
2.3	Code of Integrity	2.3.1	Any person participating in the procurement process shall – (a) not offer any bribe, reward or gift or 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;

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			<p>(d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;</p> <p>(e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</p> <p>(f) not obstruct any investigation or audit of a procurement process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(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.</p>
	Conflict of Interest	2.3.2	<p>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.</p> <p>i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ol style="list-style-type: none"> Have controlling partners/shareholders in common; or Receive or have received any director in direct subsidy from any of them; or Have the same legal representative for purposes of this Bid; or 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 this bidding process; or the Bidder participates in more than one Bid in this 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 the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Related Services that are the subject of the Bid; or 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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			ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in the Bidding Forms.
	Breach of Code of Integrity by the Bidder:	2.3.3	Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
2.4	Eligible Bidders	2.4.1	As specified in the Act and Rajasthan Transparency in Public Procurement Rules.
		2.4.2	No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.
		2.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		2.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - (a) any Procuring Entity, if debarred by the State Government; and (b) a Procuring Entity if debarred by such procuring Entity.
3. Contents of Bidding Document			
3.1	Sections of the Bidding Document	3.1.1	The Bidding Document consists of Sections indicated below, and should be read in conjunction with any Addenda issued there to: Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Qualification and Evaluation Criteria Section IV. Schedule of Supply Section V. Bidding Forms Section VI(A). GCC Section VI(B). Contract Forms and Performance Security The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.
		3.1.2	i. The Bidding Document shall be placed on the website of State Public Procurement Portal www.sppp.rajasthan.gov.in , e-Procurement Portal website www.eproc.rajasthan.gov.in and the departmental website www.sarasmilkfed.rajasthan.gov.in . The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document to the e-procurement website www.eproc.rajasthan.gov.in , as per procedure laid down in the bidding document.
		3.1.3	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal/e-Procurement Portal.

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		3.1.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
3.2	Clarification of Bidding Document and Pre-Bid Conference	3.2.1	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, within the time specified in the bidding document, by uploading the clarification on e-procurement website and SPP Portal.
		3.2.2	The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		3.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre- Bid Conference.
		3.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.
		3.2.5	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		3.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

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3.3	Amendment of Bidding Document	3.3.1	Any addendum/corrigendum/clarifications/amendment issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the website of State Public Procurement Portal for prospective bidders to download.
		3.3.2	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		3.3.3	To give prospective Bidders reasonable time in which to take an addendum/corrigendum/clarifications/amendment issued, into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids by uploading it on the website of State Public Procurement Portal.
4. Preparation of Bids			
4.1	Cost of Bidding	4.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4.2	Language of Bid	4.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
4.3	Documents Comprising the Bid	4.3.1	The Bid shall comprise of two envelopes (e-envelope on www.eproc.rajasthan.gov.in) submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid. Further technical bid and the financial bid shall contain documents as per Bid Data Sheet.
4.4	Bid Submission Sheets and Price Schedules	4.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
		4.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms provided in Bidding Forms.

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4.5	Alternative Bids	4.5.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered.
4.6	Currencies of Bid.	4.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.
4.7	Documents Establishing the Eligibility of the Bidder	4.7.1	To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.
4.8	Documents Establishing the Eligibility of the Goods and Related Services	4.8.1	To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid Forms included in Bidding Forms.
4.9	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document	4.9.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply and any amendment thereof issued in accordance with Amendment of Bidding Document.
4.10	Documents Establishing the Qualifications of the Bidder	4.10.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.
4.11	Period of Validity of Bids	4.11.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		4.11.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
4.12	Bid Security	4.12.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.

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		4.12.2	Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the State Government.
		4.12.3	The Bid Security may be given in the form of banker's cheque or bank demand draft or Bank Guarantee or Electronic Bank Guarantee (e-BG), in specified format, of a Scheduled Bank in India.
		4.12.4	In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Bidding Forms.
		4.12.5	Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		4.12.6	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
		4.12.7	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
		4.12.8	Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified. The Procuring Entity shall respond promptly to such a request.
		4.12.9	The Bank Guarantee or Electronic Bank Guarantee (e-BG) presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		4.12.10	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder.
		4.12.11	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- when the Bidder withdraws or modifies his Bid after opening of Bids; or

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			<p>when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or</p> <p>when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</p> <p>when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or</p> <p>if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or</p> <p>if the Bidder does not accept the correction of its Bid Price pursuant to Correction of Arithmetical Errors.</p>
		4.12.12	In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
		4.12.13	If Joint Venture, Consortium or Association allowed in the bid then, the Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the Bid Security shall be submitted in the names of all future partners as named in the letter of intent.
4.13	Format and Signing of Bid	4.13.1	The E-Bidder shall prepare the Technical Bid and the Financial Bid as specified on the State e-Procurement Portal, http://eproc.rajasthan.gov.in .
5. Submission and Opening of Bids			
5.1	Sealing and Marking of Bids	5.1.1	Bidders shall submit their Bids electronically only as specified on the State e-Procurement Portal, http://eproc.rajasthan.gov.in .
5.2	Deadline for Submission of Bids	5.2.1	Bids shall be submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof.
5.3	Late Bids	5.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids.
5.4	Withdrawal, Substitution and Modification of Bids	5.4.1	Withdrawal, substitution and modification of bids shall be as given on the www.eproc.rajasthan.gov.in .
5.5	Bid Opening	5.5.1	Bid opening shall be as given on the www.eproc.rajasthan.gov.in .

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6. Evaluation and Comparison of Bids			
6.1	Confidentiality	6.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		6.1.2	Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
		6.1.3	Notwithstanding Confidentiality clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
		6.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
6.2	Clarification of Technical or Financial Bids	6.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		6.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		6.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		6.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
6.3	Deviations, Reservations and Omissions in Technical or Financial Bids	6.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: <ul style="list-style-type: none"> i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

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			iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
6.4	Nonmaterial Nonconformities in Technical or Financial Bids	6.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
		6.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
6.5	Correction of Arithmetical Errors in Financial Bid	6.5.1	<p>Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <ul style="list-style-type: none"> 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.
		6.5.2	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.
6.6	Preliminary Examination of Technical or Financial Bids	6.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Documents Comprising the Bid have been provided.
6.7	Responsiveness of Technical or Financial Bids	6.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.

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6.8	Examination of Terms and Conditions of the Technical or Financial Bids	6.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation.
6.9	Evaluation of Qualification of Bidders in Technical Bids	6.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. Factors not included in Qualification and Evaluation Criteria shall not be used in the evaluation of the Bidder's qualification.
6.10	Price and/ or Purchase Preference	6.10.1	Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIB.
6.11	Evaluation of Financial Bids	6.11.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
		6.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria. No other criteria or methodology shall be permitted.
		6.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors; iii. price adjustment due to discounts offered, if permitted; iv. price and/ or purchase preference in accordance with relevant clause; v. price adjustment due to application of all the evaluation criteria specified in Qualification and Evaluation Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified.
		6.11.4	i. Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
6.12	Comparison of Bids	6.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with Evaluation of Financial Bids.

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6.13	Post qualification of the Bidder	6.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
6.14	Negotiations	6.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		6.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		6.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		6.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		6.14.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		6.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		6.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
6.15	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	6.15.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

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7. Award of Contract			
7.1	Procuring Entity's Right to Vary Quantities	7.1.1	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.
		7.1.2	Repeat order for additional quantities may be placed within one month of completion of the supply. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods may be proportionately increased.
7.2	Dividing quantities among more than one Bidder at the time of award	7.2.1	As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, if allowed in bid document, 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. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
7.3	Acceptance of the successful Bid and award of contract	7.3.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		7.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		7.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		7.3.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		7.3.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.

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		7.3.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
7.4	Signing of Contract	7.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
		7.4.2	If the Bidder, whose Bid has been accepted, fails to sign a written Rate Contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		7.4.3	The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
7.5	Performance Security	7.5.1	Performance Security shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
		7.5.2	The amount of Performance Security shall be 5%/1%, or as specified in the BDS, of the amount of the supply order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.
		7.5.3	Performance Security shall be furnished in the form as specified in BDS.

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		7.5.4	Performance Security furnished in the form of a Bank Guarantee or Electronic Bank Guarantee (e-BG)/ document, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and / or maintenance and defect liability period, if any or as specified in the BDS.
		7.5.5	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		7.5.6	<p>Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases :-</p> <ol style="list-style-type: none"> when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/ placement of supply order; or when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or when any terms and conditions of the contract is breached; or Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document. <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
7.6	Punishment	7.6.1	<p>If the bidder during the supply of goods, interferes with the procurement process as mentioned in section 42 of RTTP Act, then following actions can be taken:</p> <ol style="list-style-type: none"> As per Section 42 of RTTP Act, the bidder could be punished with fine which may extend up to INR Fifty (50) lakhs or ten percent of the assessed value of procurement whichever is less besides forfeiture of Performance Security: and/or

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			<p>ii. As per Section 46 of RTPP Act, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three (03) years.</p> <p>iii. Vexatious appeals or complaints:- Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under RTPP Act, 2012 with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five percent of the value of procurement, whichever is less.</p>
8. Grievance Handling Procedure during Procurement Process (Appeals)			
8.1	Grievance Redressal	8.1.1	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure- I of ITB to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First Appellate Authority:- Chairman/Administrator, Rajasthan Cooperative Dairy Federation Ltd. Jaipur.</p> <p>Second Appellate Authority:- The Secretary/Principal Secretary/ Additional Chief Secretary, Department of Gopalan, Government of Rajasthan, Jaipur.</p>
8.2	Filing an appeal	8.2.1	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 or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.
		8.2.2	Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings.
		8.2.3	Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.
8.3	Appeal not to lie in certain cases	8.3.1	<p>No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-</p> <p>(a) Determination of need of procurement;</p> <p>(b) Provisions limiting participation of Bidders in the Bid process;</p>

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			<p>(c) The decision of whether or not to enter into negotiations;</p> <p>(d) Cancellation of a procurement process;</p> <p>(e) Applicability of the provisions of confidentiality.</p>
8.4	Form of Appeal	8.4.1	<p>An appeal shall be in the Annexure-I Form along with as many copies as there are respondents in the appeal.</p> <p>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.</p> <p>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.</p>
8.5	Fee for filing appeal	8.5.1	<p>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.</p> <p>B. The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.</p>
8.6	Procedure for disposal of appeals	8.6.1	<p>1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.</p>
		8.6.2	<p>2. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall -</p> <ol style="list-style-type: none"> Hear all the parties to appeal present before him; and Peruse or inspect documents, relevant records or copies thereof relating to the matter. <p>3. 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.</p> <p>4. The order passed under sub-clause above shall be placed on the State Public Procurement Portal.</p>

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Annexure-I

FORM No. 1 [See rule 83]

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

Appeal Noof

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):

- 1.
- 2.
- 3.

