

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

**E-Tender form**

**E-Tender for Publication of NIT's , Notices , Advertisement etc. in News Papers through Advertising Agency .**

**(Tender Notice No. : 3500 Dated 03.02.2026)**

E-Tender is invite by UDUSS Ltd. for the Tender work as detailed below:

SN	Particular	Description
1.	<b>Tender Work</b>	E-Tender for Publication of NIT's , Notices , Advertisement etc. in News Papers through Advertising Agency.
2.	Tender Reference	24/2025-26
3.	Tender cost (Approximately in Rs )	12.50 Lac
4.	Area Specified	E tender for Appointment of Advertising Agency for work of Publication of NIT's , Circulars, Notices, Advertisement etc. in News Papers at District level / Division Level / State Level / National Level as per Milk Union requirement through Advertising Agency.
5.	Tender Period	One Year
6.	Earnest Money ( <u>DD in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur</u> )	Rs 25000/-
7.	Tender Form Fees ( <u>DD in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur</u> )	Rs 1180/-
8.	E-Tender Processing Fee ( <u>DD in favour of MD, RISL, Jaipur</u> )	Rs 500/-
9.	Date for downloading E-tender form (from govt site <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> )	Date 09.02.2026 at 05:00 PM
10.	Pre-Bid Meeting Date & time	Date 16.02.2026 from 01:00 PM to 03:00 PM
11.	Last Date & time for uploading tender form & required documents	Date 05.03.2026 upto 04:00 PM
12.	Date & time of submission of Demand draft at marketing section for tender fee, EMD & E-tender processing fee in physical form.	Date 06.03.2026 upto 01:00 PM
13.	Date & time of opening of Technical or Pre Qualification bid	Date 09.03.2026 at 11:30 AM
14.	Date & time of opening of Financial bid	To be informed later
15.	Tender Opening Place	<u>Udaipur Dugdh Utpadak Sahakari Sangh Limited,</u> Goverdhan Vilas, Ahmdabad Road, Udaipur

Note : 1. Tenderer should quote tender rate as Discount offered (in %) on Effective Rate of Concerned News Papers for publication of Concerned Matter inclusive of all expenses, online in prescribed format (xls BOQ format of PART II).

2. Tenderer should prepare all three Demand Draft's, only from their own bank account. If purchaser name mentioned on Demand Drafts will differ from tender Advt. Agency name then Demand Drafts of that Agency shall not be accepted.

# UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED

## GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

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### Important instruction for filling/uploading E-tender form & documents:-

(Only through Online procedure on e-procurement site <http://eproc.rajasthan.gov.in>)

Please read carefully the steps of submitting Tender form Online & also you have to follow instruction of e-procurement site for filling E-tender form. E-Tender form should be filled/uploaded separately in two parts, viz. **PART I & PART II (unpriced & priced)**.

#### **PART I : Technical & Pre-Qualification (Unpriced) Bid**

Before Uploading **UNPRICED TENDER**, it should be ensured that all the Technical & Commercial details including conditions of contract & relevant documents etc. & Scan copy of Tender form fee, Earnest Money & E-tender processing fees (**DD/payorder**) are ready for uploading.

- (a) Interested party/bidder/tenderer can download tender form through Tender ID from official website <http://eproc.rajasthan.gov.in>.
- (b) Each & Every page of E-tender documents should be uploaded with Part I.
- (c) After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document.
- (d) Tenderer who wish to participate in this tender should be registered on <http://eproc.rajasthan.gov.in> To participate in online tenders, tenderer will have to procure digital signature certificate (type III) as per information technology Act-2000 using which they can sign their electronic tender documents. Tenderer can procure the same from any CCA approved certifying agency. Tenderer who have a valid digital certificate need not procure a new digital certificate.
- (e) Tenderer shall submit their offer on line in electronic formats both for technical and financial proposal however Demand Draft for Tender Form Fee, E-tender Processing Fee and Earnest Money should be submitted manually in the office of Tendering Authority (Udaipur Dairy, Goverdhan Vilas, Ahmedabad Road, Udaipur) before date & time of opening of technical bids as mentioned in tender notice. Scanned copy of Demand Draft should be uploaded along with Part-I of online bid.
- (f) In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
- (g) Annexure-1 to Annexure-4 (separately enclosed at the end of tender document) regarding E-procurement process is the part of this tender document and Bidder will upload every signed page of this annexure with other tender document on Part-I.

