

Minutes of the Procurement Committee meeting held on 16.04.2025 regarding, clarification of queries, if any, received from prospective bidders/parties for registration as supplier for supply of cattle feed raw materials to CFP's of RCDF/Milk Unions.

1. Shri Akash Alha, Financial Advisor, RCDF, Jaipur.
2. Shri K.C. Meena, General Manager (Purchase), RCDF, Jaipur.
3. Shri Santosh Kr. Sharma, General Manager (FO&AH), RCDF, Jaipur.
4. Shri Rakesh Kumar Vijay, General Manager (QC), RCDF Jaipur.

Procurement committee perused email letters received from bidders relating to issues received in the pre-bid meeting/e-mails of various items held on 16.04.2025. After due deliberations committee recommends to make the following revision/ amendments as under :-

S. No.	Existing Term	Proposed by prospective bidder M/s Sakhi, M/s Shiva Sales, M/s Sonawat Brothers, M/s Manak Chand & Co., M/s Shree Vinayak Trading Co., M/s Surbhi Agro, M/s Shree Nath Industries, M/s Shivani Trading Co., Basukinath Industries and M/s Maleco Foods	Recommendation of the procurement committee against coloum 2 terms and condition																				
1	2	3	4																				
1.	<p>Clause No. 2.6.7 of Schedule of Supply (Section - IV)</p> <p>(i) The act of supplying Rejection quality material may also call for penal actions. For this purpose the performance of various registered/empaneled suppliers at each Plant shall be evaluated.</p> <p>(ii) Under Clause No. 2.6.7 of Schedule of Supply (Section - IV).</p> <p>The following table shall be considered of the quantity to be supplied in a particular purchase order is rejected due to quality, the supplier shall be barred from participation in next four tenders.</p> <table><tr><th>Supplied quantity range (in MT)</th><th>Rejection %</th></tr><tr><td>Less than 200 MT</td><td>50%</td></tr><tr><td>200-500</td><td>40%</td></tr><tr><td>500-800</td><td>30%</td></tr><tr><td>More than 800</td><td>25%</td></tr></table> <p>Also, penalty of Rs. 10000/- per truck, of material which has been rejected, will be imposed.</p> <p>In case of supply of adulterated cattle feed raw material in any raw material tender. In that case, the supplier shall be debarred for participation in the next six raw material tender. The decision taken by MD, RCDF shall be final in recommendation of CQCL, RCDF Jaipur.</p>	Supplied quantity range (in MT)	Rejection %	Less than 200 MT	50%	200-500	40%	500-800	30%	More than 800	25%	<p>That as per the table given in clause no. 2.6.7 (page no. 48) of Rejection of goods under SECTION-IV: SCHEDULE OF SUPPLY of the registration document, there is a provision to exclude suppliers from the upcoming tender process based on the percentage of rejection of raw material, which is not fair. There was no provision for this rule in the terms and conditions of the earlier registration document. It was implemented by the order number RCDF/Pur/F./2024/5745-5814 dated 03.05.2024 of General Manager Purchase. Due to this rule, suppliers will be out of the tender process, due to which competition in the tender process will end and the rates of raw material will be high, which will cause huge financial loss to the organization.</p>	<p>Clause No. 2.6.7 of Schedule of Supply (Section - IV)</p> <p>(i) The act of supplying Rejection quality material may also call for penal actions. For this purpose the performance of various registered/empaneled suppliers at each Plant shall be evaluated.</p> <p>(ii) Under Clause No. 2.6.7 of Schedule of Supply (Section - IV).</p> <p>The following table shall be considered of the quantity to be supplied in a particular purchase order is rejected due to quality, the supplier shall be barred from participation in next four tenders.</p> <table><tr><th>Supplied quantity range (in MT)</th><th>Rejection %</th></tr><tr><td>Less than 300 MT</td><td>70%</td></tr><tr><td>300-600</td><td>60%</td></tr><tr><td>600-900</td><td>50%</td></tr><tr><td>More than 900</td><td>40%</td></tr></table> <p>In case of supply of adulterated cattle feed raw material in any raw material tender. In that case, the supplier shall be debarred for participation in the next four raw material tender and may impose penalty of 10% of adulterated supply. The decision taken by MD, RCDF shall be final in recommendation of CQCL, RCDF Jaipur.</p>	Supplied quantity range (in MT)	Rejection %	Less than 300 MT	70%	300-600	60%	600-900	50%	More than 900	40%
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<p>Clause No. 8 of General Terms & Conditions of Contract</p> <p>The empanelment bid security of Rs. 10,00,000/- (Rs. Ten lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur. The bidder shall upload scan copy DD on e-procurement website and physically submit in the office of RCDF before scheduled time & date of opening of bid, specified in the bid documents. The demand draft number is to be mentioned in the appropriate columns of bidding Tech form.</p> <p>Bidders who wish to participate in the Molasses Tenders either exclusively for Molasses or combinedly alongwith other items like DORB, Rice Bran, DOMC, Gwar Korma, Maize, Barley Sound etc. has to deposit bid security of Rs.14,00,000/- (Rs. Fourteen lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur.</p> <p>The bid security will be adjusted against the performance security for the registered/empanelled bidders.</p> <p>During course of empanelled period, if any empanelled supplier is willing to participate in the bid process of Molasses then, before participating in bid process, concerned supplier will have to deposit Rs. 4.00 lacs additional security which is acceptable in form of DD only.</p>	<p>That FDR should also be accepted as bid security in place of bank guarantee in the registration document, so that more bidders can participate and the business process is simplified.</p>	<p>As per registration document.</p>
<p>3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA</p> <p>A bidder participating in the Empanelment Process shall possess the following minimum pre-qualification/ eligibility criteria.</p> <p>The cumulative amount of Turnover for any two financial years out of last four financial years should not be less than Rs.2 crore. Financial years which shall be considered are 2020-21, 2021-22 2022-23 and 2023-24. The cumulative turnover of any two continuous years shall be considered.</p> <p>Bidder must upload:-</p> <p>3. CA Certificate with CA's Registration Number/ Seal/ Mob. No./UDIN Number etc. as required under TECH-3</p> <p>4. Solvency certificate from Bank as required under TECH-3.</p>	<p>That the requirement of Solvency Certificate be removed as at present banks are not issuing this certificate, thereby causing inconvenience in the registration process.</p>	<p>The cumulative amount of Turnover for any two financial years out of last four financial years should not be less than Rs.2 crore. Financial years which shall be considered are 2020-21, 2021-22 2022-23 and 2023-24. The cumulative turnover of any two continuous years shall be considered.</p> <p>Bidder must upload:-</p> <p>1. CA Certificate with CA's Registration Number/ Seal/ Mob. No./UDIN Number etc. as required under TECH-3.</p>