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

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Section II

BID DATA SHEET

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BID DATA SHEET

1	For Supply, Installation and Commissioning of QR CODE APPLICATOR AND QR CODE STICKERS WITH SOFTWARE
1.1.1	The Procuring Entity:- Managing Director, Rajasthan Co-operative Dairy Federation Limited, Jaipur-17.
1.1.2	Bids are invited for supply/supply, installation & commissioning of the above mentioned goods to the Milk Unions/Units of RCDF from bonafide manufacturers or their authorized suppliers for a Rate Contract for a period of two year which may be further extended by another period of three months on the same terms & conditions and prices.
1.1.3	LEGAL COMPETENCY OF BIDDER TO SIGNING THE BID Individual signing the bid or other documents connected with this bid must specify whether he signs as : “Sole Proprietor” of the firm or constituted attorney of such proprietor. The partner of the firm, if it is a partnership firm in which case, he must have authority to refer to arbitration disputes pertaining to business of the partnership either by virtue of the partnership deed or by holding the power of attorney. Constituted attorney of the firm, if it is a Company.
1.1.4	Purchase preference to local enterprises of Rajasthan, if applicable, shall be given as per Finance Department Notification SO165 dated 19.11.2015 and SO132 dated 29.08.2018 under Rajasthan Transparency in Public Procurement Act, 2012 (Act no. 21/2012) read with rule 33 of the Rajasthan Transparency in Public Procurement Rules, 2013. In order to avail the same, bidders shall have to submit duly filled and verified prescribed Form ‘A’ and ‘B’ with the technical bid in Tech-6.
1.1.5	The bidders are required to note that purchase orders released by the Milk Unions/Units within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate.
2	Bidding Documents
2.1.1	The bidder shall be deemed to have carefully examined the specifications as given in the bidding document. If any clarification is required contact General Manager (Purchase), RCDF, Room No. 606, Floor No.6, Saras Sankul, JLN Marg, Jaipur-302017, Ph. No. 0141-2710209, Mobile No. 09829059565 E-mail: pur-rcdf-rj@nic.in
2.2.1	A pre-bid conference will be held.
3	Preparation of Bids
3.1.1	The language of the bid is English and uploading documentation in Hindi/English is permitted.
3.2.1	Bid is required to be submitted in two parts :- technical bid and financial bid
3.3.1	Price of bidding document is Rs.2360/- (Two thousand three hundred sixty Only) inclusive of GST (Rs.2000 tender form fees plus 18% GST).Amount of bid security is Rs.4,05,000/- (Rs. Four lacs five thousand only).These must be in the form of two separate bank demand draft/banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, Rajasthan Co-operative Dairy Federation Limited, Jaipur payable at Jaipur. Bid security can also be deposited through Bank Guarantee or Electronic Bank Guarantee (e-BG) issued by a Scheduled Bank in India in the specified given format valid for a period of six months from the bid submission deadline date i.e. valid upto 01.05.2024.

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	<p>Tender processing fee is Rs.2000/- (Rs. Two thousand only). This must be in the form of demand draft in favour of MD, RISL payable at Jaipur.</p> <p>These three original instruments alongwith Power of Attorney in Tech-8 shall be submitted personally or dropped in the Bid Box or deposited in the office of General Manager (Purchase), RCDF, Saras Sankul, JLN Marg, Jaipur-302017, by post in sealed envelopes before time and date of opening of technical bid, failing which the bid shall be rejected. The number of DD, BG or e-BG etc. to be mentioned on www.eproc.rajasthan.gov.in at respective columns.</p>
3.3.2	<p>Rajasthan Co-operative Dairy Federation Ltd. (RCDF Ltd.) Bank Details :-</p> <p>Bank Name- Punjab National Bank Branch – JLN Marg, Jaipur-302017 IFSC Code – PUNB0070210</p>
3.4.1	<p>The bidder shall submit with the its technical bid on www.eproc.rajasthan.gov.in website, the following documents:-</p> <ul style="list-style-type: none"> • Bid Submission Letter in Pursuance and Acceptance of RCDF Prescribed Terms & Conditions to be given on firm's letter head duly signed with seal in the format given at Tech-1 is to be scanned and uploaded. • Bidders organization details to be given on the firm's letter head duly signed with seal in the format given at Tech-2 is to be scanned and uploaded. • Bidders work experience details to be given on the firm's letter head duly signed with seal in the format given at Tech-3 is to be scanned alongwith copies of purchase orders. • The statement of average annual turnover for last three preceding financial years from Chartered Accountant with sign, seal and registration number and UDIN No. of CA is to be scanned and uploaded at Tech-3(i). • Technical deviations statement form to be given on firm's letter head duly signed with seal in the format given at Tech-4 is to be scanned and uploaded. • If manufacturer, please upload scanned copy of manufacturing licence/Udyog Aadhaar Card, if not, then manufacturer's authorization form duly signed with seal by the manufacturer on the manufacturing firm's letter head in the format given at Tech-5 is to be scanned and uploaded. • Copy of GST Registration Certificate and Pan Card is to be scanned and uploaded at Tech-6. • For Small Scale Industries of Rajasthan, in order to avail the purchase preference or concessional performance security upload the form no. SO165 (A) & (B) and SO132 dated 29.08.2018 and certificate verified by General Manager, District Industries Centre, competent authority of Industries Department, Govt. of Rajasthan. • Copy of cancelled cheque of Bank Account given for RTGS details is to be scanned and uploaded at Tech-6. • Declaration by the bidder in compliance of section 7 & 11 of the Act be given on the firm's letter head duly signed with seal in the format given at Tech-7 is to be scanned and uploaded.

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	<ul style="list-style-type: none"> Declaration of Authorization to sign on behalf of the Bidder in the form of Power of Attorney/ Board Resolution/ Letter of Authorization written on stamp paper of appropriate value and attested by notary be scanned and uploaded in the format given at Tech-8. The original copy of the power of attorney on stamp paper (Tech-8) is to be submitted in RCDF Ltd. alongwith the original DD's for tender form fees, tender processing fees and bid security. If bid security is being given in the form of Bank Guarantee or Electronic Bank Guarantee (e-BG), it may be given in the format given at Tech-9. <p>Note:- Photocopies of all documents being submitted with the technical bid should be self-attested.</p>
3.5.1	The bidder shall submit the financial bid in the prescribed format in XLS. Sheet on www.eproc.rajasthan.gov.in website.
3.6.1	Alternative bids are not permitted.
3.7.1	The terms of quoted price are F.O.R. all Milk Unions/Units inclusive of all expenses and applicable GST.
3.7.2	<p>A common F.O.R. rate for all Milk Unions/Units anywhere in Rajasthan must be offered against the specified item as sought in the BOQ. Approval of rate will be for the item as a whole as specified in specifications.</p> <p>After issue of letter of approval RCDF at its sole discretion can delete or add any destination/unit to the approved party. Quantity anticipated (which may vary substantially on either side) is indicated in the Schedule-I of Schedule of Supply.</p>
3.7.3	The Goods & Service Tax as prevailing upto the date of submission of bid must be included in the net F.O.R. Rate. This however should be shown separately, so that in the event of any change in the GST by the Government (State or Central), the same will be considered for increase/ decrease over the net FOR rates.
3.8.1	The currency of bids is in Indian Rupees.
3.9.1	Bid validity period is 120 days.
3.10.1	The bid security shall be required in form of DD/Bank Guarantee or Electronic Bank Guarantee (e-BG) or bid securing declaration (as applicable).
3.10.2	Pre bid meeting to be held at RCDF Head Quarter Jaipur on 16.10.2023 at 12.00 Noon.
3.10.3	Clarification end date/uploading of clarifications by RCDF upto 05.00 PM of 17.10.2023.
4	Submission and opening of bids
4.1.1	The bid is to be submitted electronically on the website of www.eproc.rajasthan.gov.in .
4.2.1	The deadline of bid submission is date 01.11.2023 and time 3.00 PM.
4.3.1	The bid opening shall be at RCDF Hq., Room No. 605, Floor No. 6, Saras Sankul, JLN Marg, Jaipur-302017 on 02.11.2023 Time 2.30 PM.
5	Evaluation and comparison of bids.
5.1.1	Bid evaluation and comparison shall be as per bid documents.
6	Award of contract
6.1.1	Rate Approval Letter (RAL) will be issued to the approved bidder.
6.2.1	The Rate Contract would be valid for two year, further extendable for three months.

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6.3.1	<p>The performance security amount required to be deposited is 5% of the contract value or as may be decided by Govt. of Rajasthan from time to time.</p> <p>The performance security upto Rs.20,00,000/- must be furnished in the form of either Bankers Cheque/Pay order/Bank Draft issued by a scheduled bank in India. If amount of performance security is more than Rs.20,00,000/-, the bidder/ supplier shall furnish performance security in form of Bankers Cheque/Pay order/Bank Draft upto Rs.20,00,000/- and above Rs.20,00,000/- (for remaining balance amount which work out as more than Rs.20,00,000/-) can be furnished in the Bank Guarantee or Electronic Bank Guarantee (e-BG). The validity period of BG/e-BG shall be of six months beyond the date of expiry of the period of the Rate Contract.</p> <p>The performance security shall be 1% of the amount of quantity of approved value of contract for supply of goods, in case of Small Scale Industries of Rajasthan. For availing this concessional rate of performance security the bidder has to upload the certificate duly verified by General Manager, District Industries Centre of Rajasthan or other competent authority of Industries Department, Govt. of Rajasthan. The said certificate is to be uploaded alongwith bid.</p>
7	Grievance handling procedure during Procurement Process
7.1.1	The Designation and complete Address of First Appellate Authority is Chairman/Administrator, RCDF, Jaipur.
7.2.1	The Designation and complete Address of Second Appellate Authority is Secretary/ Principal Secretary/ Additional Chief Secretary, Gopalan Department, GOR, Secretariat, Jaipur.

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Section III

Qualification and Evaluation Criteria

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Section III

Section III: Qualification and Evaluation Criteria

1. In the technical bid, the bidder shall furnish documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the formats given in bidding forms of the bid document.
2. The bidder must be an experienced manufacturer or authorized by him for supplying the subject goods. If manufacturer, scanned copy of manufacturing license/factory license/udyog aadhaar etc. be scanned and uploaded. If not a manufacturer, then manufacturer's authorization form duly signed with seal by the manufacturer on the manufacturing firm's letter head alongwith the copy of manufacturing license and/or udyog aadhaar of the respective manufacture, in the format given at Tech-5 is to be scanned and uploaded.
3. The bidder shall be considered eligible only if the bidder's audited average annual financial turnover in the same name and style in last three financial years shall not be less than the estimated value of quantity. The statement of average annual turnover from Chartered Accountant with sign, seal and registration number and UDIN of C.A. should be scanned and uploaded in Tech-3(i) with bid.
4. The bidder in the same name and style shall have completed one project similar to the subject matter of procurement, for which the NIT is issued, during the last three years. Details of experience and past performance of the bidder on works of similar nature with at least one, similar to the subject matter of procurement, within the past three years, and details of current works in hand and other contractual commitments shall be submitted as per Tech-3 of this bidding document.
5. The bidder should be in existence for three years or more. Proof of registration of the firm since three years or more must be uploaded.
6. The bidder should submit statement of deviations and exceptions to the provisions of the technical specifications demonstrating the goods and services substantial responsiveness to the specifications in the form provided at Tech-4.

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7. Pursuant to statement of technical deviation given at Tech-4, the bidder shall note that standards for workmanship, material and equipment, and references to brand names of catalogue numbers designated by the purchaser in its technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the technical specifications.
8. For the purpose of further establishing the bidder's ability to execute this particular contract if required, bidders shall submit following documents, upon being asked:
 - a. a detailed description of the goods essential technical and performance characteristics;
 - b. a list giving full particulars, including available sources and current prices of all spare parts, special tools etc. necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods use by the purchaser.
9. The Bidder must not have been debarred by the State Government or Rajasthan cooperative Dairy Federation Ltd. or blacklisted by any other procuring entity.
10. Bidder should be Member of ASPA - Authentication Solution Providers' Association and IHMA - International Hologram Manufacturers Association.
11. Bidder must have ISO 9001:2015 and ISO 27001:2013 Information Security Management System.
12. The Bidder must have PAN number and GST number.
13. All the details/documents which have been sought must be scanned/uploaded.
14. The offers of the bidders who do not fulfill the above criterion may not be considered.
15. The successful Bidder will be one who fully agrees to comply with all the terms and conditions of this Bid document without any omission, deviation and reservation and possesses the required qualifications and experience and whose financial bid is evaluated as the lowest by Rajasthan Cooperative Dairy Federation Ltd.
16. Bidders must note that in case of variation in certain terms like warranty period etc. as mentioned in the tender terms & conditions vis a vis technical specifications, the one mentioned in the technical specifications will take precedence and would have to be complied with.