#### **PART II : Financial (Priced) Bid**

1. The quoted rate (inclusive of expenses) should be filled as **Discount offered (in %) on Effective Rate of Concerned News Papers for publication of Concerned Matter inclusive of all expenses** in prescribed format of PART II of tender form (.xls BOQ) only.
2. The BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

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

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**PART I**

**Technical & Pre Qualification Bid**

**E-Tender for Appointment of Advertising Agency for Work of Publication of N.I.T's , Notices ,  
Circulars , Information's, Advertisement etc. in News Papers .**

**(Tender Notice No. : 3500 Dated 03.02.2026)**

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**In case of incomplete information provided in Part-I or scanned copies of required documents are not uploaded with Part-I of tender, Part-II (financial bid) will not be opened or considered for finalization.**

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 . Address: .....

Local / Present Address(Office) .....

Permanent Address .....

**5. Tender Fee detail:-**

***For s. no. (i) & (ii) demand drafts prepare in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur***

(i) Tender Form Fee :Rs. ....  
vide D.D.No. ....  
Name of Bank ....  
Branch ....  
Dated .....

(ii) Earnest Money Details :Rs. ....  
vide D.D.No. ....  
Name of Bank ....  
Branch ....  
Dated .....

(iii) E-tender Processing Fee : :Rs. .... DD *In favour of MD, RISL, Jaipur*  
vide D.D.No. ....  
Name of Bank ....  
Branch ....  
Dated .....

6. Land Line No. ....
7. Bank Detail .....
8. Mobile No. ....
9. Email Address .....
10. PAN No. (Permanent A/C No.) .....
11. GST Registration No. ....
12. Enclosed Certificate of Authorized Agency from
  - (a) Dainik Bhaskar .....
  - (b) Rajasthan Patrika .....
13. Work Experience Attach for any two financial years (20-21 to 24-25)  
(Certificates / Enough Proof)
  - (a). In Dairy Industry .....
  - (b) Other than Dairy Industry .....
14. Details of Infrastructure Owned .....
- (Office, Computers, Trained Staff etc.) .....
- .....
- .....
- .....
15. Attach copy of Income Tax Returns .....
- for any two financial years (20-21 to 24-25 )
- 16 Name & Signature of the Authorized Person/Representative
- .....
- (name) (signature)
17. Whether black listed or not (Yes / No)
18. Name of any first degree relative working In Udaipur Dairy or a Member of BOD, if any.
- .....

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**Note :-**

- (a.) Physical deposition of all three demand drafts (for tender form fee, E-tender processing fee and earnest money) should be submitted manually in the office of UDUSS Ltd, Udaipur before schedule date time as specified in tender notice along with bid submission confirmation copy.
- (b.) Scanned copies of these three demand drafts should be uploaded with Part-I.
- (c.) Tenderer should prepare all three demand draft's, only from their own bank account. If purchaser name mentioned on demand drafts differ from tender party/Advt Agency name then demand drafts of that party shall not be accepted and Tender Agency become Technically disqualified .
- (d) Before uploading Tender form , participating Tenderer should ensure that as per requirement mentioned in Technical part I of Tender document all required Information's are filled , every page is signed and all required documents are scanned and uploaded on concerned e proc site.

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

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**General Terms & Conditions**

**E-Tender for Appointment of Advertising Agency for Work of Publication of N.I.T's, Notices, Circulars, Information's, Advertisement etc. in News Papers .**

**(Tender Notice No. : 3500 Dated 03.02.2026)**

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1. The earnest money deposit of unsuccessful tenderers will be returned within three months from the date of opening of the tenders.
2. Tender shall be finalized only through online procedure on E-procurement site hence all participator/firm shall follow all instructions and procedures accordingly during tender.
3. Successful tenderer will have to complete all requisite formalities
  - (i) Earnest money deposit of successful tenders will be adjusted towards the security deposit subject to the surrendering of the original receipt.
  - (ii) Execute an agreement in the prescribed form on stamp paper of Rs.500/- .The expenses incurred for typing and stamping etc. of the agreement will be borne by the tenderer. The expenses of completing stamping the agreement shall be borne by the successful Tenderer . Agreement stamp duty as per government norms will be applicable.
  - (iii) 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 or delay in work on the part of the tenderer in signing the agreement.
  - (iv) Deposit nominal membership fee Rs 100/-
4. The tenderer should not be a first degree relative of any D.C.S. Secretary or any Member of B.O.D. or 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 of Concerned Person as specified above .
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 and then scan same and upload on eproc site
6. The rate should be Quoted as Discount Offered (in %) on Effective Rates for Publication in News Papers in online format in B.O.Q.
7. Even after execution of agreement UDUSS LTD may at any time terminate the

agreement if the tenderer is adjudicated insolvent or being a company, is wound-up voluntarily.