<p>SECTION-IV: SCHEDULE OF SUPPLY point no. 2.9.5 For purpose of fortnightly bids:- Supply schedule would have to be adhered to as under:-</p> <p>60% of the total ordered quantity in the first week and 40% of the total ordered quantity in the second week.</p> <p>In case of failure, the liquidity damages shall be imposed @ 2% per day with a maximum up to 10% , in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.</p> <p>In case the approved quantity of any item is less than 100 MT, the delivery period of the item would be only 7 days instead of 15 days.</p> <p>In case the supplier fails to supply the complete accepted quantity continuously in two consecutive supplies, than the firm shall be debarred four taking participation in next two cattle feed raw material tenders</p> <p>In case of receipt of raw material in loose bags, the same will be rejected.</p> <p>SECTION-IV: SCHEDULE OF SUPPLY point no. 2.9.5, 2.9.16 and also in General Terms and conditions of contract point no. 27 (A), and 47(C)(i)</p>	<p>That under SECTION-IV: SCHEDULE OF SUPPLY of the registration document, in Liquidated damages and risk purchase clauses no. 2.9.3, 2.9.5, 2.9.7 and 2.9.11 (page no. 50 to 52), late penalty has been increased from 1% to 2% per day and maximum late penalty from 5% to 10%, which is not practical in any way. Similarly, short supply penalty has been increased from 10% to 20% and a provision has been made to impose an additional penalty of ₹ 10,000 on rejection of the vehicle, which is completely impractical. If the raw material is received in open bags, then it will be misuse of the rule of rejecting it. Adulteration has not been defined. We would like to humbly inform you that earning money from late penalty and short supply penalty is RCDF. The main objective of RCDF is not to buy animal feed but the main objective of RCDF is to buy raw material at reasonable rates and produce animal feed. As a consequence of this rule, the rates of raw material in the tender will be high due to which the organization will have to suffer huge financial losses in an invisible manner.</p>	<p>SECTION-IV: SCHEDULE OF SUPPLY point no. 2.9.5 For purpose of fortnightly bids:- Supply schedule would have to be adhered to as under:-</p> <p>60% of the total ordered quantity in the first week and 40% of the total ordered quantity in the second week.</p> <p>In case of failure, the liquidity damages shall be imposed @ 1% per day with a maximum up to 5% , in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.</p> <p>In case the approved quantity of any item is less than 100 MT, the delivery period of the item would be only 7 days instead of 15 days.</p> <p>In case the supplier fails to supply (90% of the total ordered value) the complete accepted quantity continuously in two consecutive supplies, than the firm shall be debarred four taking participation in next two cattle feed raw material tenders</p> <p>In case of receipt of raw material in loose bags at plant. Manager Plant have reserve right to impose Rs.1.00 per bag penalty.</p> <p>SECTION-IV: SCHEDULE OF SUPPLY point no. 2.9.5, 2.9.16 and also in General Terms and conditions of contract point no. 27 (A), and 47(C)(i)</p>
<p>5. In addition to the existing clause no. 41(i), 50% of Molasses quantity will have to supplied within 10 days after receiving of NOC from concerned CFP</p>	<p>IV: SCHEDULE OF SUPPLY of the short supply penalty has been increased from 10% to</p>	<p>In addition to the existing clause no. 41(i), 50% of Molasses quantity will have to supplied within 10 days after receiving of</p>

	<p>and balance 50% quantity within due date.</p> <p>In case of rejection of a particular tanker of Molasses, the quantity rejected will not be accepted/got replaced thereafter and the suppliers will be required to supply only the balance ordered quantity. The quantity rejected will be treated as short supply/unsupplied quantity and short supply compensation @20% shall be recovered by Manager (Plant) from the approved supplier.</p> <p>Molasses supplier will ensure that the tanker is properly sealed and equipped with GPS live location, before dispatch. Seal number and GPS location will have to be provided to the respective Manager, Cattle Feed Plant.</p>	<p>20% which is completely impractical. The main objective of RCDF is not to buy animal feed but the main objective of RCDF is to buy raw material at reasonable rates and produce animal feed. As a consequence of this rule, the rates of raw material in the tender will be high due to which the organization will have to suffer huge financial losses in an invisible manner.</p>	<p>NOC from concerned CFP and balance 50% quantity within due date.</p> <p>In case of rejection of a particular tanker of Molasses, the quantity rejected will not be accepted/got replaced thereafter and the suppliers will be required to supply only the balance ordered quantity. The quantity rejected will be treated as short supply/unsupplied quantity and short supply compensation @10% shall be recovered by Manager (Plant) from the approved supplier.</p> <p>Molasses supplier will ensure that the tanker is properly sealed and equipped with GPS live location, before dispatch. Seal number and GPS location will have to be provided to the respective Manager, Cattle Feed Plant.</p>
6.	<p>SECTION-IV: SCHEDULE OF SUPPLY point no. 2.9.11</p> <p>Short supply compensation @20% shall be recovered by Manager (Plant) from the approved supplier for the quantity of material which approved supplier ultimately fails to supply.</p> <p>No short penalty/rate difference shall be imposed if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT.</p> <p>(Compensation of 20% in place of 10% will also be revised in SECTION-IV: SCHEDULE OF SUPPLY point no. 2.9.3, 2.9.5 and also in General Terms and conditions of contract point no. 27 (A) & (B), 41(i), 47(A), 47(C)(i & ii) and 53)</p>	<p>That under SECTION-IV: SCHEDULE OF SUPPLY of the short supply penalty has been increased from 10% to 20% which is completely impractical. The main objective of RCDF is not to buy animal feed but the main objective of RCDF is to buy raw material at reasonable rates and produce animal feed. As a consequence of this rule, the rates of raw material in the tender will be high due to which the organization will have to suffer huge financial losses in an invisible manner.</p>	<p>As per tender document only</p>
7.	<p>If there is any requirement of change of destination, RCDF is having a right to change the supply destination from one cattle feed to another. The extra cost of transportation will be borne by the receiving cattle feed plant.</p>	<p>That under SECTION-VII (A): GENERAL CONDITIONS OF CONTRACT of the registration document, in point number 61 for clause E: GENERAL, a rule has been made to change the supply destination on additional transportation cost, which is not practical. It is requested that the bid validity period be reduced from 10 days to 5 days and the crop order be issued within 3 days after bid opening.</p>	<p>The condition to change supply destination from one CFP to another CFP plant shall remove. Since, RCDF/Manager Plant maintained stock through inter transfer.</p>

	<p>The supplier shall deliver the ordered goods in sound second hand Gunny bag/ Katta/ HDPE bags as specified. If the bags are found sub-standard, RCDF/CFP will have the option to either reject the consignments altogether or accept the same after deduction of Rs.2/- per bag.</p>	<p>If the raw material is received in open bags, then it will be misuse of the rule of rejecting it.</p>	<p>If the bags are found sub-standard, RCDF/CFP will have accept the same after deduction of Rs.2/- per bag and will not reject the consignments on the said matter basis.</p>
9.	<p>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 bidders, 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 L1 bidder, whose bid is accepted. Counter offer to first lowest bidder (L1), in the order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.</p>	<p>It is requested that in the new registration document of RCDF attached with the information published for making a panel of bidders for supplying raw material for making animal feed at RCDF's animal feed plants, by changing the previous rules and conditions, the rules have been made very tough and impractical from the business point of view, which is not in the interest of the organization.</p> <p>It is requested that in case, after negotiation, L-2 and L-3 parties also agree to supply the goods at L-1 rate under the tender, it would be appropriate to issue purchase orders in equal quantity to parties from L-1 to L-3. This will also facilitate supply to RCDF and more people will get an opportunity to do business.</p>	<p>In addition to existing conditions of the tender, RCDF reserves the right to select one or more firms for supply of bid item(s) for operational flexibility, consistent and regular supplies etc., at the rates of the qualified lowest. RCDF also reserves the right to allocate quantities in the ratio it deems appropriate with higher weightage to the qualified lowest bidder. Such ratio could be 60:40 and 50:25:25 - higher/greater part being that for the lowest. RCDF may decide to allot lower quantities to bidders whose supplies as approved suppliers have not been consistently found to be conforming to the quality/service and specifications during the past contracts.</p>