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Section IV : Schedule of Supply

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Schedule-I

APPROX. REQUIREMENT OF RATE CONTRACT FOR QR CODE APPLICATOR AND QR CODE STICKERS WITH SOFTWARE

S. No.	Name of Union	QR CODE APPLICATOR	HANDHELD APPLICATOR	QR CODE STICKER
		Qty. (in Nos.)	Qty. (in Nos.)	Qty. (in Nos.)
1	Alwar	1	0	Approximate requirement 1.50 Crore per year
2	Ajmer	1	0	
3	Bikaner	1	0	
4	Chittorgarh	1	0	
5	Hanumangarh	1	0	
6	Sikar	1	0	
7	Raniwara	1	0	
8	Jaipur	1	0	
9	Jodhpur	1	0	
10	Kota	1	0	
11	Pali	1	0	
12	Tonk	1	0	
13	Udaipur	1	0	
14	Bharatpur	0	1	
15	Banswara	0	1	
16	Baran	0	1	
17	Churu	0	1	
18	Jhalawar	0	1	
19	Barmer	0	1	
20	Nagaur	0	1	
21	Jaisalmer	0	1	
22	Sawai Madhopur	0	1	
23	Rajsamand	0	1	
	TOTAL	13	10	3 Crore

NOTE:-

1. Quantities mentioned above may vary substantially on either side/may increase/may decrease.
2. No minimum quantity is guaranteed.
3. In case purchase orders are placed for less than the quantity specified/mentioned above the bidder shall not be entitled for any claim or compensation.
4. Conveyor requirement will be decided by individual Milk Union, as per their requirement.

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Schedule-II

Delivery and Completion Schedule

1. Supplies are required to be made directly to the various Unions/Units of RCDF within 30 days from the date of dispatch of orders or as settled with the bidder or as provided in acceptance of bid and letter of approval, for all the purchase orders being placed on the supplier.
2. The above period of execution will be counted from the date of dispatch of orders. Liquidated damages will be recovered for the days in excess of the period prescribed for supply as specified in General Conditions of Contract. It will also be open to the Purchasing Officers to return the goods which are delivered later than the stipulated period and effect risk purchase in such cases or in case it is found that the goods received are not as per the prescribed specification.

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Technical Specifications

ANNEXURE -X

Technical Specification

RCDF/Milk Unions are

The Dairy, a union of Saras is looking to secure their product package against counterfeiting and tampering as well as allowing end consumer to authenticate the genuineness of the product using simple their mobile phones without downloading any app and also track the products.

The Solution must create a unique digit identity for each product manufactured and allow consumers to interact with these ID's without the use of any mobile application. The digital identity should be via Secure QR Codes that makes duplication or reuse of QR code extremely difficult.

Software

1. Serialization /Unique Identity

- The unique Identity for every pack should be Via QR code Hidden under the High security Holographic scratch with security features as mentioned in Scratch surface specification.
- The UID Generated in the form of QR code must be unique and randomized.
- Ability to generate UIDs (QR Codes) on demand via a cloud-based web platform these QR Codes can either be blank (Can be assigned to any product in the future or assigned (UIDs mapped to products at the time of generation of IDs.
- Ability to capture the batch and other information (including but not limited to batch number expiry date manufacturing date, lab test report etc.) and pair them, with the QR Code via both an android mobile application and the cloud. Based web platform. This information should also be presented to the consumers when they scan the QR codes. Dairy should be able to dynamically add information with the QR code codes in the form attributes as and when required.
- The UIDs should be inactive and blank at the time of generation. The plant user should be able to map a set of UIDs (based on the first and the last sequence number) to specific product and a batch. The UIDs should get auto activated after assignment of the product If a UID is scanned before activation it should show an error message to the person scanning it.
- Ability to maintain a log of ID generation, activation, and utilization.
- Ability to soft-kill QR codes when scanned for the first time. Subsequent scans from different devices should declare the product as suspicious.
- Provision for consumers to scan the QR codes without having to download a specific app. and ability to capture location of the consumer scan.
- Ability to capture the batch and other information and pair them with the QR codes. This information should also be presented to the consumers when they scan the QR codes.
- Ability for consumers to report counterfeit products back to Saras along with name of the store and picture of the counterfeit product.

2. Mobile app

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The Mobile app should be developed specifically for SARAS Dairy and the mobile application should be available in android play store and their should be different login credential for each dairy plants.

The mobile app should be connected with secured (SSL) backend (Web application) and hosted at MS Azure cloud sever

The solution should also include a mobile app that allows the plant users to do the following –

- Allow users in the plant to assign products to blank IDs either by entering sequence number on the mobile app or by scanning the first and last QR codes.
- Restrict access to mobile app depending on the user roles.
- Mobile app should allow the users to enter the batch information and link it to the relevant digital ID's.
- UIDs once assigned to a product should not be allowed to be assigned to a different product. However, the batch information for a set of UIDs should be editable at any time and governed by proper user rights.

3. Web app

- Real-time analytics to capture consumer scans.
- Ability to slice and dice the data based on location, product, date and time of scans.
- Ability to generate digital IDs (QR codes) on demand. These QR codes can either be blank (can be assigned to any product in the future) or assigned (map digital IDs to products at the time of generation of IDs).
- Ability to define and populate attributes for specific batches.
- Ability to activate and de-activate IDs. IDs should be auto-activated once the labels with blank IDs reach the plant.
- Ability to maintain a log of ID generation, activation, and utilization.

4. Consumer Engagement/Marketing

- The solution should also allow the marketing users to define the marketing content on the landing page along with the product authentication results. These include:
 - Videos (up to 3 videos)
 - Redirectable Images (up to 3 sections of 3 images each)
 - Re-purchase option

SKS hains

- Rewards (via direct and real-time money transfer from Dairy's Paytm wallet to the consumer's Paytm wallet) on each scan or via lucky draw (the marketing team should be able to define this)
- Connect form for consumers to share feedback with Dairy.
- FAQ

The above information should be editable via a campaign management module based on

- Geography
- Product
- Time of day
- Day of week

- The marketing team should be able to configure/edit the above content (via campaign creation module) as and when required even after the products are in the market via the web dashboard.
- The consumer engagement metrics should be shown in real time on a separate web dashboard.
- Dairy should be able to re-target the consumers who have scanned the QR code on Social media platforms such as Facebook and Instagram to boost brand re-call! and re-purchase.
- The consumer landing page should get automatically updated based on the campaigns created by the marketing team.
- The layout of the landing page should be standard, and the campaigns created by one marketing user should just modify the content on the landing page.
- Ability to slice and dice both consumer engagement and product authentication data based on location, product, date and time of scans.

5. Setup/Configuration

- Ability to create and maintain product hierarchy as per Saras" product master and capture different attributes about each product.
- User management to restrict access to the platform depending on the user roles.
- Ability to create a separate company for each of the Saras' units on the platform.
- Ability to define custom dynamic attributes and lime it to the unique QR codes on products. Attributes should be of 2 types – product level attributes (eg. Net weight, manufacturing license number etc.) and batch level attributes (e.g. Batch number, expiry date, lab test report etc.)

Sushama

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6. Software Infrastructure and Security

• Infrastructure

- The software should be hosted on AWS cloud with its data center in India.
- Software deployed in multiple availability zones for backup and disaster recovery.
- Network load balancer to manage traffic across multiple targets and availability zones.
- Parallel running identical service replicas to ensure high availability and output of services.
- Automated database backup of RDS and Document DB Using AWS Backup Service.
- The solution should have APIs to for transfer of master {product etc and transactional (process order etc.) data for future integration:

Area	Specification
Software	Database for tracking and recording scan statues should be Post GRE SQL.
Software	Backend Architecture should be built on NodeJS.
Software	AES256 encryption for data transfer though API
Technology Infrastructure	Azure server setup in cloud
Technology Infrastructure	Well defined containerization strategy
Technology Infrastructure	Well defined load balancing and DNS strategy
Technology Infrastructure	Multi-tenet architecture
Technology Infrastructure	Micro-services-based architecture.

SK Sharma

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Hardware

1. Labels

The vendor should provide pre-printed, physical Holographic labels/stickers equipped with QR codes (covered under a scratch surface) that can go on Saras packs (at the packaging plant). These labels can go on any product and the mapping of labels to products should happen at the time of manufacturing using a mobile app. The specifications of the labels are:

- Scratch Surface - The Holographic Scratch shall be aluminum metalized by hot stamping with heat and pressure on the label surface. Holographic Scratch must have security features Relief Effect (Imbossed Metallic Effect-without Rainbow Colour) "SARAS LOGO", Parallax Movement of Text inside the lens when viewed under spotlight "Letter "S")", Customized Speaking Feature " This is original product from Saras Diary", Micro True Colour Image, Image made by Microstructure "SARAS LOGO"- Image to be made by combination of either micro numerical numbers or micro alphabets visible under 100X magnification and Micro text "SARAS" security features generated from Nano Master Origination of more than 5,000,00 DPI to secure the product against counterfeiting and tampering. (Label with hologram samples to be submit before due date of tender). Sample Submission before tender due date is mandatory. The Bidder have to Supply 40 Nos of Talking Pen and magnifying lens for Verification of Holograms free of Cost.

- Square-shaped; Rounded Corner — 20mm x 20mm
- Dynamic, hidden QR code along with 10-digit sequence number
- Face stock: A smooth white semi-gloss paper all-purpose material
- Face stock Weight: 75 gsm + 5 %
- Liner Weight: 62 gsm 5 %
- Adhesive coat weight = 20 gsm +/- 10%
- Saras logo with 3.6 mm width and 2.3 non height
- 10-digit alphanumeric serial number below QR code
- Text of font arial narrow, size 4.8 pt — Scan to check if Asli on top of scratch surface and below the QR area exposed to customers.

Seshams

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2. Applicator

Diary will also require label applicator machines to apply labels on their products. These labels will be applied on the products at the time of batch printing. Individual Dairy Units need applicators for applying labels on the products automatically for large production of products. These applicators should be capable and compatible for applying the Holographic Labels mentioned in the technical specifications.