8. In case the tenderer fails to comply with provisions, services of tender and requirement, then assigned work shall be terminated without any explanation & security deposit shall be forfeited.
9. Tenderer should have proper Office with staff, Computer systems, telephone and mobile etc. in Udaipur City .
10. In case any of the document/information(s) furnished by a Tenderer are found to be false/forged or If any condition mentioned in the pre- qualification bid (which is must) is not be fulfilled by the applicant then the Tender form shall be rejected.
11. After wards with the mutual consent of both the parties the period can be further extended for a maximum period of one year on the same terms and conditions.
12. The tenderer shall not assign or sublet/transfer this contract to any other agency /person/firm/establishment without prior permission of Managing Director.
13. The management of Udaipur Dairy does not bind itself to accept and reserves the right to reject any or all the tenders received without assigning any reason thereof.
14. Contractor will keep regular liaison with Dairy Officials & will be available in Office as and when required.
15. Contractor shall comply with all the Statutory Acts/Provisions.
16. Necessary Registration under applicable Acts shall be the sole responsibility of the Contractor.
17. Only After successful completion of the contract, the Security Deposited will be refunded to the Contractor.
18. 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 will be forfeited.
19. The Approved Agency work will be liable to be terminated at the discretion of the Managing Director, Udaipur Milk Union at any time for the breach of the terms and conditions of the contract by the Agency. The Managing Director, Udaipur Dugdh Utpadak Sahakari Sangh Ltd, may also at his discretion enter into fresh contract for the remaining period of this Agency work with any other party at Agency risk & cost.
20. Any bribe, commission, gifts or advance given, promised or offered by or on behalf of the Agency whether with or without knowledge of Agency to any officers/employees or

representative of Udaipur Dugdh Utpadak Sahakari Sangh Ltd., in relation to obtaining or executing the contract will be deemed as criminal offense and will result in the termination of the Agency work and all the losses will be recovered from the deposited security amount of the Agency.

21. The Managing Director keeps the power to delete, omit, add or include any term & condition in the Advt. Agency work & that will have to be followed by the tender agency.
22. All disputes and differences arising out of or in any way touching or concerning this work order whatsoever or any legal proceedings if necessary shall have to be lodged in courts situated at Udaipur, Rajasthan only.

*I have read the instructions number 01 to 22 & Annexure-1 to Annexure-4 (separately enclosed at the end of tender document) 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 SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

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**Special Terms & Conditions**

**E-Tender for Appointment of Advertising Agency for Work of Publication of N.I.T's, Notices, Circulars, Information's, Advertisement etc. in News Papers .**

**(Tender Notice No. : 3500 Dated 03.02.2026)**

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1. Tender shall only be given by those Firms/Companies /Offices who are actually dealing in the Advertisement work for Reputed News Papers & for verification, the tender form Part 'I' should also be supported along with the uploading of scanned copy of the Authorized agency certificates from News Papers , Experience Certificate, Income Tax Return etc.
2. The rate should be Quoted as Discount Offered (in %) on Effective Rates for Publication in News Papers in online format in B.O.Q. .
3. Evaluation of Bids will be only on the basis of highest Discount Offered (in %), irrespective of the applicability of OR otherwise of GST .
4. The GST as applicable from time to time will be Paid extra subject to separate mention in the GST Bill .
5. Whenever effective rate of Publication in News Paper changes , Tender party have to immediately submit effective changed Price List of Concerned News Papers in the Office of Milk Union ,Udaipur .
6. The Tender quoted rate is inclusive of all costs /charges such as Computer work / Design development work , approval work from office of Udaipur milk union and subsequent Publication work in ordered Edition and date for ordered News Paper etc. with all other expenses if any .
7. Milk Union would inform telephonically about N.I.T. or other items to be Published to Advt. Agency and Agency have to collect related matter from Milk Union Office or else would be sent through Fax/ Email.
8. The publication of NIT/ ADVT./Other matter would have to be published in the minimum space at proper place to have maximum attention/ readership in concerned News Paper as per Orders of Milk Union .
9. It is the responsibility of Advt. Agency to publish NIT /ADVT. /other matter within 48 hours or as per direction of Milk Union , in News Paper.