M/s Sanjay Trading Corporation also following queries received are as under:-

S. No.	Grievance by the M/s Sanjay Trading Corp. against tender terms and conditions of registration document	Recommendation of the committee
1	<p><u>Minimum 5 days should be given to suppliers for preparation:</u> Insufficient preparation time (less than 5 days) after tender approval makes it difficult for suppliers to efficiently source and dispatch supplies. Earlier tenders used to get finalized on the same day i.e. 10th or 25th of month and supply period used to start from 16 or 1st of month respectively.</p>	<p>Bidders shall consider three days for preparation to supply allotted quantity in the tender.</p>
2	<p><u>Moisture basis rejection should not be counted in for debarment:</u> Moisture in commodities is on account of rainfall and humidity in the climate or in fresh crop arrival which is beyond control of suppliers and it's not even contestable. These results cannot be challenged in third party labs. So debarment based on moisture is unfair to suppliers</p>	<p>Debarment based on moisture shall not be considered however rejection policy will be imposed as per tender terms and conditions.</p>
3	<p><u>Establish a minimum quantity threshold (200MT order) for debarment:</u> Sometimes 100mt order is issued and even 50mt which is just one or two trucks of supplies get rejected results into debarment which is unfair to suppliers. As 100MT or less has to be supplied in one week.</p>	<p>Bidders to considered changes as mentioned at serial no. 1</p>
4	<p><u>Testing reports should be provided within 3-4 days:</u> Testing reports of commodities are provided to the suppliers after 15 days when the total supplies have been delivered. Delayed testing reports (over 3-4 days) prevent suppliers from timely addressing quality issues and making necessary adjustments.</p>	<p>Bidder will be informed the rejection report before 7 days by CFPs.</p>
5	<p><u>Request you to accept FDR also against the BID security amount:</u> In earlier tenders bid security used to be accepted in FDR form so there was no interest loss to suppliers but it has been removed in new tender document for instruments allowed against bid security.</p>	<p>Bidders to considered changes as mentioned at serial no. 2</p>

OFFICE NOTE

Timely hearing of suppliers grievances and their redressal: Delayed or inadequate responses to supplier grievances are negatively impacting supplier relationships. Please ensure that supplier grievances are addressed in a timely and fair manner.

Bidder shall be submitted any grievances as per tender terms and conditions.

All other terms & conditions of the above said tenders remain unchanged.

GM(Purchase) apprised the committee of the fact regarding extension in the date and time of bid submission and bid opening in invitation of bids for registration/empanelment of cattle feed raw material suppliers invited vide NIB No. RCDF/Pur/F.(cattle feed)/ 2025-26/1596-1638 dated 09.04.2025 due to pre-bid minutes not uploaded on e-procurement website in time.

Committee after deliberations is of the view that the sufficient time given to the bidders after pre-bid minutes upload on e-procurement website, the above NIB may be extended for a period of 07 days and amendment/corrigendum in date and time of bid submission and bid opening may be published on the e-procurement website accordingly.

Submitted for kind perusal and approval please.

(Rakesh Vijay)
General Manager (QC)

(Santosh Kumar Sharma)
General Manager (FO&AH)

(K.C. Meena)
General Manager (Pur)

(Dr. Akash Alha)
Financial Advisor

MD, RCDF

Tender ID no. 2025_RCDF_457439_1

**INVITATION OF
APPLICATION FOR
EMPANELMENT OF
BIDDERS FOR SUPPLY OF
CATTLE FEED RAW
MATERIALS TO CATTLE
FEED PLANTS OF RCDF
AND ITS MILK UNIONS
LOCATED AT DIFFERENT
PLACES IN RAJASTHAN**

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED

“SARAS SANKUL” J.L.N. MARG, JAIPUR – 302 017

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**INVITATION OF APPLICATION FOR EMPANELMENT OF BIDDERS FOR SUPPLY
OF CATTLE FEED RAW MATERIALS TO CATTLE FEED PLANTS OF RCDF AND
ITS MILK UNIONS LOCATED AT DIFFERENT PLACES IN RAJASTHAN**

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Disclaimer

- A. The information contained in this Single Stage one (envelop) unconditional Bid for empanelment of Bidders for supply of cattle feed raw materials. The Bid document provided to the Bidder(s), by or on behalf of Rajasthan Co-operative Dairy Federation Limited or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid document and all other terms and conditions subject to which such information is provided.
- B. Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the Bidder may require.
- C. Neither the MD, RCDF, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.
- D. This document is not an agreement and is not an offer or invitation by the Managing Director, Rajasthan Co-operative Dairy Federation Limited, Jaipur, Rajasthan. (hereinafter referred to as “Procuring Entity”) or its representatives to the prospective Bidders or any other person. The purpose of this bid document is to provide interested parties with information to assist the formulation of their Proposal/offer. The information contained in this bid document is selective and is subject to updating, expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to connect any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any agreement or arrangement relating to the proposed procurement.
- E. This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the management, officers, and employees of the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and

nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the Bidder or any other in any context, other than applying for this proposed procurement.

- F. The purpose of this Bid document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This Application form/Bid document does not purport to contain all the information which each Bidder/Applicant may require. This Bid document may not be appropriate for all persons, and it is not possible for Rajasthan Co-operative Dairy Federation Limited, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder/Applicant who reads or uses this Bid document. Each Bidder/ Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Bid document and where necessary obtain independent advice from appropriate sources.
- G. Rajasthan Co-operative Dairy Federation Limited, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the Bid document/Application form.
- H. Rajasthan Co-operative Dairy Federation Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.
- I. The issue of this bid document/application form does not imply that the Procuring Entity is bound to select a bidder or to appoint the Selected Bidder or Bidder, as the case may be, for the procurement and the Procuring Entity reserves the right to reject all or any of the Bidders or Bids at any point of time without assigning any reason whatsoever.
- J. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Procuring Entity or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Procuring Entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.
- K. Any information/documents including information/ documents pertaining to this bid or subsequently provided to Bidder and/or Selected Bidder AND information/documents relating to the Bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
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**INVITATION OF APPLICATION FOR EMPANELMENT OF BIDDERS FOR SUPPLY
 OF CATTLE FEED RAW MATERIALS TO CATTLE FEED PLANTS OF RCDF AND
 ITS MILK UNIONS LOCATED AT DIFFERENT PLACES IN RAJASTHAN**

Critical Dates

S. No.	Particulars	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document/ Applications form on www.eproc.rajasthan.gov.in , www.sarasmilkfed.rajasthan.gov.in and SPP Portal http://sppp.rajasthan.gov.in	Upto 5.00 PM on 09.04.2025
2.	Date from which Bidding Document will be provided from the web-site of Rajasthan Co-operative Dairy Federation Limited i.e. www.sarasmilkfed.rajasthan.gov.in or can be downloaded from www.eproc.rajasthan.gov.in , and SPP Portal http://sppp.rajasthan.gov.in	5.00 PM of 09.04.2025
3.	Date of Pre bid meeting to be held at RCDF	11.30 AM of 16.04.2025
4.	Clarifications end date	03.00 PM on 17.04.2025
5.	Last date and time upto which Bids can be submitted/ uploaded on e-procurement website	Upto 5.00 PM of 30.04.2025
6.	Time and date of opening of Pre-qualification Bid	2.30 PM of 01.05.2025
7.	Financial bid shall be invited from time to time from the empanelled bidders/registered suppliers	To be declared later

