

उदयपुर दुग्ध उत्पादक सहकारी संघ लि. उदयपुर

गोवर्धन विलास, अहमदाबाद रोड, उदयपुर

फोन : 0294-2640258, ईमेल: [saras@milkunionudaipur.com](mailto:saras@milkunionudaipur.com), [sarasmilkunionudaipur1983@gmail.com](mailto:sarasmilkunionudaipur1983@gmail.com)

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**SHORT TERM TENDER FORM**  
**FOR**  
**HIRING OF AGENCY**  
**FOR**  
**FULFILLING EXTENDED PRODUCER**  
**RESPONSIBILITY(EPR)OBLIGATION**  
**FOR FY 2023-24 OF**  
**UDAIPUR DAIRY**  
**AS PER PLASTIC WASTE**  
**MANAGEMENT RULES**  
**2016**

निविदादाता के  
हस्ताक्षर मय सील

U.D.U.S.S.Ltd.  
2024-25

# उदयपुर दुग्ध उत्पादक सहकारी संघ लि. उदयपुर

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## SHORT TERM TENDER FORM

1. Tender Reference : उदय/डेयरी/अभि./24-25/1622 दिनांक 04.09.2024
2. Tender for : hiring of agency for fulfilling Extended Producer Responsibility (EPR) obligation for FY 2023-24 of Udaipur Dairy as per Plastic Waste Management Rules, 2016". **On or before 30.09.2024**
3. Estimated Cost : **3.50 Lac**
4. Tender Period : One Year
5. Last Date & time for Purchasing tender form : 13.09.2024 at 01:00 PM
6. Last date & time of submission of tender form : 13.09.2024 at 02:00 PM
7. Date & time of opening of tender : PART A: 13.09.2024 at 03:00 PM  
PART B: To be declared later
8. Tender Form fees : Rs. 590/- including 18% GST (i.e. Rs 500 + Rs 90)  
(Rs. Five Hundred Ninety Only) Non refundable
9. Earnest Money : Rs. 7000/- (Seven Thousand Only)
10. Enclosures : As required in Technical bid (Part A)

### Note:-

1. Tender Form downloaded from the website of milk union Udaipur and State Procurement Portal must accompany with a demand draft (as tender form fee) of Rs 590/- (Rs. Five Hundred Ninety 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.....

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## निविदा स्वीकृति पत्र

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

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

महोदय,

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

उपरोक्त की सहमति स्वरूप निविदादाता के हस्ताक्षर मय मोहर

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—: शपथ पत्र :-

(500 रूपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर)

मैं ..... पुत्र श्री ..... स्थायी पता .....

..... मोबाईल नं. ....

ई-मेल आई. डी. .... सत्यापित करता हूँ कि -

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

निविदादाता के हस्ताक्षर मय मोहर

नाम ..... (आवेदक)

स्थान .....

दिनांक .....

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## PART –A (TECHNICAL)

1	Tender Name	:	<b>Hiring of agency for fulfilling Extended Producer Responsibility (EPR) obligation for F.Y 2023-24 of Udaipur Dairy as per Plastic Waste Management Rules,2016. On or before 30.09.2024</b>
2	Name of Firm	:	.....
3	Address, Mobile & E-mail	:	..... .....
4	G.S.T. No.	:	.....
5	PAN No.	:	.....
6	Earnest Money (Rs. 7,000/-) Bank Name & D.D. No.	:	..... .....
7	TENDER FEES (Rs. 590/- incl. GST) Bank Name & D.D. No.	:	..... .....
8	Income Tax Return – last 2 years	:	
9	Work experience: Whether experience in past performance on work of similar Nature (Attach copies of purchase/work orders & completion / performance certificates, if any)	:	.....
10	Bank RTGS detail	:	..... ..... .....
11.	Cut off date from CPCB for fulfillment of Annual Reprot FY 2023-2024 upto 30.09.2024	:	

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## **GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT:**

