

Udaipur Dugdh Utpadak Sahakari Sangh Limited, Udaipur  
Goverdhan Vilas, Ahmedabad Road, Udaipur

Phone: 0294-2640188, 7427811222,7427811444

**Part –‘A’**

**Tender Form No. :-**

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1. Tender Reference : उदय / डेयरी / विपणन / 2024-25 / 1919 दिनांक 03.10.24
  2. Tender for : Supply of Advertisement Material  
(As per given specification's and instruction)
  3. Last date & time for Purchasing tender form : 23.10.2024 up to 3.00 PM
  4. Last date & time of submission of tender form : 24.10.2024 up to 2.00 PM
  5. Date & time of opening of tender: Part 'A' (Technical Bid) - 24.10.2024 at 3.00 PM  
Part 'B' (Financial Bid)- To be informed later  
( Part'B' will be opened after qualifying eligibility criteria in Part 'A' of Tenderer)
  6. Tender Form fees : Rs 590/- (Rs. Five Hundred Ninety Only)  
Non refundable (500+@18%GST)
  7. Earnest Money : Rs. 9,000/- (Rs Nine Thousand Only)  
Only D.D. in favour of UDUSS Ltd, Udaipur  
acceptable for deposition of Earnest Money.
  8. Total Security Money : Rs 9,000/-(Rs Nine Thousand Only)
  9. Enclosures : Work Specification, Terms & Conditions  
( At Annex-A of S No. 1, 2, 3, 4, 5 & 6 enclosure)
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**TO BE FILLED BY THE TENDERER HIMSELF**

1. Tender form fee : **Rs 590/-**  
Cash Receipt No:-..... Dt.....  
(If tender form purchased from Cash Section)  
In favour of UDUSS Ltd, Udaipur --> Demand Draft No:-..... Dt.....  
(If tender form downloaded from the web site)  
Bank :-.....
2. Earnest Money : **Rs 9,000/-**  
In favour of UDUSS Ltd, Udaipur --> Demand Draft No:-..... Dt.....  
Bank :-.....
3. Rates to be offered by the tenderer : Annex-B of Part 'B' of Tender Form

Udaipur Dugdh Utpadak Sahakari Sangh Limited, Udaipur  
Goverdhan Vilas, Ahmedabad Road, Udaipur

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**Tender Form PART ' A'**  
**(Technical / Pre-Qualification Bid)**

Tender for Supply of Advertisement Materials

- 1) Name of Tenderer .....
- 2) Individual / Partnership Firm/ Company Ltd./Other                      ✓ Tick Any one  
& attach valid document
- 3) Present/Postal Address .....
- .....
- .....
- .....
- Contact Nos  
Land Line No./Mobile No.
- .....
- Mail ID (Official)  
.....
- .....
- 4) PAN (Permanent A/c No.)  
.....
- 5) GST No.  
.....
- 6) AADHAR CARD No of person  
signing the tender form  
.....
- 7) Work Experience
- i) In Dairy Industry  
.....
- ii) Other than Dairy Industry  
.....
- .....
- 8) Income Tax retrun Paper  
(For last two Assessment years”  
2023-24, 2024-25)  
.....
- .....

Note :- Enclose duly signed photocopies of all relevant documents as mentioned above. In absence of these documents the tender shall be rejected & Part-‘B’ of that tenderer shall not be opened.

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S No 1

**Work specification of Sign Board**

Annex-A

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Advertisement Material	:- <b>Sign Board</b>
Specification	:- Supply of Sign Board as per specification's
Qty & Size	:- a) minimum order qty 50 nos (for Size-4'X2') b) order qty of other sizes (16, 24, 48, 60 sq ft) will be communicated by Udaipur Dairy as & when required.
Flex Quality	:- star media
Technical Specification	:- a) 1"X1" Iron Square pipe of 4 Kg Quality (for Size-4'X2') b) For all other sizes of Sign board extra pipe/angles of 1"X1" & other fixtures shall be provided for support.
Design Printing	:- As per sample approved by Udaipur Dairy Printing in Multicolor design.
Hanging Facilities	:- Hanging facility as per display site

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Note:-

1. Quoted rate should be inclusive of all taxes, expenses & designing charges.
2. Printing should be done as per the art work/ design approved by Udaipur Dairy.
3. Before commencing the advertising work, the party will have to prepare a sample related to this advertising material and show it in the marketing section for approval.
4. Payment shall be made after satisfactory completion of tender work & receiving 100 % ordered consignment.