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED

“SARAS SANKUL” J.L.N. MARG, JAIPUR – 302 017

Phone No. 2702501-508/2710209 : E-mail: pur-rcdf-rj@nic.in, pur-rcdf@rajasthan.gov.in, Website of RCDF: www.sarasmilkfed.rajasthan.gov.in

No. RCDF/Pur/F.(cattle feed)/2025-26/

Dated: April, 2024

NOTICE INVITING BIDS FOR EMPANELMENT OF CATTLE FEED RAW MATERIAL SUPPLIERS

Applications on RCDF prescribed registration form are invited on www.eproc.rajasthan.gov.in website only by Rajasthan Co-Operative Dairy Federation Ltd., Jaipur from bonafide manufacturers/ dealers/suppliers, for empanelment/ registration of bidders, for supply of Cattle Feed Raw Materials (**Tender ID no. 2025_RCDF_457439_1**) and (**UBN No.**). The last date of submission of duly filled up form alongwith documents and BC/DD/BG/e-BG is upto 5.00 PM of **30.04.2025** Details of Registration form, Bidding Document can be downloaded from www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in or RCDF website www.sarasmilkfed.rajasthan.gov.in. BC/DD/BG/e-BG for form fee, processing fees and bid security are required to be submitted in physical form only.

(K.C. Meena)
General Manager (Pur)

Copy to:-

1. Financial Advisor, RCDF, Jaipur.
2. General Manager (FO&AH), RCDF, Jaipur.
3. General Manager (P&A), RCDF, Jaipur - Please arrange to get the above NIT published in one All India level daily English newspaper with wide circulation and One State level leading daily newspaper having circulation of minimum fifty thousand copies and above. Kindly send the published copy of NIT to the undersigned.
4. Manager (Systems), RCDF, Jaipur –Please arrange to get the above NIT uploaded on the RCDF website alongwith the enclosed detailed NIT & tender forms and also arrange to publish the same with individual Tender ID on e-procurement website by 09.04.2025 upto 5.00 PM.
5. Dy. Manager (Systems), RCDF, Jaipur Nodal officer, State Public Procurement Portal – Please also arrange to get the above NIT/tenders uploaded on the State Public Procurement Portal by 09.04.2025 upto 5.00 PM.
6. Manager (P&A), RCDF, Jaipur- Please arrange to display the copy of NIT on the Notice Board.
7. Managing Director/ Manager, All Milk Unions/ Cattle Feed Plants/ Units of RCDF – Please arrange to display the copy of NIT on the Notice Board of all offices of Milk Unions/Cattle Feed Plants/Units and may send a copy to prospective bidders.

General Manager (Pur)

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
 “SARAS SANKUL” J.L.N. MARG, JAIPUR – 302 017
 Phone No. 2702501-508/2710209 : E-mail: pur-rcdf-rj@nic.in, pur-rcdf@rajasthan.gov.in,
 Website of RCDF: www.sarasmilkfed.rajasthan.gov.in

No. RCDF/Pur/F.(cattle feed)/2025-26/

Dated: April, 2025

NOTICE INVITING BIDS FOR EMPANELMENT OF CATTLE FEED RAW MATERIAL SUPPLIERS

1. Applications are invited by Rajasthan Co-Operative Dairy Federation Ltd., Jaipur from bonafide manufacturers/ dealers/suppliers, for pre-qualification process for Supply of Cattle Feed Raw Materials vide **Tender ID no. 2025_RCDF_457439_1**, on regular basis from empanelled bidders/registered suppliers only. The procurement of subject matter shall be done by the procuring entity from the empanelled bidders/registered suppliers by method of limited bidding by request for proposal to all of them for financial bid.

Name & Address of the Procuring Entity	“Managing Director, Rajasthan Cooperative Dairy Federation Ltd., “SARAS SANKUL” J. L. N. MARG, JAIPUR – 302017. Ph. No. 2702501-08 : Direct: 0141-2710209 : Website: www.sarasmilkfed.rajasthan.gov.in E-Mail : pur-rcdf-rj@nic.in , pur-rcdf@rajasthan.gov.in
Subject matter of procurement	RCDF invites bids/applications from reputed manufacturers/suppliers who are dealing in cattle feed raw material items and are having the experience for supply of cattle feed raw materials/cattle feed. The applications/bids are for empanelment of bidders by pre-qualification process for a period of One (1) Year which can be further extended for a period of One (1) Year. The registration shall be made of those applicants who meet the minimum eligibility criteria as specified in this bidding document/ application form. The empanelled suppliers shall be entitled to participate in the financial bid for supply of cattle feed raw materials like DORB, Rice Bran, DOMC, Gwar Korma Maize, Barley Sound, Rice DDGS, Soyabean Meal, Wheat Bran and Molasses etc. as mentioned in this form.
Bid Procedure	Two-Part – In first Part empanelment of bidders shall be done based on minimum eligibility criteria. In second part, from time to time financial offers shall be invited from the registered/empanelled bidders only.
Bid Evaluation Criteria (Selection Method)	The empanelment of bidders with RCDF shall be done of all the suppliers/firms who are found fulfilling/ qualifying all the qualification and other terms and conditions as stated in the prescribed application form / bid documents after detailed scrutiny of the proposals submitted by them.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: www.eproc.rajasthan.gov.in , www.sarasmilkfed.rajasthan.gov.in and http://sppp.rajasthan.gov.in . Non-refundable tender processing fee of Rs. 2500/- (Rs. Two thousand five hundred only) , in the form of demand draft in favour of MD, RISL payable at Jaipur, plus Non-refundable Bid document cost/application form fee of Rs.2360/- (Two thousand three hundred sixty Only) inclusive of GST (Rs.2000 application form fees plus 18% GST) payable through DD only, in favour of MD, RCDF Ltd., Jaipur and empanelment bid security of Rs. 10,00,000/- (Rs. Ten lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-