2.1 The specification for the **applicator** will be as below:

- Labelling Speed: Up To 80 CPM (Depending up on Label / Product Size)
- Design: Left to Right
- Label Dispenser: Suitable Up to 95 mm Label Ht,
- Dispensing Speed: 14 - 25 mtr. / Mtr
- Max. Pre-Dispensing of Label: 25 mm.
- Label Width (Height) Range: 8 to 95 mm.
- Label Length Range: 8 to 300 mm
- Stop Tolerance.: +/- 1 mm.
- Max. Label Stock {Roll} Dia.: 300 mm
- Core Dia. Of Label Stock.: 76 mm
- Midi-Unwinder Dia.: 300 mm. With Suspended Spring and Automatic Paper Break.
- Micro Processor Control Panel (PLC): Feather Touch Keypad Operated Micro Processor Control Panel with HMI & PLC.
- Product Separating Device: ---NA
- Label Pressing System: Sponge Pressure Roller
- Main Drive Motor: 'Megha/TGPI /Rotomotive, Make, 0.5 HP, 1440 RPM. Three Phase,220V Input AC Motor
- Gear Box: 'Yash / Rotomotive/TGPI' Make
- Variable Frequency Drive (VPn): Allen Bradley Make, 0.5 HP.
- Product sensor: 'Wenglor/Leuze/Sick/ Banner' Make
- Label Sensor: 'Leuze/Sick' Make, Model: GS Q6/66-2

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- On-line Printing Unit (Optional): —NA—
- Power Supply: 220/240V AC, 50/60 Hz, Single Phase (Stabilized, Through 1 KVA CVI)

2.2 The specification for the Conveyor will be as below:

- Product Conveyor: 82/10 mm S.S. / Delrin Stat Conveyor of 1500 mm Length.
- Power Supply: 220/240V AC, 50/60 Hz, Single Phase (Stabilized, Through 1 KVA CVI)

2.3 The specification for the Handheld Applicator will be as below:

- The Speed of the Handheld Applicator should be 10-15 labels per minute.
- The Handheld applicator should be suitable for the labels as per the technical specifications.
- The Sensor of the handheld applicator should automatically detect labels to eliminate the need for manual alignment of the loaded labels.
- Maximum outer label roll diameter 100 mm, Inner core diameter of the label between 25 and 40 mm. A gap of 2-3 mm between each label.

Stephans

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Schedule-IV

Inspections and Tests

The buyer shall have the right to make inspection of any of the items under contract during the fabrications, at the factory of the supplier including access to drawings and test result, to assure that all machinery and equipment to be supplied shall conform to the details of the specifications.

Notwithstanding whether factory inspection is made or omitted upon arrival at delivery point and prior to the acceptance of the equipment and machinery delivered, the buyer shall have right to inspect them giving representative of the supplier an opportunity to be present. Upon acceptance an appropriate certificate will be issued.

(Signed & Sealed by the tenderer
in token of acceptance of above)

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RCDF
Jaipur

Section V : Bidding Forms

(Signed & Sealed by the tenderer
in token of acceptance of above)

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Jaipur

Technical Proposal (Bid)

(Signed & Sealed by the tenderer
in token of acceptance of above)

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Jaipur

Form TECH-1

BID SUBMISSION LETTER IN PURSUANCE AND ACCEPTANCE OF RCDF PRESCRIBED TERMS & CONDITIONS

(To be given on Company Letter Head)

**To,
Managing Director,
Rajasthan Co-operative Dairy Federation Ltd.,
Saras Sankul, JLN Marg, Jaipur -302017**

Sub: Acceptance of Terms & Conditions of Bid.

NIB No. _____

Tender ID No. _____

Name of Tender / Work / Item _____

Dear Sir,

We, the undersigned, declare that:

1. I / We have downloaded the bid documents for the above mentioned bid.
2. I/ We have examined and have no reservations to the entire Bidding Document, including Addenda and I / We shall abide by the same.
3. I / We hereby unconditionally agree & accept the terms & conditions of above mentioned bidding document in its totality / entirety.
4. I/ We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in the bidding document.
5. Our Bid shall be valid for a period of **120** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. If our Bid is accepted, we commit to submit a Performance Security of the amount of 5%/1% (Five percent/one percent) of the Contract Price or shall submit the Bid Securing Declaration, as the case may be, for the due performance of the Contract. As per details and terms & conditions of bid form.

(Signed & Sealed by the tenderer
in token of acceptance of above)

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**RCDF
Jaipur**

7. I/ We are not participating as Bidder in more than one Bid for supply of the subject Goods in this bidding process.
8. Our firm/or the firm authorizing us for the supply of subject goods has not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law.
9. I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
10. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
11. I/ We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.
12. In case any provisions of the bidding document are found violated or breached then procuring entity shall without prejudice to any other legal right or remedy be at liberty to reject this bid including the forfeiture of the full bid security amount absolutely.

Yours Faithfully,

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorized to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

(Signed & Sealed by the tenderer
in token of acceptance of above)

Form TECH-2 BIDDER'S ORGANIZATION DETAILS

PORFORMA TO BE SUBMITTED ON THE FIRM'S LETTER HEAD

The following information is very essential and must be filled in very carefully, legibly and complete to all the points:

1.	Name of Contact Person with designation & his mobile numbers		
2.	Complete correspondence address of Firm		
3.	Telephone No.		
4.	Fax No.		
5.	E-mail address		
6.	Manufacturing License/Udyog Aadhaar No. & Date		
7.	PAN no. of proprietor/partnership firm /company etc.		
8.	Capacity in which tender has been submitted proprietor/partnership firm /company etc.		
9.	Is the bidder a manufacturer, if yes, please mention the same. If not, then the manufacturer who has authorized should be indicated.		
10.	The total value of purchase orders / performance certificates successfully completed in last three years. Details of the same and copies to be enclosed as per Tech-3.		
11.	The total value of current supply orders in hand, if any. Details of the same and copies to be enclosed as per Tech-3.	Year	Value (Rs. in lacs)
		2023-24	
12.	Year wise sales/income from operations/turnover as per manufacturing & trading account and balance sheet for the last three years.	Year	Turnover (Rs. in lacs)
		2020-21	
		2021-22	
		2022-23	
13.	GST No. & Date		
14.	Bid acceptance letter given in the enclosed format given at Tech-1. (Yes/No)		

(Signed & Sealed by the tenderer
in token of acceptance of above)

15.	Installed capacity of the Plant per month				
16.	Details of RTGS: (Please upload a photocopy of a cancelled cheque of this account for confirmation).				
	Bank Name				
	Branch Name				
	RTGS / IFSC Code				
17.	Account Number				
	Information regarding current litigation / past debarment / black listing, if any.				
	Detail of Demand Draft's				
	Particular	Name of Bank and Branch	DD No.	DD Date	Amount
18.	Tender Processing Fees				
	Tender Fees inclusive of GST				
	Bid Security				

(Signed & Sealed by the tenderer
in token of acceptance of above)

Form TECH-3 BIDDER'S EXPERIENCE DETAILS

- Details of purchase orders successfully executed in last three years/ performance certificates of last three years and the current supply orders in hand may please be summarized chronologically in the given format and **copies of the same may be scanned and uploaded.**

Details of Purchase Orders of last three years.

S. No.	P.O. Number and Date	Issued By / Name of Buyer	Name of the item	Amount (Rs./P.)	Page No.
1.					
2.					
3.					
4.					
TOTAL					

Details of Current Purchase Orders/Purchase Orders in hand.

S. No.	P.O. Number and Date	Issued By / Name of Buyer	Name of the item	Amount (Rs./P.)	Page No.
1.					
2.					
3.					
4.					
TOTAL					

(Signed & Sealed by the tenderer
in token of acceptance of above)

FORM TECH-3 (i)

(On Firm's letter head)

Annual turn over statement

The Average Annual Turnover of M/s.....(*Name of Firm*).....and address for the past three years are given below and certified that the statement is true and correct:-

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2020-21	-
2.	2021-22	-
3.	2022-23	-
Total		- Rs. _____ Lakhs

Average annual turnover of last three
above mentioned financial years

- Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant

(Name & Address.)
Reg. No.
Tel. No.
Mob. No.
UDIN No.

(Signed & Sealed by the tenderer
in token of acceptance of above)

Form TECH-4 TECHNICAL DEVIATION STATEMENT FORM

(Refer Qualification and Evaluation Criteria)

The following are the particulars of deviations from the requirements of the tender technical specifications :

<u>CLAUSE</u>	<u>DEVIATION</u>	<u>REMARKS</u> (Including justification)
---------------	------------------	---

Dated

Signature and seal of
the Manufacturer/Bidder

NOTE :

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.
2. The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviation furnished in the statement.

(Signed & Sealed by the tenderer
in token of acceptance of above)

Form TECH-5

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

MANAGING DIRECTOR,
RAJASTHAN CO-OPERATIVE DAIRY FEDERATION
"SARAS SANKUL", J.L.N. MARG,
JAIPUR – 302 017.

Sub : - Tender reference No. _____.

Dear Sir,

We _____ an established and reputable
manufacturers of _____ having factories at
_____ and _____ do hereby authorize
M/s. _____ (Name and address of Agents) to bid,
negotiate and conclude the contract with you against tender reference
No. _____ for the above said goods manufactured by us.

No company or firm or individual other than M/s. _____ are
authorize to bid, negotiate and conclude the contract in regard to this business against
this specific tender.

We hereby extend our full guarantee and warranty for the goods offered for supply
against your tender.

Yours faithfully,

(NAME)
for and on behalf of M/s.
(Name of Manufacturers)

Note : This letter of authority should be on the Letter Head of the manufacturing
concern and should be signed by a person competent and having the power of attorney
to bind the manufacturer.

(Signed & Sealed by the tender
in token of acceptance of above)

Form TECH-6

Scan and upload Chartered Accountant certificate for turnover, GST Certificate, PAN Card and Cancelled Cheque

1. The statement of average annual turnover for last three financial years from Chartered Accountant with sign, seal and registration number and UDIN number is to be scanned and uploaded at Tech-3(i).
2. Copy of GST Registration Certificate and PAN Card is to be scanned and uploaded.
3. Copy of cancelled cheque of Bank Account given for RTGS details is to be scanned and uploaded.
4. **Purchase preference to local enterprises, if applicable, shall be given as per Finance Department Notification SO165 dated 19.11.2015 and SO132 dated 29.08.2018 under Rajasthan Transparency in Public Procurement Act, 2012 (Act no. 21/2012) read with rule 33 of the Rajasthan Transparency in Public Procurement Rules, 2013. In order to avail the same, bidders shall have to submit duly filled and verified prescribed Form 'A' and 'B' with the technical bid in tech-6.**

(Signed & Sealed by the tenderer
in token of acceptance of above)

Form A

(Apply in Duplicate)

Application by MSME for Price Preference or Purchase Preference or both in Procurement of Goods

To,
The General Manager
DIC, District

1. Name of Applicant with Post:
2. Permanent Address:
3. Contact Details:
 - a. Telephone No.:
 - b. Mobile No.:
 - c. Fax No.:
 - d. Email Address:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of Work Place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum: (enclose photo copy)
8. Products for which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum availed:
9. Products for which are at present being produced by the enterprise:
10. Products for which price preference or purchase preference or both has been applied for:
11. Production capacity as per Capacity Assessment Certificate (enclose photocopy of Capacity Assessment Certificate)

Serial No.	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

12. List of Plant & Machinery installed

Serial No.	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

(Signed & Sealed by the tenderer
in token of acceptance of above)

13. List of Testing Equipments installed

Serial No.	Name of Testing Equipments	Quantity	Value
1			
2			
3			
4			

14. Benefits availed as per price preference certificate in last financial year and current financial year

a. Benefits depositing Bid Security and Performance Security:

Last Financial Year			Current Financial Year	
Department	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last Financial Year				Current Financial Year		
Department	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10.

Date

Signature

(Name of the applicant along with seal of post)

Office of the District Industries Centre _____

(Signed & Sealed by the tenderer
in token of acceptance of above)

CERTIFICATE

(See clause 10)

File No. _____

Date _____

It is certified that M/s _____ was inspected
by _____ on dated _____ and the facts
mentioned by the enterprise are correct as per the record shown by the
applicant. The enterprise is eligible for Purchase Preference under this
notification. The certificate is valid for one year from the date of its issue.

