

UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .**GOVERDHAN VILAS , UDAIPUR -313002**

PAN NO.: AAAFU4403B / GST NO.: 08AAAFU4403B1ZR

Phone No. 0294-2640188/0294-2640258/0294-2641754

TENDER FORM

1. Tender Reference : UDAI/DAIRY/KRAY/21-22/ **1051** dt. **29.06.2021**
2. Tender for : **Supply of Nitric Acid Commercial**
3. Last date & time for Purchasing tender form : 22.07.2021 up to 1.00 PM
4. Last date & time of submission of tender form : 22.07.2021 up to 2.00 PM
5. Date & time of opening of tender : Part "A" – 22.07.2021 at 3.00 PM
Part "B" – 22.07.2021 at 4.00 PM
6. Tender Form fees : Rs.236/-Including 18%GST(i.e. Rs 200+Rs36)
Non refundable
7. Earnest Money : Rs. 1500/- (Rs.One Thousand Five Hundred Only)
Through Cash / Demand Draft.(In the Name of UDUSS Ltd. Payable at Udaipur)
8. Enclosures : As required in Technical bid

Note:-

1. **Tender Form down loaded from the website of milk union Udaipur and state procurement portal must accompany with a Demand Draft (as tender form fee) of Rs. 236/- (Rs. Two Hundred Thirty Six Only) along with other requisite documents and D.D. of EMD ,without which the tender will be rejected.**
2. The validity of tender offer will remain open for acceptance for a period of Three Months.
3. Rates to be offered in Part 'B' and to be submitted in separate envelope.

TO BE FILLED BY THE TENDERER HIMSELF

1. Tender Form Fee Detail : Demand Draft No:-.....Dt.....
Amount :-.....
Cash Receipt No:-..... Dt.....
2. Earnest Money Detail : Rs
Demand Draft No:-.....Dt.....
Bank :-.....
Cash Receipt No:-..... Dt.....
3. Name and Address of the tenderer
- Phone No/Mob. No.....

SIGNATURE OF THE TENDERER

UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD . UDAIPUR

GOVERDHAN VILAS , UDAIPUR -313002

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Tender Form PART 'A' (भाग 'अ')

(For Technical Information / Qualifying for Financial Bid)

Tender for: Supply of Nitric Acid Commercial

Name of Tenderer

Capacity in which tender has been submitted (Attach valid documents)

1. Individual (Name of Proprietor)

2. Partnership Firm (Name of Partners)

3. Company Ltd. (Name of Directors)

4. Others

(a)Local / Present Address

(b)Permanent Address

5. Land Line No./Fax No

6. email address

7. Mobile No.

8. PAN No. (Permanent A/C No.)

9. GST No (Goods Service Tax No.)

10. I.T. Return/Clearance Certificate

11. Experience Attach

Purchase Orders / Enough Proof

(A) In Dairy Industry

(B) Other than Dairy Industry

12. Presently In Tendered item Business Yes / No

13. Whether black listed in Udaipur Dairy Yes / No

14. Name of any first degree relative working In Udaipur dairy or a member of BOD, if any.

.....

15. We agree to abide by all the conditions mentioned in the tender notice Issued by the Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur and also the other conditions of the aforesaid tender document given in the attached sheets (All the pages of which have been signed by us in token of our acceptance of the terms mentioned here.) No other condition (mentioned by supplier) is acceptable.

Signature of the tenderer

UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .
GOVERDHAN VILAS , UDAIPUR -313002

GENERAL TERMS & CONDITIONS OF THE TENDER AND CONTRACT

(Note: This is to be signed and enclosed with Part –“A” of the tender while submitting the pre qualification Bid)