	<p>operative Dairy Federation Ltd. payable at Jaipur. The bidder shall upload scan copy DD on e-procurement website and physically submit in the office of RCDF before scheduled time & date of opening of bid, specified in the bid documents. The demand draft number is to be mentioned in the appropriate columns of bidding Tech form. However their details and scanned copies are also to be uploaded on the www.eproc.rajasthan.gov.in website.</p> <p>Bidders who wish to participate in the Molasses Tenders either exclusively for Molasses or combinedly alongwith other items like DORB, Rice Bran, DOMC, Gwar Korma, Maize, Barley Sound etc. has to deposit bid security of Rs.14,00,000/- (Rs. Fourteen lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur.</p> <p>The bid security will be adjusted against the performance security for the registered/empaneled bidders.</p> <p>During course of empanelled period, if any empanelled supplier is willing to participate in the bid process of Molasses then, before participating in bid process, concerned supplier will have to deposit Rs. 4.00 lacs additional security which is acceptable in form of DD only.</p> <p>The banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) should be issued by the scheduled Bank. The validity period for bank guarantee or electronic bank guarantee (e-BG) shall be for 30 months from the last date of submission of application form/bid document i.e. upto 31.10.2027.</p> <p>Above mentioned original instruments of tender processing fee, tender document fee and bid security as detailed above are to be scanned and uploaded on www.eproc.rajasthan.gov.in website and thereafter shall be submitted personally or dropped in the Bid Box or deposited in the office of General Manager (Purchase), RCDF, Saras Sankul, JLN Marg, Jaipur-302017 before scheduled Time and date of opening of Bid i.e. 01.05.2025 at 2.30 PM, failing which the bid shall be rejected. On the body of envelope containing the Bank Drafts and bank guarantee or electronic bank guarantee (e-BG), Tender ID Number should be mentioned clearly.</p>
Pre bid conference	<p>Upto 11.30 AM of 16.04.2025</p> <p>Clarification end date upto 03.00 PM on 17.04.2025</p>
Last date and time upto which Bids can be submitted/ uploaded on e-procurement website	Upto 5.00 PM of 30.04.2025
Time and date of opening of Technical Bid	2.30 PM of 01.05.2025

2. The complete bidding document including the conditions of contract, evaluation and qualification criteria, bidding forms, procedure of bidding etc. can be seen and downloaded from the website of www.eproc.rajasthan.gov.in, State Public Procurement Portal, <http://sppp.rajasthan.gov.in> and RCDF website www.sarasmilkfed.rajasthan.gov.in. The price of bidding document, bid security, the scan copy of these documents alongwith signed document of the bid must be uploaded on www.eproc.rajasthan.gov.in.
3. The original Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the bid box or by post in sealed envelopes deposited in the office of Rajasthan Co-operative Dairy Federation Limited, Jaipur upto last time and date of bid submission, failing which the bid shall be rejected. **Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee number is to be filled in appropriate columns.**
4. Rajasthan Co-operative Dairy Federation Limited is not bound to accept the successful bid and may reject any or all bids without assigning any reason thereof.
5. Bidders shall have to submit self-attested photocopies of all the relevant documents, submitted by them in the bid viz GST registration and the Permanent Account Number (PAN) of Income Tax etc., **as may be prescribed in the application form.**
6. **The NIB is only for empanelment of bidders.**
7. Information of registration/empanelment shall be communicated to all participating bidders on the website www.eproc.rajasthan.gov.in, <http://sppp.rajasthan.gov.in> and www.sarasmilkfed.rajasthan.gov.in. Please note that individual bidder will be intimated through their E-Mail address.
8. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Note : If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following any query or any other information, the same will also be uploaded on the Federation website www.eproc.rajasthan.gov.in, www.sarasmilkfed.rajasthan.gov.in and SPP Portal <http://sppp.rajasthan.gov.in>. It will not be intimated to individual bidder. In case any inconvenience is felt, please contact over telephone number i.e. 0141-2702501-08, 0141-2710209 or queries may be e-mailed on address pur-rcdf-rj@nic.in, pur-rcdf@rajasthan.gov.in upto 11.30 AM on **16.04.2025**

General Manager (Purchase)

(To be submitted on letter head of bidder)

BID SUBMISSION LETTER

(Declaration Form cum Check List)

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

Subject:- Regarding bid submission for NIB.....

I/We..... (*Name, Designation and Address of Bidder*)..... having our office at..... (*Address of bidder*)..... do declare that I/We have read all the Terms & Conditions of the bid document floated by M.D., Rajasthan Co-operative Dairy Federation Limited, Jaipur, Rajasthan for empanelment as a supplier, for supply of cattle feed raw materials and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this empanelment bid in the capacity of(*Manufacturer/Dealer/Supplier*)..... I/We enclose valid Manufacturing license for Manufacturer/Registration of SSI Unit. Declaration enclosed.

I/We enclose the following documents as per details given below: -

S. No.	Item	Particular (Yes/No) or Page No.
1	Cost of bidding documents, Bid security, (BC/DD/BG/e-BG) physically being submitted as per bid data sheet.	
2	Bid Submission Letter in Pursuance and Acceptance of RCDF prescribed terms & conditions (Tech-1)	
3	Declaration by bidder regarding empanelled supplier of cattle feed raw materials with RCDF (Tech-2)	
4	Bidders Organisation Details (Tech-2)	
5	Bidder's Details (Tech-3) Bidders legal entity, copy of valid registration certificates. Cumulative turnover for last two financial years (as specified in the RCDF prescribed application form), CA certificate with registration number, seal and UDIN number of C.A. To be submitted in (Tech-3(i)) GST registration certificate. PAN Number Cancelled cheque of Bank Account given for RTGS details. All documents scanned and uploaded as per numbering.	
6	Declaration regarding Manufacturer/Dealer/Supplier/Trader (Tech-3(ii))	
7	Declaration by the bidder in compliance of Section 7 & 11 of the Act (Tech-4)	
8	Bidders Authorization Certificate (Tech-5), if applicable	
9	Form of Bid Securing Declaration (Tech-6)	
8	Registration Money in form of Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee etc.	
9	Corrigendum/modification/clarification uploaded with bid document	

Date

Name and Signature of Bidder with seal

Note: Please mention page number and sign before submitting the bid.

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA)/Board Resolution from the competent authority of the respective Bidding firm / company.
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any Bid, proposal or quotation
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RCDF Ltd., Jaipur in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Day	A calendar day as per GoR/ GoI.
RCDF	Rajasthan Co-Operative Dairy Federation Ltd., Jaipur
Empanelment Period	The Empanelment shall remain valid for one year from the date of issuance of Empanelment Letter which can be further extended for a period of one year.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
NIB	Notice Inviting Bid (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes request for proposal)
INR	Indian Rupee

BIS	Bureau of Indian Standards
IS	Indian Standards
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
PS	Performance Security
Purchaser/ Bidding Authority/ Procuring Entity	Person or entity that is a recipient of a goods, a seller (bidder) under a purchase order or contract of sale. Also called buyer, RCDF in this bidding document.
GST	Goods and Service Tax
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
E-Procurement Portal	www.eproc.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
GSTIN	Goods & Service Tax Indication Number
PO	Purchase Order

OBJECTIVE OF EMPANELMENT OF BIDDERS

FOR SUPPLY OF RAW MATERIALS FOR CATTLE FEED TO CATTLE FEED PLANTS OF RCDF/MILK UNIONS LOCATED AT VARIOUS PLACES OF RAJASTHAN LIKE AJMER, BIKANER, JODHPUR, KALADERA (DISTT. JAIPUR), LAMBIYAKALAN (DISTT. BHILWARA), NADBAI (DISTT. BHARATPUR) AND PALI AND ANY WHERE IN RAJASTHAN.

The Managing Director, RCDF will prepare a panel of bidders for procurement of Cattle Feed Raw Materials which is required frequently to various cattle feed plants at their respective sites. The list of empanelled bidders/suppliers shall be valid for a period of one year which may further be extended for another one year.

The empanelled bidders/suppliers can only participate in the financial bid held at periodical intervals, every fortnightly/monthly or as per requirement, for supply of raw materials to various cattle feed plants of RCDF/Milk Unions.