Office Seal

Signature

(Full Name of the Officer)
General Manager
District Industries Centre
Rubber Seal/Stamp

Enclosure- (1) Application
(2)
(3)

(Signed & Sealed by the tenderer
in token of acceptance of above)

Form B

Format of Affidavit (See clause 11)

IS/oAged..... Yrs..... Residing at.....
..... Proprietor/Partner/Director of M/s do hereby solemnly
affirm and declare that :

- a. My/Our above noted enterprise M/s has been issued acknowledgement of
Entrepreneurial Memorandum Part - II by the District Industries Center
..... The acknowledgement No.is dated and
has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
--------------	------------------------------

- (i)
(ii)
(iii)
(iv)
(v)

- b. My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has
not been cancelled or withdrawn by the Industries Department and that the enterprise is
regularly manufacturing the above items.
- c. My/Our enterprise is having all the requisite plant and machinery and is fully equipped
to manufacture the above noted items.

Place _____

Signature of
Proprietor/ Director Authorized Signatory
with Rubber Stamp and date

Note : If the cost of items to be procured/hired exceeds Rs.100000/- (Rupees One lakh), the
Procuring Entity would be required to have the production unit inspected to satisfy itself of
the production capacity and that quality control measures are installed.

(Signed & Sealed by the tender
in token of acceptance of above)

FORM TECH-7

(To be given on the firm's letter head duly sealed & signed)
**Declaration by the Bidder in compliance of Section 7 & 11 of the
Act**

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, Rajasthan Cooperative Dairy Federation Ltd. SarasSankul JLN Marg, Jaipur-302017, Rajasthan for procurement of _____ to be supplied to your milk unions. In response to their Bid/Tender No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Rajasthan Cooperative Dairy Federation Ltd.
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a Rate Contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(Signed & Sealed by the tenderer
in token of acceptance of above)

5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder/Tenderer

Place:

Name :

Designation:

Address:

(Signed & Sealed by the tenderer
in token of acceptance of above)

FORM TECH-8

POWER OF ATTORNEY

(On Stamp paper of Rs.100/- and attested by notary)

- a. Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of for uploading the tender (as Digital Signature Certificate is in his name)
- b. Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder for supply of _____ to your milk unions, including signing and submission of all documents and providing information/responses to RAJASTHAN COOPERATIVE DAIRY FEDERATION LTD., JAIPUR in all matters in connection with our bid for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney's pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney's shall and shall always be deemed to have been done by us.

Dated this the Day of Acceptance

For Name & signature

(Name and designation of the person(s) signing on behalf of the Applicant)

Signature attested

Signature of competent authority

(Signed & Sealed by the tenderer
in token of acceptance of above)

Form TECH-9

Bid Security in form of Bank Guarantee or Electronic Bank

Guarantee (e-BG)

[To be issued by a Scheduled Bank in India and must be duly stamped]

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary:

The Managing Director
Rajasthan Cooperative Dairy Federation Ltd,
Saras Sankul, JLN Marg, Jaipur-302017 Rajasthan
Date: [insert date]

BID GUARANTEE No.: [insert number]

We have been informed that **[insert name of the Bidder]** (hereinafter called "the Bidder") has submitted to you its Bid dated **[insert date]** (hereinafter called "the Bid") for the supply of _____ to our milk unions under Bid No. **[insert BID number]**. Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Bidder, we **[insert name of Bank]** hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of **[insert amount in figures][insert amount in words]** upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid/Tender conditions, because the Bidder:

- (a) has withdrawn its Bid/Tender during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Rajasthan Cooperative Dairy Federation Ltd, Jaipur during the period of Bid/Tender validity,
 - (i) fails or refuses to execute the Contract Form, if required,
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB),
 - (iii) does not accept the correction of errors in accordance with the ITB, or
 - (iv) breaches any provision of the Code of Integrity specified in ITB;

(Signed & Sealed by the tenderer
in token of acceptance of above)

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) Six months after the expiration of the Bidder's Bid/Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Bank's Seal _____ of Bid Security

(Signed & Sealed by the tenderer
in token of acceptance of above)

Financial Proposal (Bid)

(Signed & Sealed by the tenderer
in token of acceptance of above)

RCDF
Jaipur

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

RATE STATEMENT

(To be submitted in Financial bid envelop only)

PURELY INDICATIVE FOR E-TENDERS AS THE RATES ARE REQUIRED TO BE FILLED ON THESE LINES IN THE PRESCRIBED BOQ IN .XLS FORMAT

RATE QUOTATION FORM FOR SUPPLY / SUPPLY, INSTALLATION & COMMISSIONING OF SUBJECT GOODS/EQUIPMENT (TO BE UPLOADED IN FINANCIAL BID COVER-2)

S. No.	Particulars	QR Code Applicator (Rate in Rs. per unit)	QR Code Sticker with Software (Rate in Rs. per unit)	Handheld Applicator (Rate in Rs. each)	Conveyor for Applicator (Rate in Rs. per unit)
1.	Basic Unit Price (inclusive of all expenses)				
2.	GST				
3.	F.O.R. Unit price for supply (inclusive of all expenses) (1+2)				
4.	Installation & Commissioning Charges				
5.	GST				
6.	Total FOR Unit Price for I&C (4+5)				
7.	Total Net F.O.R. Unit Price for supply, installation & commissioning (3+6) (in figures and in words)				

***The FOR rates indicated at sr.no. 3, 6 & 7 includes all duties & taxes even if not explicitly mentioned here but in vogue/applicable at the time of furnishing rates, for S/I/C anywhere in Rajasthan.**

Note :

- (i) The conditional offer which affect the rate of quoted items shall be liable for rejection even if the quoted rate is lowest.
- (ii) L1 bidder will be evaluated on the basis of cost of 3 crore QR stickers and 13 nos. of applicator.

(Signed & Sealed by the tenderer
in token of acceptance of above)

SECTION VI (A) GENERAL CONDITIONS OF CONTRACT

(Signed & Sealed by the tenderer
in token of acceptance of above)

RCDF
Jaipur

General Conditions of Contract

S. No.	Particulars	Clause	Description
1.	<u>Pre Bid Conference</u>	1.1	Pre bid conference dates for the equipments are given in the NIT. The bidders can seek any clarifications in the Pre-bid conference on the bids they intend to participate in, and so the bidders are advised to depute their authorized representative to attend the same, without fail. After scrutiny of the technical bids, the clarifications, if any, will be obtained from the bidders during the technical discussions. The bidders are advised to depute their authorized representative for the technical discussions on the date and time as informed by the RCDF.
2.	<u>Price</u>	2.1	The rate must be offered on the basis of F.O.R. site inclusive all. The rates quoted should remain open (valid for acceptance) for a minimum period of 120 days from the date of bid submission deadline date. GST and any other type of duties/taxes as prevailing up to the date of submission of rates must be included in the net F.O.R. rate. These, however should be shown separately, so that in the event of any change in these charges by the Government (State or Central), the same will be considered for increase/decrease over the net F.O.R. rates.
		2.2	Rate must be offered for supply of the subject equipment to the Milk Unions/Units of RCDF from bonafide manufacturers or their authorized suppliers on a Rate Contract for a period of two year which may be further extended by another period of three months on the same terms & conditions and prices.
		2.3	The bidders are required to note that purchase orders released by the Milk Unions/Units within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate.
3.	<u>Scope of Supply</u>	3.1	The suppliers shall supply the material/articles in accordance with specifications.
		3.2	The Goods and Related Services to be supplied shall be as specified in the bidding document.
		3.3	Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

(Signed & Sealed by the tenderer
in token of acceptance of above)

4.	<u>Erection, Testing & Commissioning</u>	4.1	The bidder shall erect/install the equipment in accordance with the terms and conditions/specifications in the bidding document.
5.	<u>Spare Parts</u>	5.1	If required, the bidders shall submit a recommended list of spare parts alongwith the price valid for two year for each items of the equipment which would be reasonable to anticipate as necessary, to enable the equipment to be operated and maintained in a satisfactory manner for a period of 24 calendar month from the date of commissioning.
		5.2	The cost of spare parts will not be considered in evaluating the bids.
		5.3	The prices thus quoted for the spares should be valid for 12 calendar months from the date of opening of the bid.
6.	<u>Unloading charges at site</u>	6.1	<p>For supply/supply, installation & commissioning of subject matter procurement, the price should be inclusive of unloading charges.</p> <p>The material/equipment/machinery offered must be securely packed at the cost of the suppliers to withstand tough handling enroute by road/rail/air. Packing should be provided with protective lining to avoid damage to the surface of the packing and the items packed inside.</p> <p><u>Marking :</u> Each package delivered under this bid shall be marked by the suppliers at their own expenses. Such markings shall be distinct and should bear the following: Name of the supplier. Details of the items in the package. Weight gross, net and tare. Name and address of the consignees as mentioned in the Procurement Order.</p> <p>Marking shall be carried out with such a material as may be considered necessary as regards quickness of drying, fastness and indelibility.</p>
7.	<u>Insurance</u>	7.1	The supplier shall arrange insurance coverage, according to the dispatch instructions issued by Rajasthan Co-operative Dairy Federation Ltd., Jaipur and the supplier should cover all dispatches. However, to avoid any complications that may arise at the time of settlement of claims by the underwriters for the transit losses it is proposed that the insurance coverage shall be arranged by the supplier as under:

(Signed & Sealed by the tenderer
in token of acceptance of above)

			<p>The insurance coverage shall have to be arranged commencing from their warehouse/works to the warehouse of the buyer (All Transit risks).</p> <p>Suppliers are requested to take insurance with any Nationalized Insurance Company. Charges will be borne by the bidder.</p> <p>The cover provided by the insurance shall be in such amount so as to allow complete replacement for any item lost or damaged.</p>
8.	<u>Guarantee</u>	8.1	<p>The supply of equipment as well as installation, if entrusted shall have to be carried out by the supplier to the entire satisfaction of the buyer. The supplier shall also guarantee to repair/replace without any extra cost, the items or parts thereof if found defective due to defective design, workmanship or substandard material brought to the attention within 12 calendar months from the date of satisfactory commissioning or within 24 months from the date of receipt of material at site, whichever is earlier. If it is necessary to send the defective equipment or parts thereof for repair/replacement the cost of loading, unloading, repacking and transportation from the site to works and back to site shall have to be borne by the supplier. The guarantee however does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment by the buyer/his authorized representatives.</p> <p>The contractor shall have to guarantee the complete installation for satisfactory performance for a minimum period of two year from the date of commissioning of the plant. Any defect arising out of faulty erection/installation or use of substandard material or workmanship shall have to be rectified by the contractor at his own cost.</p>
9.	<u>Warranty</u>	9.1	<p>All the suppliers shall provide a warranty for a minimum period of 24 calendar months from the date of commissioning of the equipment for the satisfactory performance of the equipment supplied to the designed/rated/installed capacity or any other norms fixed by the buyer. Also, they should provide a warranty for the period as stated above to the effect that supplier shall alone be responsible for all the litigations/disputes/claims and other legal complications that may arise in connection with the patent rights design rights and the rights of ownership of the materials.</p>
10.	<u>Right to operate & Use unsatisfactory material or equipment</u>	10.1	<p>If after delivery, acceptance and installations and within the guarantee period, the operation of use of materials or equipment proves to be unsatisfactory to the buyer, he shall have the right to continue to operate or use such materials or</p>