1. Bidder Should obtain tender form from Udaipur Dairy office or may download from SPPP (State Public Procurement Portal)
2. All documents including tender form should be signed with seal affixed.
3. Technical Bid – Part A and Financial Bid Part- B should be kept in a separate envelop with inscription on Each as “ Part- A/ Part- B- Technical / Financial Bid of Tender for Hiring Agency for EPR .
4. Both Envelop should be kept in a separate single envelop with inscription on Each as “ Part- A/ Part- B- Technical / Financial Bid of Tender for Hiring Agency for EPR.
5. All documents should including Tender Form- technical Bid should be kept in Envelop of Technical Bid- Part- A.
6. Technical Bid Shall be open first and only successful bidder of Part- A Technical Bid shall be considered for Part-B Financial B.
7. **Rate Shall be quoted in Form: Part- B: Financial Bid.**
8. The employees, board members working in Udaipur Dairy or its Parent organization RCDF are not eligible for participation in the tender.
9. Our Jurisdiction Area is Udaipur and this shall be accepted by bidder
10. All the terms & conditions may be read and interpreted in this light and submit all documents of tender with seal and sign along with Tender Fees and EMD in close envelope at Udaipur Dairy Plant.
11. The UDUSS Ltd. reserve the right to terminate the contract by giving 30 days notice without assigning any reason there of.
12. The counter terms & conditions will not be accepted and as such no additions/deletions or alternation in the tender form should be done. In such case tender document may be liable to reject.
13. The UDUSSL reserve the right to accept any tender, not necessarily the lowest tender and reject any tender in whole or part without assigning any reason thereof.
14. The management of UDUSSL has the right to split the tender between one/more tenderer.
15. The approved tenderer shall deem to have carefully examined / understand the terms & conditions of the tender document. In case, any doubts as to the meaning of any portion of these terms & conditions, he shall before filling tender document may refer to the competent authority and get clarifications, Terms & conditions of the tender.
16. In case of dispute, the decision of M.D.UDUSSL . Would be binding and final on all concerned parties.
17. If the contractor does not have adequate arrangement for the work, UDUSS Ltd. shall reserve its right to cancel the order at any stage or in its sole judgment.
18. The amount should be quoted as per format given in financial bid.

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

1. निविदा साफ शब्दों/अंकों में भरी होनी चाहिये एवं किसी प्रकार की कांट छाट नहीं होनी चाहिये।
2. संघ में कार्यरत अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य स्वयं नजदीकी रिश्तेदार निविदा में भाग नहीं ले सकेंगे।
3. निविदा के साथ निर्धारित अमानत राशि को डी.डी./पे-आर्डर के रूप में जमा कराने पर ही निविदा मान्य होगी अन्यथा नहीं।
4. निविदा में भरी दरें टेक्स पेड है या अतिरिक्त है उल्लेख करे अन्यथा टेक्स पेड माना जावेगा।
5. निविदादाता निविदा फार्म को ना तो किसी को बेच सकेगा एवं ना ही किसी अन्य को हस्तान्तरित कर सकेगा।
7. क्रयादेश देने पर कार्य को तय दिनांक (**Last Date of EPR credit/submission of A.R.**) से पहले पूर्ण करना होगा। निर्धारित समय से कार्य में विलम्ब होने पर राजस्थान सरकार के वित्त एवं लेखा नियमानुसार शास्ति आरोपित की जावेगी साथ ही जमानत राशि भी जब्त कर ली जाएगी।
8. सफल निविदादाता को रु. 100/- के नॉन ज्यूडिशियल स्टाम्प पेपर पर दोनों पक्षों के बीच अनुबन्ध पत्र भरकर नोटरी पब्लिक से प्रमाणित कर अपने खर्चे पर प्रस्तुत करना होगा।
9. निविदादाता अयोग्य, ब्लेक लिस्टेड, अवयस्क, डिफाल्टर व न्यायालय से दिवालिया घोषित नहीं होना चाहिए।
10. अनुबन्धकर्ता द्वारा अनुबन्ध की शर्तों का पालन ना करने, क्रयादेश की शर्तों का उल्लंघन करने की दशा में प्रबन्ध संचालक अनुबन्ध निरस्त करने हेतु अधिकृत रहेंगे, ऐसी दशा में अनुबन्धकर्ता संघ से कोई हर्जाना क्लेम नहीं कर सकेगा। संघ प्रबन्ध संचालक इस परिस्थिति में संघ को होने वाली क्षति की पूर्ति अनुबन्धकर्ता के बकाया क्लेम्स से कर सकेंगे एवं धरोहर राशि जब्त की जाकर पार्टी को ब्लैक लिस्टेड कर दिया जावेगा।
11. किसी भी निविदा को आंशिक/पूर्णतः बिना कारण बताये अस्वीकृत करने का अधिकार प्रबन्ध संचालक के पास निहित रहेगा।
12. निविदा फार्म भाग-अ में योग्य पार्टी का वित्तीय भाग-ब खोला जावेगा।
13. अनुबन्ध अवधि के मध्य सरकार द्वारा कोई नया कर लगाया जाता है तथा पार्टियों को यदि अतिरिक्त कर भार होता है, तो विचार किया जाएगा एवं उचित निर्णय का अधिकार प्रबन्ध संचालक को होगा, जो सभी पार्टियों को मान्य होगा।
14. बिल जी.एस.टी. के नियमानुसार प्रस्तुत करने होंगे।
15. किसी भी विवाद पर अन्तिम निर्णय प्रबन्ध संचालक, उदयपुर दुग्ध संघ का मान्य होगा।
16. संघ को उपरोक्त शर्तों के अतिरिक्त कोई शर्त मान्य नहीं होगी।
17. उपरोक्त सभी शर्तें मैने पढ़ ली है एवं मान्य है। सभी पृष्ठों पर हस्ताक्षर कर दिये है।