The financial bid for various raw materials for each plant at aforesaid period shall be invited from the empanelled bidders. The invitation proposal of financial bid shall be published on the State Public Procurement Portal, e-Procurement Portal and proposal shall also be sent to empanelled bidders/suppliers through email. The financial bid will be invited from empanelled suppliers/bidders only through e-Procurement i.e. eproc.rajasthan.gov.in. The lowest bid rates and quantities offered thereto as announced at the time of bid opening are deemed to be contractual rates for supply of raw materials to those plants, irrespective of whether the party deputed its representative to the bid opening or not. The common supply order issued by RCDF Hq. showing rates and quantities of each material approved for each Plant is deemed to have been placed by respective Cattle Feed Plants as per rate and quantity mentioned for each. Common order is issued from RCDF to save on time which is merely a physical activity carried on, on behalf of the Cattle Feed Plants. Therefore, contractual obligations herein contained are suo-motto created between the successful bidder(s) and the respective Cattle Feed Plant right from the time of bidding for rates till execution of supply contract.

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 bidders, 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 **L1** bidder, whose bid is accepted. Counter offer to first lowest bidder (L1), in the order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

SECTION-I

Instruction to Bidders (ITB)

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

S. No.	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	Bid/application form <ul style="list-style-type: none"> a) The Bid/Bid / Application Form shall be commenced from the date of publication of Notice Inviting Bid/Bid for empanelment shall be placed on the e-Procurement Portal, RCDF website & State Public Procurement Portal. The prospective bidder shall download the bidding document from the website. b) Go through the terms and conditions, other documents carefully and meticulously. c) It is expected from all bidders that they will ensure that documents to be used in bid set will be given to a reliable person only, and that only a fully reliable person shall be authorized for DSC. So that the confidentiality of your bid/ rates is maintained up to bid opening & that your documents are not put to any misuse.
		1.1.3	“Bidder/Tenderer” means a person or any entity who submits a Bid/Tender who may be selected to provide the Goods to Rajasthan Cooperative Dairy Federation Ltd., Jaipur under the contract.
		1.1.4	“Bidding Document means this entire document consisting of Notice Inviting Bids and I to VII Sections made available to the Bidders by Rajasthan Cooperative Dairy Federation Ltd., Jaipur for selection of the successful Bidder/Tenderer.
		1.1.5	'Completion' Means the fulfilment of the supplies and Related Services by the supplier in accordance with the terms and conditions set forth in the contract.
		1.1.6	“Contract” means the Contract which shall be signed by Rajasthan Cooperative Dairy Federation Ltd., Jaipur with the selected successful Bidder/Tenderer and all its attached documents and the appendices.

		1.1.7	"Contract Documents" Means the documents listed in the Agreement, including any amendments thereto.
		1.1.8	"Contract Price/Rate" Means the price payable to the supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the contract/Statutory deductions.
		1.1.9	"Client/ Rajasthan Cooperative Dairy Federation Ltd., Jaipur" means the self-governed society formed by Government of Rajasthan and registered under the Rajasthan Cooperative Societies Act, 1965. The selected Bidder/Tenderer will sign the Contract with Rajasthan Cooperative Dairy Federation Ltd., Jaipur for the procurement of Goods.
		1.1.10	"Consignee" Means the receiver of the stores as mentioned in supply order.
		1.1.11	"Day" means a calendar day.
		1.1.12	"Delivery" Means the transfer of the goods from the supplier to the Procuring Entity in accordance with the terms and conditions set forth in the contract.
		1.1.13	"Government/ GOR" means the Government of Rajasthan.
		1.1.14	"GCC" Means the General Conditions of rate Contract and "SCC" Means the Special Conditions of rate Contract".
		1.1.15	"Managing Director, Rajasthan Cooperative Dairy Federation Ltd., Jaipur" means the executive head of Rajasthan Cooperative Dairy Federation Ltd., Jaipur.
		1.1.16	"Instructions to Bidders (ITB)", "Bid Data Sheet (BDS)" are the documents which provide the Bidders/Tenderer with information needed to prepare their Bids. In case of any variation in the same, the Bid Data Sheet will prevail.
		1.1.17	"LOI/ LOA" means the Letter of Intent/ Acceptance which will be sent by Rajasthan Cooperative Dairy Federation Ltd., Jaipur to the selected successful Bidder/Tenderer.
		1.1.18	"Personnel" means professionals and support staff which will be working for the Bidder/Tenderer to perform the Goods.
		1.1.19	"Procuring Entity" Means the Entity purchasing the Goods and Related Services, M.D., RCDF or as specified in the SCC.
		1.1.20	"Bid/Proposal" means the Technical Bid/Proposal and the Financial Bid/Proposal submitted by the Bidder/Tenderer.
		1.1.21	"Rules" means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.22	"Supplier" Means the natural person, private or government entity, or a combination of the above, whose Bid to perform the contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assignees of the supplier.

		1.1.23	“Goods” means the tasks to be performed by the selected Bidder/Tenderer within the Contract period.
		1.1.24	Terms not defined here shall have the same meaning as given to them in the Act.
2.1	Scope of Bid	2.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), (The Procuring entity) Rajasthan Co-operative Dairy Federation Limited, Jaipur issues this Bidding Document for the supply of Goods/ equipment and Related Services incidental there to as specified in Schedule of Supply.
		2.1.2	Throughout this Bidding Document: <ul style="list-style-type: none"> i. The term “in writing” means communicated in written form through letter/fax/e-mail etc. with proof of dispatch; ii. If the context so requires, singular means plural and vice versa; and iii. “Day” means calendar day.
2.2	Source of Funds	2.2.1	The expenditure for procurement of Goods/ equipment and Related Services will be met by the provisions/ resources of Rajasthan Co-operative Dairy Federation Limited, Jaipur (Procuring Entity)/its CFPs/Milk Unions.
2.3	Code of Integrity	2.3.1	Any person participating in the procurement process shall – <ul style="list-style-type: none"> (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour 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 any 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	2.3.2	<p>A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> a. Have controlling partner(s)/shareholder(s) 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 this 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 this bidding process; or e. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Related Services that are the subject of the Bid; or 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.
			<p>ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in the Bidding Forms.</p>
	Breach of Code of Integrity by the Bidder:	2.3.3	<p>Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.</p>
2.4	Eligible Bidders	2.4.1	<p>As specified in the Act and Rajasthan Transparency in Public Procurement Rules.</p>

		2.4.2	No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.
		2.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		2.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - a) any Procuring Entity, if debarred by the State Government; and b) a Procuring Entity if debarred by such procuring Entity.
3. Contents of Bidding Document			
3.1	Sections of the Bidding Document	3.1.1	The Bidding Document consists of Sections indicated below, and should be read in conjunction with any Addenda issued there to: Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Pre - qualification and Evaluation Criteria Section IV. Schedule of Supply Section V. Technical Specification and Inspection & Test Section VI. Bidding Forms Section VII (A). General Conditions of Contract (GCC) Section VII (B). Special Conditions of Contract (SCC) Section VIII. Contract Forms and Performance Security The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.
		3.1.2	i. The Bidding Document shall be placed on the website of www.eproc.rajasthan.gov.in , State Public Procurement Portal www.sppp.rajasthan.gov.in and the departmental website www.sarasmilkfed.rajasthan.gov.in . The prospective Bidders shall be permitted to download the Bidding Document from the website and uploaded, as per procedure laid down in the bidding document.
		3.1.3	The Procuring Entity is not responsible for the completeness of the bidding document and its addenda, if they were not downloaded correctly from the www.eproc.rajasthan.gov.in , Procuring Entity's website/ State Public Procurement Portal.
		3.1.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
3.2	Clarification of Bidding	3.2.1	<i>The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of</i>