(Signed & Sealed by the tenderer
in token of acceptance of above)

			equipment until rectifications of defect, errors or omissions by repair or by partial replacement can be made without interfering with the buyer's operation.
11.	<u>Technical information required with bid</u>	11.1	<p>The bidders have to mention clearly that the specification of the materials bid are strictly in adherence to the technical specifications stipulated in the bid document. In case of any deviation, the bidders shall have to mention the same in details.</p> <p>Maximum outputs of machines are to be specified for information only.</p> <p>Schematic drawings and technical literature of equipment bidder shall have to be furnished. Overall dimensions of the various equipment shall have to be mentioned in detail.</p> <p>The total weights (in dry and working) of the various equipment/item shall have to be stated clearly.</p> <p>The safety interlocks/devices in the equipment shall have to be highlighted.</p> <p>The consumptions and services requirements of various equipment shall have to be detailed.</p>
12.	<u>Terms of Payment</u>	12.1	<p><u>for supply, installation and commissioning of equipment :-</u></p> <p>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 or Electronic Bank Guarantee (e-BG) valid for 12 calendar months from the date of guarantee for an equivalent amount from a scheduled or Nationalized Bank in the enclosed performa. The Bank Guarantee or Electronic Bank Guarantee (e-BG) can be released by RCDF once the advance is fully recovered /adjusted. The execution of agreement in the format is also a precondition for clearing advance.</p> <p>50% (80% in case of the supplier/contractor who has not taken advance) on safe receipt of the equipment ordered at site but not later than 45 days from the date of receipt of the equipment at site.</p> <p>The 10% of FOR site value shall be paid after commissioning but not later than 45 days from the date of commissioning.</p>

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			<p>Balance 10% of the FOR 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.</p> <p>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 in the performa enclosed in the bidding document.</p> <p>In case of only supply the above payment schedule of 30% + 50% + 10% + 10% would stand changed to 30% + 60% + 10%.</p>
		12.2	<p><u>For Erection :-</u></p> <p>90% on submission of progressive bills duly certified by the authorized representatives/Site Engineer of RCDF and balance 10% within 12 months from satisfactory commissioning of the equipment. However, the 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 satisfactory commissioning of the equipment in the Performa enclosed.</p>
13	<u>Delivery</u>	13.1	<p>The supplier shall deliver the equipment as per delivery schedule mentioned in the Purchase Order. In case of installation & commissioning jobs the work is to be completely finished to the satisfaction of RCDF/Milk Union as per terms and conditions of purchase order.</p> <p>The delivery time given in the contract is to be adhered to strictly. For this purpose the supplier has to inform RCDF the progress made towards fabrication of the items ordered from time to time during the delivery period. The supplier has to maintain good progress of work during the delivery period so as to deliver the items ordered in time. It is desired that RCDF/ Milk Union is informed of the quantified progress made by the supplier once after 1/3rd of delivery time elapses and again after 2/3rd of delivery time elapses. In case RCDF is not satisfied with regard to the proportionate progress of work as per above, it may presume that the work has not been taken up by the supplier in the right earnest and that RCDF in such a situation will be at liberty to withdraw the work order and forfeit the performance security, if it so deems fit, after giving fifteen days notice to the party. The bidder is therefore advised to take note</p>

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			<p>of this important condition. The successful bidder should therefore take immediate action for execution of agreement and submission of Bank Guarantee or Electronic Bank Guarantee (e-BG) of advance, if desired, within 10 to 15 days of placement of purchase order. It normally takes 30 days to release the advance, subject to submission of B.G. as per our format.</p> <p>In case of failure by supplier in making deliveries within the time specified, the Rajasthan Co-operative Dairy Federation Ltd./Milk Union may procure the materials supplies and services from any other sources and hold the suppliers responsible for any losses occurred thereby. Further the Rajasthan Co-operative Dairy Federation Ltd./Milk Union reserves the right to terminate the services of such suppliers in such case without assigning any reasons thereof.</p> <p>In case supplier fails to supply machinery/equipment in delivery period, interest at the rate of 12% per annum will be charged on the advance amount from the date by which delivery fails due to the actual date of supply unless an extension in delivery period is mutually agreed to by the supplier and RCDF.</p>
14.	<u>Supplier's Responsibilities</u>	14.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with the Delivery and Completion Schedule, as per GCC.
15.	<u>Procuring Entity's Responsibilities</u>	15.1	Whenever the supply of Goods or Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so requested by the Supplier, will make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.
16.	<u>Extensions of Time</u>	16.1	If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.

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17.	<u>Compensation for delay</u>	17.1	<p>The time allowed for carrying out the work as entered in the bid shall be strictly observed by the contractor and shall be reckoned from the 15th day after the date of written order to commence the work as given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence, time being deemed to be the essence of the contract on the part of the contractor and the contractor shall pay as compensation an amount equal to two and half percent or such smaller amount as the Managing Director, RCDF Ltd. (whose decision shall be final) may decide on the bid amount for every 1/4th of the prescribed delivery period that the work remains unfinished after the proper date subject to a maximum of 10% of the net value of each item of the accepted order which remains undelivered or partially delivered e.g.</p> <table><tr><td>Delay of 1 day to 1/4th of delivery period</td><td>2.5%</td></tr><tr><td>Delay >1/4th delivery period but <1/2 of delivery period</td><td>5%</td></tr><tr><td>Delay >1/2 of delivery period but <3/4th of delivery period</td><td>7.5%</td></tr><tr><td>Delay > 3/4th of delivery period and upto = delivery period</td><td>10%</td></tr><tr><td>Maximum deduction on account of delay</td><td>10%</td></tr></table> <p>If the delivery has not been made the order can be cancelled even after expiry of the delivery period after giving a 15 days notice in writing by RCDF, if it so deems fit without prejudice to any of its rights/ remedies for the breach of contract by the party.</p> <p>And further to ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save door special jobs) to complete 1/8th of the whole of the work before 1/4th of the whole time allowed under the contract has elapsed. The contractor shall further be bound to carry out the work in accordance with the dates and quantities as may be given by RCDF/Milk Union from time to time.</p> <p>In case the party is not able to execute the work in time because of any justified reason/ reason beyond his control then the party should give a request in writing before the expiry of stipulated delivery period stating the same along with the justifications and RCDF/Milk Union may grant an extension in the delivery period with/ without penalty, if it so deems fit.</p>	Delay of 1 day to 1/4 th of delivery period	2.5%	Delay >1/4 th delivery period but <1/2 of delivery period	5%	Delay >1/2 of delivery period but <3/4 th of delivery period	7.5%	Delay > 3/4 th of delivery period and upto = delivery period	10%	Maximum deduction on account of delay	10%
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Maximum deduction on account of delay	10%												

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			Further in case the delay in the execution of the work is due to non-completion of some related work by milk union/ another contractor or due to non-supply of road permits in time etc. then that period of delay shall not be counted on account of the party and party shall not be penalized for the same.
		17.2	<p>The Managing Director, RCDF Ltd. may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases :-</p> <p>If the contractor having been given by the Officer-in-charge or authorized representative, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Officer-in-charge or authorized Engineer (which shall be final and binding) he will be unable to secure completion or he has already failed to complete the work by that date.</p> <p>If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstance shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.</p> <p>If the contractor commits breach of any of the terms and conditions of the contract.</p> <p>If the contractor commits any acts in contravention of the terms & conditions.</p> <p>When the contractor has made himself liable for action under any of the cases aforesaid, the Managing Director, Rajasthan Co-operative Dairy Federation Ltd. shall have powers:-</p> <p>to determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Managing Director, RCDF Ltd. shall be</p>

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		<p>conclusive evidence). Upon such determination or rescission the full security deposit of the contractor calculated on the bid amount shall be liable to be forfeited and shall absolutely be at the disposal of Rajasthan Co-operative Dairy Federation Ltd. to employ labour paid by the Federation and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Officer-in-charge shall be final and conclusive) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Officer-in-charge as to the value of work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Federation are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor.</p> <p>after giving notice to the contractors on measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Officer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Rajasthan Co-operative Dairy Federation Ltd. under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.</p> <p>In the event of any one or more of the above courses as may be deemed best suited to the interest of the Federation being adopted by the Managing Director, Rajasthan Co-operative Dairy Federation Ltd., the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there for actually</p>
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			performed under this contract unless and until the Officer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value as certified.
18.	<u>Force Majeure Clause</u>	18.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
		18.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
		18.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
19.	<u>Settlement of disputes</u>	19.1	In the event of any dispute in the interpretation of the terms of this agreement/ Purchase Order or difference of opinion between the parties on any point in the Purchase Order arising out of, or in connection with the agreement/accepted purchase order or with regard to performance of any obligations hereunder by the either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicable by mutual negotiations. In case, no agreement is reached between the two parties in respect of or concerning any of the provisions herein contained or arising out of this supply order/ bid/ agreement as to the rights, liabilities or duties of the said parties hereunder or as to the recovery of any amount, the same shall be referred to the Sole Arbitrator M.D., RCDF who in turn may refer the dispute to any officer of RCDF for adjudication. The arbitration shall be in accordance to the law of Arbitration & Conciliation Act, 1996. The decision of the Sole

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			<p>Arbitrator shall be final and binding on both the parties.</p> <p>All the disputes pertaining to the said contract / supply order / bid / agreement shall vest to the jurisdiction of Courts at Jaipur.</p>
20.	<u>Right of Acceptance</u>	20.1	The Rajasthan Co-operative Dairy Federation Ltd. does not pledge itself to accept the lowest or any bid and reserves to itself the right to accept the whole or any part of the bid or portion of the quantity offered. The bidder is at liberty to bid for whole or any portion or to state in the bid that the rates quoted shall apply only if the entire quantity is taken from them.
21.	<u>Subletting & Subrogation</u>	21.1	The contractor shall not except with the prior consent in writing of the buyer, sublet, TRANSFORMER or assign the contract or part of the contract thereof or interest therein or benefit or advantage thereof in any manner whatsoever, to others.
22.	<u>Demurrage</u>	22.1	The supplier shall bear and reimburse to the buyer demurrage charges if any paid by a reason of delay on the part of the supplier in forwarding the above documents.
23.	<u>Inspection & Acceptance</u>	23.1	<p>The buyer shall have the right to make inspection of any of the items under contract during the fabrications, at the factory of the supplier including access to drawings and test result, to assure that all machinery and equipment to be supplied shall conform to the details of the specifications.</p> <p>Notwithstanding whether factory inspection is made or omitted upon arrival at delivery point and prior to the acceptance of the equipment and machinery delivered, the buyer shall have right to inspect them giving representative of the supplier an opportunity to be present. Upon acceptance an appropriate certificate will be issued.</p>
24.	<u>Rejection</u>	24.1	Further, the buyer reserves the right to reject the stores either in full or in part if at the time of delivery it is noticed that the items/stores supplied do not conform to the description and quality stipulated in the technical specification for the item in the bid.
25.	<u>Consequences of Rejection</u>	25.1	<p>If on rejection of the stores by the buyer or consignee at destination the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to :-</p> <p>Allow the supplier to resubmit the stores, in replacement of those rejected within a specified time, the supplier bearing the cost of insurance, if any, on such replacement without being entitled to any extra payment on that account.</p>