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S No 2

**Work specification of Glow Sign Board**

Annex-A

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Advertisement Material	:- <b>Glow Sign Board</b> (Single side display)
Work Specification	:- Supply of Glow Sign Board as per specification's
Qty & Size	:- a) minimum order qty – 50 nos (for size 4'X2') b) Order qty of other sizes (16,24,36,60 sq ft) will be communicated by Udaipur Dairy as & when required.
Flex Quality	:- Back lit –Star/LG Media
Technical Specification	:- a) Depth = 6", 1"X1" 18 SWG square pipe double frame with antirust coating to a mount flex. (for size 4'X2') GI Box casing:- 26 gauge, Black spray painting on the side panel. b) For all other sizes tube lights, support pipes/angles & other fixtures shall be provided accordingly.
Design Printing	:- As per sample approved by Udaipur Dairy Printing in Multicolor design.
Electricity Facilities	:- First quality electrical fitting –ISI mark (Choke & Tube light, starter fitting & ensure at least one tube light per 4 sqft area.)

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Note:-

1. Quoted rate should be inclusive of all taxes, expenses & designing charges.
2. Printing should be done as per the art work/ design approved by Udaipur Dairy.
3. Before commencing the advertising work, the party will have to prepare a sample related to this advertising material and show it in the marketing section for approval.
4. Payment shall be made after satisfactory completion of tender work & receiving 100 % ordered consignment.

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S No 3

**Work specification of Dangler**

Annex-A

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Advertisement Material	:- <b>Dangler</b>
Work Specification	:- Dangler
Qty	:- Minimum order qty 1000 Nos
Size	:- 12”X12”
Thickness	:- 300 GSM
Material	:- Art paper, Both side Lamination
Design Printing	:- As per sample approved by Udaipur Dairy Multicolor separate design printing on both side. Every 500 Nos of Dangler printed with separate design printing on both faces.
Hanging Facilities	:- Hanging facility on the top side of Advertisement With eye lid.

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Terms & Conditions

1. Quoted rate should be inclusive of all taxes, expenses & designing charges.
2. Printing should be done as per the art work, design provided by Dairy. Every 500 Nos of Dangler printed with separate design printing on both faces.
3. Before commencing the advertising work, the party will have to prepare a sample related to this advertising material and show it in the marketing section for approval.
4. Payment shall be made after satisfactory completion of tender work & receiving 100 % ordered consignment.

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S No 4

**Work specification of Flex Banner**

Annex-A

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Advertisement Material	:- <b>Flex Banner</b>
Work Specification	:- Supply of Flex Banner as per specification's
Flex Quality	:- Star Media
Qty & Size	:- a) Various Sizes (8, 24, 48, 60 sq ft ) Size & qty will be communicated by Udaipur Dairy as & when required.
Thickness	:- 320 GSM
Design Printing	:- As per sample approved by Udaipur Dairy Multicolour design printing having quality 8 pass printing.
Hanging Facilities	:- for hanging facility good quality eyelids provided at all four corners.

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Note:-

1. Quoted rate should be inclusive of all taxes, expenses & designing charges.
2. Printing should be done as per the art work/ design approved by Udaipur Dairy.
3. Before commencing the advertising work, the party will have to prepare a sample related to this advertising material and show it in the marketing section for approval.
4. Payment shall be made after satisfactory completion of tender work (i.e. as per time to time assigned work).

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S No 5

**Work specification of Vinyl Stickers**

Annex-A

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Advertisement Material	:-	<b>Vinyl Stickers</b>
Work Specification	:-	Supply of Vinyl Stickers as per specification's
Qty & Size	:-	Various sizes Order qty will be communicated by Udaipur Dairy as & when required.
Material & Quality	:-	Standard
Design Printing	:-	Art work printing in Multicolor design for vinyl sticker will be approved by Udaipur Dairy. Sticker must be with good quality pasting gum.