	Document and Conference for Clarification		the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the document. The Procuring Entity will respond request for clarification in conference/meeting. If modification considered necessary, it shall be placed on the websites of e-Procurement and State Public Procurement Portal and shall be deemed as amendment of Bidding Document.
		3.2.2	The Bidder or his authorized representative is invited to attend the Conference for clarification. The purpose of the Conference for clarification will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		3.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Conference for clarification.
		3.2.4	The response of the Conference for clarification will be placed on the e-Procurement and State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the above said Conference shall be made by the Procuring Entity exclusively through the issue of an addendum/corrigendum (<i>part of Bidding Document</i>).
		3.2.5	Non-attendance at the Conference for clarification will not be a cause for disqualification of a Bidder.
3.3	Amendment of Bidding Document	3.3.1	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing through above said portals. It shall also be uploaded on the website of www.eproc.rajasthan.gov.in and State Public Procurement Portal for prospective bidders to download.
		3.3.2	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.
		3.3.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation by uploading it on the website of e-Procurement and State Public Procurement Portal and other portals.

4. Preparation of Bids			
4.1	Cost of Bidding	4.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4.2	Language of Bid	4.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language English and Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the English & Hindi languages.
4.3	Documents Comprising the Bid	4.3.1	The Bid shall comprise of two part/envelopes, one containing the Technical Bid for empanelment and the other the Financial or Price Bid at frequent intervals. Further technical bid and the financial bid shall contain documents as per Bid Data Sheet.
4.4	Bid Submission Sheets and Price Schedules	4.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
		4.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms provided in Bidding Forms.
4.5	Alternative Bids	4.5.1	Alternative Bids shall not be considered.
4.6	Currencies of Bid.	4.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
4.7	Documents Establishing the Eligibility of the Bidder	4.7.1	To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.
4.8	Documents Establishing the Eligibility of the Goods and Related Services	4.8.1	To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid shall be submitted at the time of financial bid and bidder will use the prescribed forms included in Bidding Forms.

4.9	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document	4.9.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (<i>specifications, designs and drawings and conformance to BIS or other acceptable codes</i>) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply and any amendment thereof issued in accordance with Amendment of Bidding Document.
4.10	Documents Establishing the Qualifications of the Bidder	4.10.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.
4.11	Period of Validity of Bids	4.11.1	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
		4.11.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security/Registration Money/Performance Security shall also be extended for a corresponding period. A Bidder granting the request shall not be required or permitted to modify its Bid.
4.12	Bid Security/Registration Money	4.12.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security/Registration Money in original form and in the amount and currency specified in the BDS.
		4.12.2	Bid Security/Registration Money shall be as specified in the Bid Data Sheet.
		4.12.3	The Bid Security/Registration Money may be given in the form of Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee , in specified format, of a Scheduled Bank in India.
		4.12.4	In lieu of Bid Security/Registration Money, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Bidding Forms.
		4.12.5	Bid Security/Registration Money instrument or cash receipt of Bid Security/Registration Money or a Bid securing declaration shall necessarily accompany the Bid/Application form for registration, as prescribed. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be

			liable to be rejected.
		4.12.6	Bid Security/Registration Money of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
		4.12.7	The issuer of the Bid Security/Registration Money and the confirmer, if any, of the Bid Security/Registration Money, as well as the form and terms of the Bid Security/Registration Money, must be acceptable to the bidder.
		4.12.8	Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security/Registration Money or of a proposed confirmer, if different than as specified. The Procuring Entity shall respond promptly to such a request.
		4.12.9	The <i>Bank Guarantee or Electronic Bank Guarantee</i> presented as Bid Security/Registration Money shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security/Registration Money on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		4.12.10	The Bid Security/Registration Money of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security etc. by the successful Bidder.
		4.12.11	<p>The Bid Security/Registration Money taken from a Bidder shall be forfeited in the following cases, namely:-</p> <ol style="list-style-type: none"> 1. when the Bidder withdraws or modifies his Bid after opening of Bids; or 2. when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or 3. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or 4. when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or 5. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or 6. if the Bidder does not accept the correction of its Bid

			Price pursuant to Correction of Arithmetical Errors.
		4.12.12	In case of the successful Bidder, the amount of Bid Security/ Registration Money may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security/ Performance Security.
4.13	Format and Signing of Bid	4.13.1	The Bidder shall submit the documents duly signed, stamped, name of the signing person, designation/capacity like partner, manager, director etc. are to be clearly mentioned.
5. Submission and Opening of Bids			
5.1	Sealing and Marking of Bids	5.1.1	Bidders shall submit their Registration Form electronically as specified on the E-Procurement/SPP Portal/RCDF website. Financial bid shall only be invited and submitted on e-procurement website www.eproc.rajasthan.gov.in .
5.2	Deadline for Submission of Bids	5.2.1	Registration Form shall be submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof. Financial bid shall only be invited and submitted on e-procurement website www.eproc.rajasthan.gov.in .
5.3	Late Bids	5.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids.
5.4	Withdrawal, Substitution and Modification of Bids	5.4.1	Withdrawal, substitution and modification of bids shall be as given on the E-Procurement /SPP Portal/RCDF website and e-mail of RCDF pur-rcdf-rj@nic.in , pur-rcdf@rajasthan.gov.in .
5.5	Bid Opening	5.5.1	Bid opening shall be as given on the www.eproc.rajasthan.gov.in , SPP Portal or RCDF website.
6. Evaluation and Comparison of Bids			
6.1	Confidentiality	6.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		6.1.2	Any attempt by a Bidder to influence the <i>Procuring Entity</i> in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the <i>Procuring Entity under the Act and the Rules</i> .
		6.1.3	Notwithstanding Confidentiality clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related

			to the Bidding process, it should do so in writing.
		6.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
6.2	Clarification of Technical or Financial Bids	6.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Purchase Committee/Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		6.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		6.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		6.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
6.3	Deviations, Reservations and Omissions in Technical or Financial Bids	6.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: <ul style="list-style-type: none"> i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
6.4	Nonmaterial Nonconformities in Technical or Financial Bids	6.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (<i>with recorded reasons</i>) in the Bid that do not constitute a material deviation, reservation or omission.
		6.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of

			the Bidder to comply with the request may result in the rejection of its Bid.
6.5	Correction of Arithmetical Errors in Financial Bid	6.5.1	<p>Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
		6.5.2	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its bid Security shall be forfeited or its Bid Securing Declaration shall be executed.
6.6	Preliminary Examination of Technical or Financial Bids	6.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Documents Comprising the Bid have been provided.
6.7	Responsiveness of Technical or Financial Bids	6.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.
6.8	Examination of Terms and Conditions of the Technical or Financial Bids	6.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation.
6.9	Evaluation of Qualification of Bidders in Technical Bids	6.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. Factors not included in Qualification and Evaluation Criteria shall not be used in the