1. Quotations must be enclosed in properly sealed envelopes. For this use separate envelope for Part- “A” (Technical/ Pre-Qualifications Bid including the General Terms & Conditions as well as all Annexure 1,2,3 & 4 required as per RTPP Act . All these documents / Papers should be Duly filled and Signed on each paper by Bidder) and Part- “B” (Price Bid), seal them and write on the top of both envelopes Name of Your Firm, Tendered Item Name, and related PART “A” or “B” as the case may be and do it carefully.
2. The rate/unit must not under any circumstances be altered and the rates must be entered in words as well as in figures. If there is any discrepancy in both, the rates in words will be final. The rates / unit should be quoted for a contract period of one year from the date of finalization of tender. The contract period can be extended for further one year or more if mutually agreed to.
3. Tenders should be given by manufacturers or those firm's/dealers who are either registered /approved dealers for these materials or by those who are dealing actually in the job for which tender is being given.
4. The approved supplier shall be deemed to have carefully examined the conditions, specifications, size, make and drawings etc. of the goods to be supplied. If he shall have any doubt as to the meaning of any portion of these conditions or of the specifications, drawings etc. he shall before signing the contract, refer to the Managing Director and get the clarifications.
5. The contractor shall not assign or sub-let his contract or any substantial part thereof to any other agency.
6. (a) The Managing Director or his nominee shall have all reasonable time access to the tenderer premises, and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods.
(b)The tenderer shall, invariably, furnish complete address of the premises of his office, godown and workshop where inspection can be made together with full name & address of the person who is to be contacted for the purpose. In case of those dealers who have newly entered into business; letter of introduction from their Bankers will be necessary.
7. In case the goods are not of the approved quality, make or size used for the job are supplied ,the same will be rejected on supplier cost .The rejected articles must be removed by the tenderer from the site within a week of the information of the rejection.
8. The tenderer shall be responsible for the proper packing so as to avoid any damage in the normal condition for the transport by sea, rail, road or air and delivery of the material in good condition to the consignee at destination. The supplier, if he so desires, may insure the valuable goods at his cost against loss by theft,destruction,riots or damage by fire,flood,under exposure to weathers or other conditions.

SIGNATURE OF THE TENDERER
Name of Tender: with stamp

9. No objection or alterations should be made in the tender. No overwriting should be done.
10. The tenderer should sign the tender form at each page in token of the acceptance of all the terms and conditions of the tender and agreement.
11. All rates quoted must be on F.O.R.,UDAIPUR DAIRY PLANT, UDAIPUR basis and should include all taxes and duties.
12. Tender form must be accompanied by required Earnest Money as mentioned in Tender form Part “A” Without which Tender will not be considered. The amount should be deposited as Bank draft in favor of M/S Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur. This Earnest Money will be refunded to the unsuccessful tenderer within three months of the final acceptance of the tender.
13. Remittance charge on movement made to the firm will be born by the Contractors.
14. If the approved suppliers fails either to work as per the prescribed specifications or to complete the job within specified period, the Managing Director shall be at liberty to get supply/get work done either through retender or otherwise as deemed fit looking to emergency state. The Managing Director may give seven days notice in writing to the approved supplier to make good the loss due to his Failure, neglect or contravention and should the contractor fail to comply with the Notice within seven days of the date of service there-of in such cases , if the Managing Director deems fit, it shall be lawful for him to retain the balance due to Contractor or to apply the amount of earnest money, deposited by the supplier, to make good the losses sustained or excess cost incurred by the Dairy in arranging the supplies or completing the job through any other agency. Penal action, for the fault in quality / delivery schedule, may also be taken as deemed fit, by the Managing Director .
15. Direct or indirect canvassing on the part of tenderer or their representative will disqualify their tenders.
16. The U.D.U.S.S. Ltd., Udaipur reserves the right to accept any tender not necessarily the lowest tender and reject any tender without assigning any reason there of . Order can be placed for the whole or part of the job to the tenderer at the absolute discretion of the Managing Director. The tender quantity and period of 1 year is tentative and it may increase & decrease at absolute discretion of Managing Director, Milk Union Udaipur.
17. Payment shall be made with in one month from the date of receipt of material with Bill, in satisfactory condition at Udaipur Dairy Plant.
18. All legal proceedings, if necessary arises, to be instituted by any of the parties, UDUSS Ltd ,Udaipur or Supplier, shall have Udaipur jurisdiction.

SIGNATURE OF THE TENDERER
Name of Tender: with stamp

- 19 The material is to be supplied immediately (within 10 days) after receipt of Purchase Order. In case the supplier fails to deliver the material in time, the EMD / Security Deposit will be forfeited and the tender will be terminated.
- 20 All risks / insurance for the safety of our machines, tools, tackles, labor etc. should be covered by the contractor only. For any loss / damages of our equipment the contractor shall be solely responsible.
21. No Railway receipt will be accepted and material will not be received by V.P.P.
22. U.D.U.S.S. LTD., have the right to split the tender between one/more parties. Also the Right to accept or reject any tender in part or full rest with Managing Director, U.D.U.S.S. LTD. UDAIPUR.
23. Terms & conditions other than this document shall not accepted.
24. The rate contract would be valid for one year which may be extend further as per mutual agreement. Purchase Orders will be placed from time to time as per our Milk Union requirement.