10. The related Computer work/ Design Work for development of Advertisement / NIT to be published in News Paper is the Responsibility of Tendered Approved Agency . After finalization of Art Work , Approved Party would Email Art Work to Milk Union Office for approval and get approval for authorized person before final Publication in Concerned News Paper .
11. The submission of Certificate for Authorized Advertising Agency from Rajasthan Patrika and Dainik Bhaskar is must.
12. In case the Agency is unable to publish matter in News Paper as per orders/ direction, the Contract may be terminated and Security may be forfeited.
13. Managing Director Milk Union, Udaipur have full right to accept/reject any Tender.
14. Approved Agency will submit GST Invoice in duplicate along with a copy of News Paper containing Published item ( NIT/ADVT etc.) as proof along with Order / Letter of the Milk Union.
15. Payment will be made through Account Payee Cheque .
16. Agency will have to submit details of Effective Publication Rates of various News Papers time to time in the Office of Milk Union .
17. In case of non-compliance of above Terms & Conditions or any breach of the Conditions, the Contract will be immediately terminated by the Managing Director, Udaipur Milk Union without any notice, for which no claim will be entertained.
18. All disputes and differences arising out of or in any way touching or concerning this work order what so ever or any legal proceedings if necessary shall have to be lodged in courts situated at Udaipur, Rajasthan only.

**I/we have read & understood all Special terms and conditions no. 1 to 18 of tender document carefully and I/we agree to abide by all terms and condition. I further declare that if any wrong information is submitted by me than the tender may be liable to be cancelled.**

**Date:**

**Place:**

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

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**PART II**  
**Financial/Price Bid**

**E-Tender for Appointment of Advertising Agency for Work of Publication of N.I.T's , Notices , Circulars , Information's, Advertisement etc. in News Papers .**

**(Tender Notice No. : 3500 Dated 03.02.2026)**

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This tender part (financial/price bid) is separately uploaded in e-proc site for inviting tender rate in BOQ format (\*.xls). For Part II of tender document, tender rate fill online in this BOQ form by the tenderer.

(This format is used for reference only)

Itemwise BoQ

**Tender Inviting Authority :- Udaipur Dugdh Utpadak Sahakari Sangh Limited, Udaipur**

Name of Work :E-Tender for Appointment of Advertising Agency for Work of Publication of N.I.T's , Notices , Circulars , Informations, Advertisement etc. in District level, Division Level , State level, National level News Papers .

Contract No. :- 24/2025-26

Bidder	
Name :	

**PRICE SCHEDULE**

(This BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender, bidders are allowed to enter the bidder name and values only)

Number #	TEXT #	TEXT #	TEXT #	Number #	Number #	TEXT #
Sl. No.	Item Description	Item Code/ Make	Units	Rate in figure To be entered by the Bidder as Discount in % (Inclusive of all	Total % Discount Without Tax	Total % Discount In Words
1	2	3	5	13	54	55
1	E-Tender for Publication of NIT's, Notices , Advertisement etc. in News Papers through Advertising Agency					
1.01	Discount Offered in % on effective rate of Publication of NIT, Notices, Advertisement etc in District Level, Division level , State Level , National Level News Papers	Discount offered on effective rate of Publication	%			INR Zero Only
Total in Figures						
Quoted Discount in Words		INR Zero Only				

- Note :-**
1. The GST as applicable from time to time will be extra subject to separate mention in GST Invoice .
  2. Whenever effective rate of Publication in News Paper changes , Tender party have to immediately submit effective changed Price List of Concerned News Papers in the Office of Milk Union ,Udaipur .
  3. Evaluation of Bids will be only on the basis of highest Discount Offered (in %), irrespective of the applicability of OR otherwise of GST .
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**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

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**Annex-C**

**DECLARATION/ UNDERTAKING**

**E-Tender for Publication of NIT's , Notices , Advertisement etc. in News Papers through  
Advertising Agency**

**(Tender Notice No. : 3500 Dated 03.02.2026)**

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**Name of Tenderer : .....**

**I/ We hereby declare**

- that my/our Tender rates for the above stated work shall remain valid for a period of 3 (three) months from the date of opening. In case of our revoking or cancelling the Tender within the validity period, UDUSS Ltd, Udaipur is entitled to forfeit the Earnest Money Deposit paid by us along with the Tender.
- that my firm is not black listed by any organization.
- No criminal case is pending against me/my firm.
- I do not have any blood relation with UDUSS Employee's (dairy employees/ official's /BOD's member)

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

**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.

**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**  
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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**

- (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**

**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.

(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.