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18. वांछनीय समस्त पत्रादि/दस्तावेजों की फोटो प्रतियाँ कुल संख्या ..... संलग्न है।  
20. सभी विवादों का न्याय क्षेत्र उदयपुर ही होगा।

## **EARNESTMONEYDEPOSIT:**

1. Tender form must be accompanied with an earnest money, without which tender will not be considered. The EMD should be deposited by bank draft only in favor of **Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur.**
2. No interest shall be payable on the EMD.
3. The EMD will be refunded to the unsuccessful tenderer with in three month of the final acceptance of the tender. However, the EMD of the successful tenderer will be adjusted in the security deposit.
4. Request for adjustment of any other amount lying with UDUSL will not be considered.
5. The EMD will be forfeited if the contractor modifies / withdraws the offer during the validity period from the date of bid submission.

## **AGREEMENT:**

1. The successful tenderer will have to execute an agreement in the prescribed form on a non-judicial stamp paper of appropriate value within fifteen days from the date of Work Order failing which will be liable for forfeiture of deposited EMD and security deposit.
2. The expenses of the agreement shall be born by contractor.
3. The period of agreement shall be for **One year** from the date of Work Order. the contract can be extended for another one year on same terms & conditions of the contract at sole discretion of UDUSL or on the mutual consent of both the parties.
4. The UDUSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof

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2024-25



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गोवर्धन विलास, अहमदाबाद रोड, उदयपुर

फोन : 0294-2640258, ईमेल: [saras@milunionudaipur.com](mailto:saras@milunionudaipur.com), [sarasmilkunionudaipur1983@gmail.com](mailto:sarasmilkunionudaipur1983@gmail.com)

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## **PAYMENTTERMS:**

### **EPR CREDIT & COMPLAINCE**

- I. 100% Payment Shall be paid after successful completion of work i.e.**
- I.(a). EPR credit on EPR portal account
- I (b). On satisfactory submission of annual report Successful verification of EPR/Recycling Certificate by Government Authorities (CPCB/RSPCB).

### **ARBITRATION:**

In the event of any dispute arising out in the interpretation of any of the condition of this contract the Managing Director, Udaipur Dairy, would be sole arbitrator and the final discussion of arbitrator will be binding on both the parties.

**JURISDICTION:** All disputes arises, if any, are subject to Udaipur jurisdiction only

**Taxation:-Any change in the tariff of any taxes will be considered as per govt. rules.**

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## HIRING OF AGENCY FOR FULFILLING EXTENDED PRODUCER RESPONSIBILITY (EPR) OBLIGATION FOR FY 2023-24 OF UDAIPUR DAIRY AS PER PLASTIC WASTE MANAGEMENT RULES, 2016”

### **OBJECTIVE AND SCOPE OF WORK:**

Udaipur Dudgh Utpadak Sahakari Sangh Ltd is registered as BRAND OWNER vide registration certificate no. BO-13-RAJ-12-AAAFU4403B-22 dt. 13-12-2022 issued by RSPCB, Jaipur. UDUSL intends to hire an Agency to fulfill EPR obligation on behalf of UDUSL as per scope of work mentioned as following :-

1. Fulfillment of EPR obligation under Plastic Waste Management Rules 2016 (or as amended from time to time) for F.Y. 2023-24.
2. Bidder will comply all the guidelines issued from time to time by CPCB, SPCB and MOEF&CC.
3. Ensure EPR credit and compliance for waste recycling of 1,39,000.00 KG (for FY 2023-24) of post-consumer Plastic Waste generated by UDUSL Majorly in Rajasthan and States/UTs within prescribed time limit as given below: -

Financial Year	2023-24		
Rigid Plastic (Category-I)	Flexible Plastic (Category-II)	MLP (Category-III)	Compostable Plastic (Category-IV)
4000.00 Kg.	1,35,000.00	0.00	0.00 KG.
Grand Total:- 1,39,000.00 KG per Annum			