SIGNATURE OF THE TENDERER
Name of Tender: with stamp

UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .

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Phone No. 0294-2640188/0294-2640258/0294-2641754

Annexure 1: Compliance with the code of Integrity and No. Conflict of Interest

Any person participating in a procurement process shall-

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

Conflict of Interest:-

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

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

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

Signature of Bidder

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Annexure 2 : Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my / our Bid submitted to Managing Director , Udaipur Dugdh Utpadak Sahakari Sangh Limited , Goverdhan Vilas , Udaipur (Rajasthan) for procurement of
.....in response to their Notice Inviting bid No.....Dated I/we hereby declare under Section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:

1. I/we Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any Local Authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities Suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the, commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date:
Place:

Signature of Bidder
Name:
Designation:
Address:

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Annexure 3 : Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is Chairman , Udaipur Dugdh Utpadak Sahakari Sangh Limited , Goverdhan Vilas, Udaipur (Rajasthan).

The designation and address of the Second Appellate Authority is Managing Director , Rajasthan Co-Operative Dairy Federation Ltd , Saras Sankul, J.L.N. Marg , Jaipur (Rajasthan) .

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable,

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement.
- (b) provisions limiting participation of bidders in the Bid process.
- (c) the decision of whether or not to enter into negotiations.
- (d) cancellation of a procurement process.
- (e) applicability of the provisions of confidentiality.

Signature of Bidder

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(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

(6) Fee for filing appeal .

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

(7) Procedure for disposal of appeal

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

Signature of Bidder

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FORM No. 1

[See rule 83]

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal

.....

.....(Supported by an Affidavit)

7. Prayer:.....

.....

Place

Date.....

Appellant's Signature

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Annexure 4 : Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis

- i if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - ii if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - iii if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
- If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be Disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- (i) At the time of award of contract. the quantity of Goods, Works or Services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

Signature of Bidder

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(iii) In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order- However, the additional quantity shall not be more than 25% of the value of Goods of the original Contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award
(In case of procurement of Goods)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second Lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Signature of Bidder

TENDER FORM - PART 'B' (भाग 'ब')

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TENDER FORM -PART 'B' (भाग 'ब')

Dated 22.07.2021

Our tendered rates are as follows:-

1. Name of Items: **Nitric Acid Commercial.**
2. Mode : **Rate Contract .**
3. Qty. Required: **3000 Kg** in a year.
4. Specifications: The concentration of Nitric Acid Commercial should be 60% (Minimum). It should be supplied in sealed, leak proof jaricane in proper condition in store of dairy plant. These Jaricane would be returnable to supplier.

ITEM RATE FOR NITRIC ACID COMMERCIAL (IN RETURNABLE JARIACANE)

S. N	Particulars	Rate per unit (Rs/Kg)	Quantity Required (Kg)	Total Amount (Rs)
1	Basic Price			
2	Packing / forwarding			
3	Freight FOR Udaipur Dairy			
4	Others (if any)			
5	G.S.T.			
6	TOTAL (1 to 5)			

Note:

1. The Nitric Acid jaricane should be properly sealed during transportation to avoid breakage & leakage for safe receipt at Udaipur Dairy Store. Jaricanes are returnable.
2. Approved Tender Party has to supply ordered quantity in Udaipur Dairy Store within 10 days of issuing date of Purchase Order. After that Late penalty of 1% per week of Invoice Value will be charged on Supplier. Maximum late penalty would be 5% imposed due to late delivery for 5 week from stipulated time period and after that risk purchase on behalf of tender approved party can be made and EMD / Security of party would be fore fitted and approved party will be debarred from participating in future Tenders of UDUSS Ltd., Udaipur.
3. The concentration of Nitric Acid for each consignment supplied by party will be checked by quality control Lab of Udaipur Dairy and if found poor, the whole consignment would be rejected which is to be lifted back by supplier.
4. The leakage jaricane received at dairy are to be replaced by the Supplier party and Dairy will not pay for this.
5. The quoted rate should be inclusive of all Expense and G.S.T. on FOR Udaipur Dairy basis.
6. The quoted rates should be valid for one year.
7. Rate comparison will be made on the basis of rate inclusive of all taxes, on FOR Udaipur Dairy basis.
8. The purchase order will be placed from time to time as per Udaipur Milk Union requirements.

SIGNATURE OF THE TENDERER

Name and address of Tender: with stamp