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			<p>Purchase or authorize the purchase of quantity of the stores rejected or others of a similar description (when stores do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further installment due under the contract.</p> <p>Cancel the contract and purchase or authorize the purchase of the items or others of a similar description (when stores do not exactly comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.</p>
26.	<u>Removal of Rejected Stock</u>	26.1	<p>Any stores rejected shall under the all circumstances, lie at the risk of the supplier from the amount of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose of such stores at the supplier's risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed. This will include the cost of disposal when necessary.</p>
27.	<u>Indemnity</u>	27.1	<p>The supplier shall at all times, indemnify the buyer against all claims which may be made in respect of the stores or infringement of any right protected by patent, registration of design or trade mark, provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against mark the purchaser, the buyer shall notify the supplier of the same and the supplier at his own expense, either settle any dispute or conduct any litigation that may arise therefrom.</p>
28.	<u>Insolvency & Breach of Contract</u>	28.1	<p>The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events viz :</p> <p>If the supplier, a firm or any partner thereof, shall be at that time adjusted insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for composition under any insolvency Act for the time being in force to make any conveyance or assignment of his assets or enter into any arrangement or composition with his creditors or suspend of payment if the firm is dissolved under the partnership Act, or ;</p>

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			<p>If the supplier being a company is wound up voluntarily by the order of a court or a receiver, liquidator or Manager or on behalf of the Debenture holder is appointed or circumstances shall have arisen which entitled the Court of Debenture holders to appoint a receiver, liquidator or Manager or;</p> <p>If the supplier commits any breach of the contract/here not in a specifically provided for, provided always that such determination shall not prejudice any right of action of remedy which shall have accrued or shall accrue thereafter and provided also the suppliers be liable to pay the buyer for any extra expenditure be liable to pay the buyer for any extra expenditure he is thereby put to and the supplier shall under no circumstances be entitled to any gain in repurchase.</p>
29.	<u>Recovery of sums due</u>	29.1	<p>Whenever any claim for the payment of a sum of money arises out or under the contract against the supplier, the buyer shall be entitled to claim it from the Bank concerned against the guarantee amount provided by the supplier. In the event of the guarantee amount being insufficient, the balance entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the supplier under the contract or any other contract with the buyer and if such a sum be insufficient to cover the full amounts recoverable, the supplier shall on demand pay to the buyer the balance remaining dues.</p>
30.	Confidential Information	30.1	<p>In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.</p> <p>However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party.</p>

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		30.2	The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		30.3	<p>The obligation of a party, however, shall not apply to information that:</p> <ul style="list-style-type: none"> i. the Procuring Entity or Supplier need to share with other institutions participating in the financing of the Contract; ii. now or hereafter enters the public domain through no fault of that party; iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
		30.4	The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
		30.5	The provisions shall survive completion or termination, for whatever reason, of the Contract.
31.	<u>Submission of Drawings & Manuals</u>	31.1	<p>The supplier shall be required to submit the following drawings:</p> <p>Two sets of detailed fabrication drawings with bills of the material indicating material and size of different component for approval of buyer.</p> <p>Three sets of the final approved drawings for the complete equipment should be submitted after the equipment is fabricated and inspected.</p> <p>Three sets of installation/operation/maintenance manuals for all equipment/ machinery will be required to be given by the supplier.</p>

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32.		32.1	Timely delivery, of specified quality of material, plant & machinery satisfying all design and functional requirements ordered, is the essence of the contract. therefore, failure to deliver in time or not conforming to prescribed specifications & quality will make the supplier liable for blacklisting the firm and thereby debarring the supplier from participation in future tenders by RCDF, milk unions & other affiliated units. As for the present contract penalties, compensation and other provisions as given in the tender document shall be invoked on failure of the party.
33.		33.1	<p>RCDF will not consider the bid of such firms who has earlier been debarred/censured/black listed or even those firms who have on their role key employees/ key executives/ proprietors/ partners of other already debarred/censured / black listed firms in one or the other capacity.</p> <p>The quantities mentioned in the bid are tentative and the actual quantities to be procured may vary upward or downward suiting to the actual requirements.</p> <p>Supplier will execute agreement on non-judicial stamp paper of prescribed value before 30% advance can be released to him. Format of the agreement is given in the bidding forms.</p> <p>If the Managing Director shall at any time, and for any reasons whatever, think any portion of the work should not be executed or should be withdrawn from the contractor he may, by notice in writing to that effect, require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor the portion of the work so specified and the contractor shall not be entitled to any compensation by reason of such portion of the work having been executed by him, and the value (i.e. cost at bid/tendered rates) of the portion of work so omitted or withdrawn shall in cases where the contractor has for any reason already received payment for it or in the cases of lump-sum contracts be deducted from any sum then due or thereafter to become due under the contract or otherwise against or from the security deposit or the proceeds of sale thereof.</p> <p>No term or condition in addition to those mentioned herein will be agreed to.</p>
34.		34.1	RCDF/Milk Union can inspect the works of the bidder/ approved supplier, with or without notice, in order to assess that the firm is having adequate infrastructure and facilities for

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			the manufacture of the bid item as per the quality specification/to check that the supplies are being made strictly as per our specifications.
35.		35.1	RCDF also reserves the right to blacklist, if the performance of approved supplier with respect to quality and time of supply etc. is found unsatisfactory. RCDF also reserves the right to forfeit the Earnest Money/Security Deposits side by side to recovering other due amounts in any other way including legal recourse.
36.		36.1	Any correspondence made by the RCDF/milk union at the address/e-mail given by the bidder shall be deemed to have been delivered to the party. Any change in the address thereafter must be communicated in writing to the Managing Director, Rajasthan Co-operative Dairy Federation Ltd., Jaipur and the concerned milk unions.
37.		37.1	Remittance charges on payment made by NEFT/RTGS to the firms will be borne by the firm.
38.		38.1	The present contract shall be governed overall by Rajasthan Cooperative Societies Act and allied laws.
39.		39.1	The order against this bid/ agreement is not transferable.
40.	<u>Inspection</u>	40.1	<p>The equipment under the purview of your supply should be inspected by your own technical experts at your works and such inspection report should be forwarded to us in triplicate alongwith dispatch documents. However, the RCDF, reserves its right of inspection at any stage of fabrication manufacture of the equipment/material. The final inspection if any case will be carried out at RCDF project site.</p> <p>You should forward to us the test certificate, wherever applicable, obtained from the concerned authorities/principal manufacturers either regarding quality or any other details of the items utilized in the process of manufacture/fabrication.</p>
41.	<u>Dispatch Instructions</u>	41.1	The material are to be dispatched to the project site by the mode of transport specified in the order under intimation to us. Depending on the type of material, you shall have to carryout proper packing/creating to avoid breakage in transit. Other details of dispatch such as marking, consignee a particulars etc. are given under clause No.4 of this purchase order. For using any mode of transport other than the specified one prior

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			concurrence from us in writing should be obtained. All consignments should be dispatched on freight paid basis irrespective of price basis. In the event of freight payable by us, you shall have to obtain our prior approval and produce necessary documentary evidence in support of your claims. Unless otherwise stated, the original RR/LR should be sent by registered post directly to the consignee alongwith a copy of invoice and two copies of delivery challan/packing list.
42.	<u>Drawings, Specifications & Manuals</u>	42.1	<p>Prior to commencement of fabrication, you shall have to submit for our approval, two sets of drawings of all the items ordered for supply showing overall dimensions with typical sections, details of service connection and their requirement, details of drive units etc. The drawing should also show a complete bill of material, wherever applicable.</p> <p>Three copies of each operation and maintenance manuals and service instructions alongwith the drawings showing details of part list, against each item of your supply should be sent to us. You should also furnish us service requirements like water (hot water, chilled water and main's water), electricity, lubricant air etc. for each equipment, wherever applicable.</p> <p>You shall provide a list of spare parts, which will be required for the plants and equipments supplied by you for atleast two years of normal operation with the names and the addresses of the manufacturers from whom they can be procured. The list should contain the code numbers of the parts, which are required to be procured in addition to the machine number and model etc.</p> <p>In case, any documents, drawings are supplied to you by RCDF the same must be treated as confidential, must not be copies, reproduced, transmitted or disclosed otherwise in whole or part, not duplicated, modified, divulged or discussed to any third party nor misused in any other way without the consent of the RCDF in writing. All such documents, and drawings shall be the property of RCDF and they must be returned to RCDF after done with.</p>
43.	<u>Submission of Bills</u>	43.1	Bills in triplicate under registered post, stating therein our purchase order reference alongwith necessary inspection certificates from your inspector in respect of the material supplied and copies of dispatch documents should be sent to our Head Office at Jaipur. Unless otherwise state, the payment

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			shall be made to you by Crossed Account Payee Cheque by post according to the terms of payment mentioned in the Purchase Order.
44.	<u>Cancellation of Contract and refund of advances</u>	44.1	We shall be free to cancel our order in part or full, in the case of non-delivery of material/non-completion of installation within the stipulated delivery period or breach of any one of the clauses mentioned herein. Consequential losses, if any, on account of our getting installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you. In the event of cancellation of the order, you will be liable to refund the advance amount, if any, to the RCDF in full. Suppliers will have no right to forfeit the advance amount received by them.
45.	<u>Sub-contract</u>	45.1	In the event of awarding sub-contract to any of the parties by you for the manufacture/supply/erection of any parts/spares/components that will be used in the ordered equipment, you must furnish us details about your sub-contractors, their experience, specification etc. The sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the prime facie responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.
46.	<u>Change in Laws and Regulations</u>	46.1	If the SCC provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.
47.	<u>Arbitration Clause</u>	47.1	In the event of any dispute in the interpretation of the terms of this contract/agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of, or in connection with the contract/agreement/accepted

(Signed & Sealed by the tenderer
in token of acceptance of above)

			purchase order or with regard to performance of any obligations hereunder by the either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case of any disputes, MD RCDF or person nominated by him shall be the sole arbitrator to settle these disputes.
48.	Price Fall Clause	48.1	The prices under a Rate Contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in Rate Contracts and it provides that if the Rate Contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the Rate Contract price to anyone in the State at any time during the currency of the Rate Contract (if approved supplier reduces rates to any other organization or any other party of State, the responsibility of informing the reduced rate to RCDF shall be on the approved supplier), the Rate Contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that Rate Contract and the Rate Contract shall be amended accordingly. The firms holding parallel Rate Contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel Rate Contract holding firm reduces its price during currency of the Rate Contract, its reduced price shall be conveyed to other parallel Rate Contract holding firms and the original Rate Contract holding firm for corresponding reduction in their prices. If any Rate Contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

(Signed & Sealed by the tenderer
in token of acceptance of above)



Contact for Tender Filling and Documentation
Mob No.: +91 - 9630030343
Helpline: - 18008892553
Email ID:- proposal@tendersttime.com
Website:- www.tendersttime.com

RCDF
Jaipur

SECTION VI (B) CONTRACT FORMS AND PERFORMANCE SECURITY

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in token of acceptance of above)

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Jaipur

Section VI (B): Contract Forms

Contract Agreement

(To be executed on Non-Judicial Stamp Paper of Rs.500/- and attested by notary)

(Signed & Sealed by the tenderer
in token of acceptance of above)

RATE CONTRACT FOR QR CODE APPLICATOR AND QR CODE STICKERS WITH SOFTWARE

Between
Managing Director,
Rajasthan Cooperative Dairy Federation Ltd., Jaipur,
and
[Name of the Bidder/Tenderer]
Dated:

PURCHASE AGREEMENT

(To be executed on Non-Judicial Stamp Paper of Rs.500/- and attested by notary)

1. An agreement made this _____ day of _____ between M/s. _____ hereinafter called “approved Bidder/Supplier” which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Rajasthan Cooperative Dairy Federation Ltd. (hereinafter called “the Federation” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Bidder/Supplier has agreed with the Federation for **Supply/S/I/C** of _____ in the LOI/LOA/RAL/purchase order issued vide letter No. _____ dated _____ and in the manner set forth in the aforesaid order and the Bid Document.
 - 3(a) And whereas the approved Bidder/Supplier has deposited a sum of Rs. _____ in form of DD/Bank Guarantee or Electronic Bank Guarantee (e-BG) as Performance security for the due performance of the agreement.
 - 3(b) And whereas the approved Bidder/Supplier has agreed:
 - (i) to keep the performance security with the Federation in form of DD/Bank Guarantee or Electronic Bank Guarantee (e-BG) for contract period or such extended period so as to cover the period of performance of contract i.e. **Supply/S/I/C** of _____ as per the Bid Document/LOI/LOA/RAL/purchase order.
 - (ii) that no interest shall be paid by the Federation on the performance security deposit.
 - (iii) that in case of breach of any terms & conditions of the aforesaid **Supply/S/I/C** of _____ as per Bid Document/LOI/LOA/RAL/purchase order of this agreement by the approved Bidder/Supplier, the amount of the performance security shall be liable to forfeiture in full or part by the Federation.