4. Bidder shall ensure that Quantity of 1,39,000.00 KG (for FY 2023-24) must be recycled from plastic waste processors registered with CPCB, SPCB as required by UDUSL and Provide Extended Producer Responsibility (EPR) certificate by the Service provider as per prescribed time schedule of CPCB (after award of work order) from plastic waste processors registered with CPCB, SPCB along with proof documents related to traceability of recycling done for UDUSL .
5. In case the bidder fails to provide EPR obligation/Certificate/ compliance/ Proof of documents requirement of Government, UDUSL will be liable to deduct any penalty that is levied by government authorities on account of default in its EPR obligation, which will be recovered from bidder's running bill or security deposit or Bank guarantee.
6. It shall be the responsibility of bidder to coordinate/ cooperate in preparing all the returns which are required for submitting to government authorities (CPCB/RSPCB) as per EPR obligations on behalf of UDUSL .
7. Bidder shall be responsible to extend help in preparation of any query asked by Government Authorities

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Related to recycling of plastic waste or EPR obligations on behalf of UDUSL .

8. Bidder shall ensure 100% EPR plastic credit to UDUSL and will be responsible to fulfill the EPR targets for UDUSL and exchange of EPR credit between plastic waste processors and UDUSL as Brand Owner as per procedure on **Centralized EPR Portal for Plastic Packaging** i.e. <https://eprplastic.cpcb.gov.in/>
9. The Offered tender price by Bidder, inclusive all above total cost.
10. The Agency/contractor shall ideal statutory laws which are applicable.
11. Rates are to be submitted in format Par-B: Financial Bid
12. Relaxation in work completion beyond scheduled period can be considered in case of unforeseen circumstances and will be at sole discretion of UDUSL .
13. The bidder must have its own Recycling Plant registered with CPCB, State/UT PCBs **OR** The bidder must have tie up with Plastic Waste Processor for recycling post-consumer waste registered with CPCB, State/UT PCBs.
14. Bidder shall submit Consent to Operate (CTO)/Registration Certificate for Recycling of Plastic Waste of its own Recycling Plant with CPCB, State/UT PCBs. **OR** Bidder shall submit Proof regarding tie up i.e. self-declaration on Bidder letter head shall be submitted regarding Tie up with Plastic Waste Processor registered with CPCB, State/UT PCBs. Also, Bidder shall submit Consent to Operate (CTO)/Registration Certificate of Tie Up Plastic Waste Processor which must be Registered with CPCB, State/UT PCBs.

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## Annexure - 1

### **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.

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Annexure - 2

## Annexure 2 : Declaration by the Bidder regarding Qualifications

### Declaration by the Bidder

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

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

Date:  
Place:

Signature of Bidder  
Name:  
Designation:  
Address:

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*Annexure - 3*

## **Annexure 3 : Grievance Redressal during Procurement Process**

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

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

### **(1) Filing an appeal**

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

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

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

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

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

### **(4) Appeal not to lie in certain cases**

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

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

### **(5) Form of Appeal**

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

## (6) Fee for filing appeal .

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

## (7) Procedure for disposal of appeal

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

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FORM No. 1

[See rule 83]

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

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

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

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal .....

.....

.....( Supported by an Affidavit)

7. Prayer:.....

.....

Place .....

Date.....

Appellant's Signature

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*Annexure - 4*

## **Annexure 4 : Additional Conditions of Contract**

### **1. Correction of arithmetical errors**

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

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

### **2. Procuring Entity's Right to Vary Quantities**

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

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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.

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## PART-B(FINANCIAL)

I have carefully read all the terms & conditions of tender for “**Hiring of agency for fulfilling Extended Producer Responsibility (EPR) obligation for Yr 2023-24 of Udaipur Dairy as per Plastic Waste Management Rules, 2016**” On or before **30.09.2024** , and my rates are as under:-

### EPR credit and compliance for waste recycling of 1,39,000.00 KG (for FY 2023-24)

Name of Firm .....

S. N.	Work Description	Unit	Basic Rate (Rs.)	GST@	Total Amt. (Rs.)
1	<b>EPR Credit &amp; Compliance</b> a. 100 % Fulfilment of EPR Credit under “PWM Rules-2016” and compliance for Financial Year 2023-24. b. EPR Compliance for Brand Owner- EPR Certificates from plastic waste processors registered with CPCB, SPCBs for quantity recycled and EPR certificate provided by the Service provider. c. Proof Documents related to traceability of recycling done for UDUSL. d. EPR credit on EPR portal account e. On satisfactory submission of annual report Successful verification of EPR/Recycling Certificate by Government Authorities (CPCB/RSPCB).	KG.			

**NOTE: The Offered tender price by Bidder, inclusive all above total cost.**

**Managing Director**

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