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Note:-

1. Quoted rate should be inclusive of all taxes, expenses & designing charges.
2. Printing should be done as per the art work/ design approved by Udaipur Dairy.
3. Before commencing the advertising work, the party will have to prepare a sample related to this advertising material and show it in the marketing section for approval.
4. Payment shall be made after satisfactory completion of tender work (i.e. as per time to time assigned work).

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S No 6

Work specification of Standee

Annex-A

Advertisement Material :- Standee

Work Specification :- Supply of Standee as per specification's

Qty :- a) minimum order qty – 50 no's (for size 3'X2')

b) Further qty will be communicated by Udaipur Dairy as & when required.

Size :- 3' x 2' ft.

Technical Specification :- (a) Frame:- 1" x 1" Iron Square pipe of 4 kg Quality

(b)Support:- Triangle Stand (2ft) 1"x1"pipes for support on both side of frame (having 2ft square pipe on each side).

(c) frame support having White colour paint.

Flex Quality :- Star Media

Design Printing :- Both side printing in Multicolor design. Art works need to be approved form Udaipur Dairy.

For exact dimension/specification's the sample of standee can be seen at Udaipur Dairy.

Note:-

1. Quoted rate should be inclusive of all taxes, expenses & designing charges.
2. Printing should be done as per the art work/ design approved by Udaipur Dairy.
3. Before commencing the advertising work, the party will have to prepare a sample related to this advertising material and show it in the marketing section for approval.
4. Payment shall be made after satisfactory completion of tender work (i.e. as per time to time assigned work).



Udaipur Dugdh Utpadak Sahakari Sangh Limited, Udaipur  
Goverdhan Vilas, Ahmedabad Road, Udaipur

Date :-

**Tender Form Part –‘B’**  
**(Financial Bid)**

Rates quoted by the tenderer

Annex –B

Name of Tenderer :- .....

S.N	Advertisement Material		Min. Order Qty	Rate offered by the Tenderer Rs per sqft or Nos (GST Inclusive)	
				Rate in figures Rs per sqft	Rate in Words Rs per sqft
A	Sign Board	1. Sign Board (a) For Size 4'X 2' sq ft  (b) Other sizes (16, 24, 36, 60 sqft etc)	50 Nos  As & when required basis	-----  -----	-----  -----
		2. Glow Sign Board (Single Side Display) (a) For Size 4'X 2' sq ft  (b) Other sizes (16, 24, 36, 60 sq ft etc)	50 Nos  As & when required basis	-----  -----	-----  -----
B	Banner	3. Flex Banner (a) (Various sizes –8, 24, 48, 60 sq ft etc )	As & when required basis	-----	-----
C	Vinyl Stickers	4. Vinyl Sticker (Various sizes)	As & when required basis	-----	-----
Advertisement Material				Rate in figures (GST Inclusive) Rs per Unit	Rate in Words (GST Inclusive) Rs per Unit
D	Dangler	5. Dangler (1'X1', Thickness 2mm)	1000 Nos	-----	-----
E	Standee	6. Standee Both side printing (3'X2' size )	50 Nos	-----	-----

Note :- GST inclusive Rate should quoted as per specification's of Advertisement materials mentioned at Annex-A of S.no. 1, 2, 3, 4,5 & 6.

- i. Tenderer has to quote the GST inclusive rate (Rs per sqft or Rs per unit) only.
- ii. The supplier must have registration in concerned department for claim of respective taxes. Break-up of applicable taxes must be shown separately in the raised bill.
- iii. Designing/art work expenses shall be born by the tenderer.
- iv. Before commencing the advertising work, the party will have to prepare a sample related to advertising material and show it in the marketing section for approval.
- v. Successful tenderer will have to supply the advertisement material on the finalized rates on prescribed time period for the duration of 1 year.
- vi. Tenderer shall abide all other terms & conditions as per tender document.

**UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD. UDAIPUR**  
**Ahmedabad Road, Goverdhan Vilas, UDAIPUR**

**I. INSTRUCTIONS FOR FILLING TENDER FORMS**

1. The tenderer should not be a first degree relative of any employee of Udaipur Dugdh Utpadak Sahkari Sangh Ltd. The terms of first degree relative would include father, mother, brother, sister, son, daughter, husband, wife, father-in-Law, daughter-in-Law, grand father, grand mother, grand son, grand daughter and similar relatives on the maternal side.
2. The tender form should be filled in ink legibly. There should be no cutting and/or overwriting. If at all it is necessary every cutting should be signed by the tenderer himself.
3. The tender form Part 'A' & Part 'B' both should be filled up in own handwriting with the complete detail of name, address, telephone/mobile Numbers. The tenderer shall also furnish complete name & address of the authorized person who may be contacted for the assigned work. All correspondences sent to the given address, will be considered as served whether the same have been received or not.
4. The tender form along with the terms and conditions appended there to should be submitted through registered AD Post or in person in covered and sealed envelope, separately for Part 'A' & Part 'B' before prescribed time. The envelopes are to be addressed to the Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Ltd. Udaipur in block capital letters, indicating on the top of the envelope the tender reference **Part 'A' & Part 'B'** & date of opening. **Part 'A'** along with demand draft of earnest money containing the technical information of tenderer with experience & enclosed photocopy of all relevant documents, Work experience & income tax return paper for last two year. **'Part B'** of tender form put in separate envelope & **GST inclusive rate** should be quoted for all advertisement material with given specifications as per enclosed format. Udaipur Milk Union is not responsible for premature opening of tender, if the tender is not properly addressed and identified. No telegraphic tender will be considered.
5. It will be presumed that the tenderer have gone through all the terms and conditions of the tender and in token thereof they are required to sign each and every page of the terms and conditions of the tender. In case of partnership firm it should be signed by any of the one partner, holding power of attorney. The tender form should also be accompanied with the partnership deed; in absence of the partnership deed the tender form will be rejected.

6. No change will be made in the terms and conditions by the tenderer. If any changes are made, those changes will not be considered and the tender will be rejected.
7. The rate should be quoted on per sq ft or per unit basis (Rate inclusive of GST & all applicable taxes) for all advertisement material with given specifications, both in figures and in words. In case of discrepancy between the rates, **the rate written in words will be taken as final**. Rate quoted by tenderer should be considered to be valid for three months.
8. The tender form Part 'A' should be supported along with the photocopy of the firm registration certificate, experience certificate/PAN/GSTIN No. etc. **In absence of requisite formalities of tender form Part 'A', the eligibility for tender shall be out rightly rejected & Part-'B' of that tenderer shall not be opened.**
9. The tender Part 'A' will be opened first and only on ELIGIBILITY, Part 'B' will be opened at the date and time given in the tender notice. Tenderer's are allowed to be present at the time of opening of the tenders. Tender terms & conditions signed by tenderer on every page should be enclosed with Part 'A' envelope.
10. The earnest money in the form of crossed Demand Draft drawn in favour of **Udaipur Dugdh Utpadak Sahkari Sangh Ltd, Udaipur** is to be enclosed with the tender form **Part 'A'**.
11. The tender cannot be withdrawn once it is opened. The tenders will be kept open for acceptance for a period of three months from the date of opening of tender.
12. Managing Director reserves the right to reject any or all the tenders without assigning any reason thereof.
13. If there is any problem/difficulty in filling the tender form or any doubt regarding the tender terms & conditions of the tender, tenderer may contact this office & get clarifications.
14. In case of Disregard of these instructions to the tenderer, the tender is liable to be rejected.

*I have read the instructions number 01 to 14 & Annexure-1 to Annexure-4 for filling the tender form & accordingly tender form has been filled by me. In case of any discrepancy the tender have to be rejected & for that I will be responsible.*

Date:

Place:

**UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD. UDAIPUR**  
**Ahmedabad Road, Goverdhan Vilas, UDAIPUR**

**II. TENDER TERMS AND CONDITIONS**

1. The earnest money deposit of unsuccessful tenderers will be returned within three months from the date of opening of the tenders & for successful tenderer EMD will consider as a part of total required cash security of specific/whole assign work.
2. For supply of advertisement material successful Tenderer will have to deposit :
  - (a. Total Cash Security ( Total Rs 9,000/- ) as mentioned in tender form. In this if tenderer surrender Original Receipt of EMD in Milk union with request to convert it into Cash security, the same will be considered as a Security of assigning work.  
The successful tenderer will have to complete all assigning work (supply of advertisement material as per specification's & work order) in stipulated time frame after issuance of work order.
3. The earnest money/security money of the successful tenderer deposited with us will be liable to be forfeited, treating as liquidated damages in the case of any evasion, refusal, unsatisfactory work done or delay in work on the part of the tenderer.
4. The successful tenderer shall not assign or sublet this contract to any other agency or person & their quoted lowest rate (for s.no. 1, 2, 3, 4, 5 & 6) is valid for one year from the date of opening of tender form. Tenderer will have to supply the advertisement material as & when order placed with installation site by Udaipur Dairy during the year.
5. At the time of submission of bill successful tenderer will ensure that the detail break-up of applicable taxes (CGST & SGST separately) is mention on bill.
6. a) If a specific work requires big size sign board/Glow Sign Board then fitting and mounting (use of extra pipes & angles) & installation expenses shall be paid extra.  
**b) In case the fitting, mounting & installation site is out of Udaipur City area then freight charges (To & Fro) shall be paid extra.**
7. In case the work is not found satisfactory, penalty may be imposed & deduction may be made from the bill or tender may be terminated. Tenderer has to supply advertisement material within a month from placement of work order.

8. Contractor will indemnify the Union in respect of all and any expenses arising out of injury to persons and damages to the structures or property & adjoining buildings. The contractor shall be responsible for the losses and damages done by his staff or vehicles & the cost of such damages may be recovered from his bills.
9. In case of failure or refusal to complete the work within the specified time, the Managing Director, UDUSS/Authorized Person has the right to engage other party for the services at his risk & cost. Further the Managing Director also reserves the right to terminate the contract in such circumstances and his security & bank guarantee will be forfeited.
10. All disputes and differences arising out of or in any way touching or concerning this contract/agreement whatsoever or any legal proceedings if necessary shall have to be lodged in courts situated at Udaipur, Rajasthan only.
11. Any bribe, commission, gifts or advance given, promised or offered by or on behalf of the contractor whether with or without knowledge of contractor to any officers/employees or representative of Udaipur Dugdh Utpadak Sahkari Sangh Ltd., in relation to obtaining or executing the contract will be deemed as criminal offense and will result in the termination of the contract and all the losses will be recovered from the bills/ security amount of the successful tenderer.
12. The income tax and other statutory levies, deductions will be made from the bills of the contractor as per rules and regulations in force.
13. The contract can be terminated any time by Managing Director keeping in view the interest of the organization and for that no consequential losses will be given by this office in any condition.
14. Marketing section of Udaipur dairy may be contacted for any clarification regarding tender or specification of advertisement material.
15. The Managing Director reserves the right to delete, omit, add or include any term & condition in the contract & that will have to be followed by the contractor.

*I have read the terms & conditions number 01 to 15 & accordingly tender form has been filled by me. In case of any discrepancy the tender have to be rejected & for that I will be responsible.*

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

Annexure - I

**Annexure I: 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.

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

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:



**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

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**

- (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.

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

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

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

Annexure - 4

**Annexure 4 : Additional Conditions of Contract**

**I. 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.

(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.

**Quotation for the Tender work**

“Supply of Advertisement Material (As per Annex-A of S no 1,2,3,4,5 & 6) ”

**Tender form :- Part-‘A’**

**Due date:**

-----  
Tender Notice No.:..... Dated .....

To,

Managing Director  
Udaipur Dugdh Utpadak Sahakari  
Sangh Limited, Goverdhan Vilas,  
Ahmedabad Road, Dist: Udaipur

**State :- Rajasthan**

Phone: 0294-2640188, 7427811222, 7427811444

From:

M/s.....  
-----

**Quotation for the Tender work**

“Supply of Advertisement Material (As per Annex-A of S no 1,2,3,4,5 & 6) ”

**Tender form :- Part-‘B’**

**Due date:**

-----  
Tender Notice No.: ..... Dated .....

To,

Managing Director  
Udaipur Dugdh Utpadak Sahakari  
Sangh Limited, Goverdhan Vilas,  
Ahmedabad Road, Dist: Udaipur

**State :- Rajasthan**

Phone: 0294-2640188, 7427811222, 7427811444

From:

M/s.....  
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