(Signed & Sealed by the tender
in token of acceptance of above)

NOW THESE PRESENT WITNESS

1. In consideration of the payment to be made by the Federation at the rates set forth in the aforesaid LOI/LOA/RAL/purchase order, the approved Bidder will duly **Supply/S/I/C of _____** against the purchase orders issued in the manner set forth and within the period stipulated in the conditions of the Bid and order.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Notice Inviting Bids
 - b) Instructions to Bidders
 - c) Bid Data Sheet
 - d) Schedule of Supply
 - e) General Conditions of Contract
 - f) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier
 - g) LOI/LOA/RAL/Purchase Order and condition of aforesaid Purchase Order and also any subsequent amendment as may be issued by the Federation will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. That all the terms and conditions of the Bid Form including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder.
4. The mode of payment will be as specified in the Bid documents. **Supply/S/I/C of _____** shall be completed in the manner and time specified in the LOA/RAL/purchase order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/RAL/purchase order, the conditions of liquidated damages for late completion of work as stipulated in the aforesaid Bid Document/LOA/RAL/purchase order/contract shall be enforced.
5. Amicable Settlement
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event of a dispute, differences or claim arising in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not

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in token of acceptance of above)

resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

6. All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties. MD, RCDF or a person nominated by him shall be the sole arbitrator to settle these disputes.
7. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Jaipur.

In witness whereof the parties hereto have set their hands on the _____ day _____.

SIGNATURE OF THE
APPROVED SUPPLIER:

Witness No.1

Signature : _____

Name : _____

Address : _____

Witness No.2

Signature : _____

Name : _____

Address : _____

SIGNATURE FOR AND ON
BEHALF OF the Federation:

Witness No.1

Signature: _____

Name : _____

Address : _____

Witness No.2

Signature : _____

Name : _____

Address : _____

(Signed & Sealed by the tenderer
in token of acceptance of above)

**(Performa of Bank Guarantee or Electronic Bank Guarantee (e-BG) for
Performance Security)
(On Non-judicial stamp paper as prescribed by bank)**

This deed of Guarantee made this _____ day of _____ 2023 (Two thousand Twenty Three) by _____ (Name and address of the Bank) (hereinafter referred to as "The Bank") which expression shall be here the context or meaning so requires, includes the successors and assignees of the Bank and the Rajasthan Co-operative Dairy Federation Ltd., Jaipur, Rajasthan, (hereinafter referred to as "The Federation which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Federation has placed its RAL/work order bearing No. _____ dated _____ on Name and address of the party (hereinafter called "The approved tenderer") for **Supply/S/I/C of _____** and whereas the approved tenderer has agreed to provide a Bank Guarantee or Electronic Bank Guarantee (e-BG) valid for the contracted period from any Scheduled Bank approved by RBI in the prescribed format of RCDF for an amount of Rs. -----
-/- (Rupees in words) towards security to RCDF to safeguard its contract. The Bank Guarantee or Electronic Bank Guarantee (e-BG) will be released after 18 months from the date of commissioning of the equipment or 30 months from the date of delivery of equipment at site, which ever is earlier, on production of satisfactory performance and no dues certificate from the concerned milk unions/units and an undertaking in case any claim/ liability /recovery in account arises after the expiry of the contract, firm shall deposit the same with RCDF without any delay.

In consideration of the approved tenderer having agreed to provide a B.G. of Rs. _____ (Rupees _____ only) being the security deposit amount, we _____ (Name of the Bank) hereby undertake and guarantee to make repayment to the Federation of the said Rs. _____ (Rupees _____ only) or any part thereof which becomes payable to the Federation in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the Federation. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Federation in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. _____ (Rupees _____ only). The Bank shall not be discharged or released from this guarantee by any arrangement between the approved tenderer and the Federation with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the Federation to the tenderer and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Federation. We _____

(Signed & Sealed by the tenderer
in token of acceptance of above)

RCDF
Jaipur

(Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely on demand from the Federation stating that the amount claimed is due to the Federation. In case the Federation puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee,

The Bank shall consider that such demand by itself is a conclusive evidence and proof that the tenderer has failed in complying with the terms and conditions stipulated by the Federation without raising any dispute regarding the reasons for any such lapse/failure on the part of the approved tenderer.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Federation may have or hereafter possess against the approved tenderer and the Federation shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the Federation may be entitled to receiving or have a claim upon and the Federation at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Federation on Federation's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered post at the address of the said Bank. Any notice set to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force until contract period, unless a suit or action is filed against us enforce such claims, within three months from end of the contract period, all the Federation's rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Place :

Date :

(SIGNATURE)
SEAL OF BANK

(Signed & Sealed by the tenderer
in token of acceptance of above)

(Form of Bank Guarantee or Electronic Bank Guarantee (e-BG) against 30% advance sought from the Dugdh Sanghs for supply/erection contracts)

1. In consideration of the _____ ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., _____ (hereinafter called "The SANGH") having agreed to grant an advance of Rs. _____ (Rupees _____ only) to M/s. _____ (hereinafter called the said supplier(s) under the terms and conditions of an agreement /Purchase Order No. _____ dated _____ made between the Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANGH and M/s. _____ for supply/erection and commissioning (hereinafter called the said agreement/purchase order) on production of a Bank Guarantee or Electronic Bank Guarantee (e-BG) for Rs. _____ (Rupees _____ only), We _____ (hereinafter called "The Bank") do hereby undertake to pay the SANGH an amount not exceeding Rs. _____ (Rupees _____ only) against any loss/damage caused to or suffered or would be caused to or suffered by the SANGH by reasons of any breach by the said supplier(s) or any of the terms and conditions mentioned in the said agreement/Purchase Order.
2. We _____ (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the SANGH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SANGH by reasons of any breach by the said supplier(s) or any of the terms and conditions contained in the said agreement/Purchase Order, or by reason of the supplier(s) failure to perform the said agreement/purchase order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).
3. We _____ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/purchase order and that it shall continue to be enforceable till all the dues of the SANGH, under or by virtue of the said agreement/purchase order have been fully paid and its claims satisfied or discharged or till the SANGH certifies that the terms and conditions of the said agreement/purchase order have been fully and properly carried out by the said supplier(s) and accordingly discharge the guarantee unless a demand of claim under this guarantee made on us in writing on or before _____. We shall be discharged from all liabilities under this guarantee thereafter.
4. We _____ (Name of the Bank) further agree with the SANGH that the SANGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/purchase order to extend the time of performance by the said supplier(s) from

(Signed & Sealed by the tender
in token of acceptance of above)

time to time or to postpone for any time or from the time to time any of the power exercisable by the SANGH against the said supplier(s) and to forbear or endorse any of the terms and conditions relating to the said agreement/purchase order and we shall not be relieved from our liability by reason of any such variation of extension or for any forbearance, act or omission on the part of the SANGH or any indulgence by the SANGH to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We _____ (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SANGH in writing.
6. Notwithstanding anything stated above our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only). Our guarantee shall remain in force until unless a suit or an action to enforce a claim under this guarantee is filed against us before that date, i.e. on or before _____ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the SANGH on SANGH's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered.

NOTWITHSTANDING – anything contained herein :

- 1) Our liability under this Bank Guarantee or Electronic Bank Guarantee (e-BG) shall not exceed Rs. _____ (Rupees _____ only).
 - 2) This Bank Guarantee or Electronic Bank Guarantee (e-BG) shall be valid upto _____ and,
 - 3) We are liable to pay the guaranteed amount under this Bank Guarantee or Electronic Bank Guarantee (e-BG) only and only if you serve upon us a written claim or demand in the manner specified above on or before _____.
7. Notwithstanding anything stated above the Bank Guarantee or Electronic Bank Guarantee (e-BG) shall be discharged by the SANGH once the advance amount released against the Bank Guarantee or Electronic Bank Guarantee (e-BG) along with interest or penalty if any payable on such advance has been fully recovered/adjusted.

Place :

Date :

Signature & Seal

(Signed & Sealed by the tenderer
in token of acceptance of above)

**(Performa of Bank Guarantee or Electronic Bank Guarantee (e-BG) for releasing 10% balance payment)
(On Non-judicial stamp paper)**

This deed of Guarantee made on this _____ day of _____ 20 (Two thousand _____) by _____ (Name and address of the Bank) (hereinafter referred to as "The Bank") which expression shall where the context or meaning so requires, includes the successors and assignees of the Bank and furnished to the _____ ZILA DUGDH UTPADAK SAHKARI SANGH LTD., _____ (hereinafter referred to as "The SANGH" which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANGH has placed its purchase order bearing No. _____ dated _____ (Name and address of the party) (Hereinafter called "The supplier") for supply /and erection of _____ and WHEREAS the SANGH has agreed to pay to the supplier final 10% of the value of the equipment on submission of a Bank Guarantee or Electronic Bank Guarantee (e-BG) of equal amount, which will be kept valid up to _____ from the date of supply or 12 months from date of commissioning of material at site.

In consideration of the SANGH having agreed to pay to the supplier Rs. _____ (Rupees _____ only) being the last 10% of the value of the equipment, we _____ (Name of the Bank) hereby undertake and guarantee to make repayment to the SANGH of the said 10% amount or any part thereof which does not become payable to the supplier by the SANGH in accordance with the terms and conditions of the said purchase order. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of The SANGH in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. _____ (Rupees _____ only). The Bank shall not be discharged or released from this guarantee by any arrangement between the supplier and the SANGH with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the SANGH to the supplier and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the SANGH. We _____ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the SANGH stating that the amount claimed is due to the SANGH. In case the SANGH puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee, the Bank shall consider that such demand by itself is a conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated by the Rajasthan Co-operative Dairy

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in token of acceptance of above)

Federation Ltd., Jaipur and / or SANGH without raising any dispute regarding the reasons for any such lapse/failure on the part or the supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the SANGH may have or hereafter possess against the supplier/tenderer and the SANGH shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the SANGH may be entitled to receiving or have a claim upon and the SANGH at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the SANGH on SANGH's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force until _____, unless a suit or action is filed against us to enforce such claims, within three months from the aforesaid date, all the SANGH's rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place :

Date :

(SIGNATURE)
Seal

(Signed & Sealed by the tenderer
in token of acceptance of above)

RCDF
Jaipur