			evaluation of the Bidder's qualification.
6.10	Price and/ or Purchase Preference	6.10.1	Price and/ or Purchase Preference, if applicable, shall be given in accordance with the Purchase of stores (Preference to Industries of Rajasthan) Rules 1995 of State Government notified / prevalent at the time of issue of NIB. S.O. 165 R-33
6.11	Evaluation of Financial Bids	6.11.1	The Procuring Entity shall evaluate Financial Bid of empanelled bidder only.
		6.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria. No other criteria or methodology shall be permitted.
		6.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> i. the Bid Price quoted in the Financial Bid submitted in .XLS Sheet on e-procurement website www.eproc.rajasthan.gov.in; ii. price adjustment for correction of arithmetical errors; iii. price adjustment due to discounts offered, if permitted; iv. price and/ or purchase preference in accordance with relevant clause/rules; v. price adjustment due to application of all the evaluation criteria specified in Qualification and Evaluation Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified.
		6.11.4	i. Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
6.12	Comparison of Bids	6.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the qualified bid, in accordance with Evaluation of Technical/ Financial Bids.
6.13	Post qualification of the Bidder	6.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
6.14	Negotiations	6.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the conference for clarification stage. All clarifications

			needed to be sought shall be sought in the conference for clarification stage itself.
		6.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- <ul style="list-style-type: none"> i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		6.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		6.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of one day shall be given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		6.14.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		6.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		6.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
6.15	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	6.15.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
7. Award of Contract			
7.1	Procuring Entity's Right to Vary Quantities	7.1.1	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions

			of Contract.
		7.1.2	Order for additional quantity may be placed on the rate and condition given in the contract. The value of the additional quantities may be upto 50% of the value of goods of the original contract at the rates and conditions given in the Contract. The delivery period of goods may be proportionately increased.
7.2	Dividing quantities among more than one Bidder at the time of award	7.2.1	As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
7.3	Acceptance of the successful Bid and award of contract	7.3.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee/PC and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		7.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		7.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		7.3.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		7.3.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		7.3.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent

			is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.
7.4	Signing of Contract	7.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract. Once, the agreement is signed and submitted to the RCDF by the selected empanelled bidder, it will be treated as a validly executed contract for the entire empanelment period including the extended period for all the purchase orders/RALs issued by RCDF and its CFPs.
		7.4.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security/Registration Money or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity may extend period or shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		7.4.3	The Bid Security/Registration Money and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security/Registration Money is obtained.
7.5	Performance Security	7.5.1	Performance Security/Registration Security Money shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.
		7.5.2	The empanelment bid security of Rs. 10,00,000/- (Rs. Ten lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur. The bidder shall upload scan copy DD on e-procurement website and physically submit in the office of RCDF before scheduled time & date of opening of bid, specified in the bid documents. The demand draft number is to be mentioned in the appropriate columns of bidding Tech form.

			<p>Bidders who wish to participate in the Molasses Tenders either exclusively for Molasses or combinedly alongwith other items like DORB, Rice Bran, DOMC, Gwar Korma, Maize, Barley Sound etc. has to deposit bid security of Rs.14,00,000/- (Rs. Fourteen lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur.</p> <p>The bid security will be adjusted against the performance security for the registered/empaneled bidders.</p> <p>During course of empanelled period, if any empanelled supplier is willing to participate in the bid process of Molasses then, before participating in bid process, concerned supplier will have to deposit Rs. 4.00 lacs additional security which is acceptable in form of DD only.</p>
		7.5.3	<p>Performance Security/Registration Security Money shall be furnished in the form of <i>Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee etc..</i></p>
		7.5.4	<p>Performance Security/ Registration Security Money furnished in the form of <i>Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee etc. Bank Guarantee or Electronic Bank Guarantee</i> shall remain valid for a period of 30 months i.e. upto 31.10.2027.</p>
		7.5.5	<p>Failure of the successful Bidder to submit the above-mentioned Performance Security/ Registration Security Money or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security/ Registration Money. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.</p>
		7.5.6	<p>Forfeiture of Performance Security/ Registration Security Money: The amount of Performance Security/ Registration Security Money in full or part may be forfeited in the following cases :-</p> <ul style="list-style-type: none"> i. when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/ placement of supply order; or

			<p>ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</p> <p>iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or</p> <p>iv. when any terms and conditions of the contract is breached; or</p> <p>v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or</p> <p>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security/ Registration Security Money. The decision of the Procuring Entity in this regard shall be final.</p>
8. Grievance Handling Procedure during Procurement Process (Appeals)			
8.1	Grievance Redressal	8.1.1	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure- I of ITB to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First Appellate Authority:- Chairman/ Administrator, Rajasthan Cooperative Dairy Federation Ltd. Jaipur.</p> <p>Second Appellate Authority:- The Secretary/Principal Secretary/ Additional Chief Secretary, Department of Gopalan, Government of Rajasthan, Jaipur.</p>
8.2	Filing an appeal	8.2.1	<p>If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.</p>
		8.2.2	<p>Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by</p>

			a Bidder who has participated in procurement proceedings.
		8.2.3	Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.
8.3	Appeal not to lie in certain cases	8.3.1	<p>No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-</p> <ul style="list-style-type: none"> 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.
8.4	Form of Appeal	8.4.1	<p>An appeal shall be in the Annexure-I Form along with as many copies as there are respondents in the appeal. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.</p> <p>Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.</p>
8.5	Fee for filing appeal	8.5.1	<p>A. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.</p> <p>B. The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.</p>
8.6	Procedure for disposal of appeals	8.6.1	1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
		8.6.2	<p>2. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall –</p> <ul style="list-style-type: none"> i. Hear all the parties to appeal present before him; and

			<p>ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.</p> <p>3. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.</p> <p>4. The order passed under sub-clause above shall be placed on the www.eproc.rajasthan.gov.in and State Public Procurement Portal.</p>
8.8	Stay of procurement proceedings	8.8.1	While hearing of an appeal, the officer or authority hearing the appeal may, on an Bid / Application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
8.9	Vexatious Appeals & Complaints	8.9.1	Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012”, with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other applicant, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
8.10	Offenses by Firms/ Companies	8.10.1	<p>Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:</p> <p>Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.</p> <p>Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and</p>

			<p>punished accordingly.</p> <p>For the purpose of this section-</p> <p>"company" means a body corporate and includes a limited liability, partnership firm, registered society or co-operative society, trust or other association of individuals; and</p> <p>"director" in relation to a limited liability partnership or firm, means a partner in the firm.</p> <p>Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.</p>
9.1	Debarment from Bid / Application	9.1.1	<p>A. A applicant shall be debarred by the State Government if he has been convicted of an offence</p> <ol style="list-style-type: none"> i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. <p>B. A applicant debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.</p> <p>C. If a procuring entity finds that a applicant has breached the code of integrity prescribed in terms of “Code of Integrity for applicants” above, it may debar the applicant for a period not exceeding three years.</p> <p>D. Where the entire Processing Fee or the entire performance security or any substitute thereof, as the case may be, of a applicant has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the applicant may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.</p> <p>The State Government or a procuring entity, as the case may be, shall not debar a applicant under this section unless such applicant has been given a reasonable opportunity of being heard.</p>

FORM-1 - MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

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

- a. <please specify>
- b. <please specify>
- c. <please specify>

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: <please specify>

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place

Date

Appellant's Signature

SECTION-II

BID DATA SHEET

BID DATA SHEET

1	The bid form/registration form is an application for empanelment of an applicant as a registered supplier for supply of cattle feed raw materials
1.1.1	The Procuring Entity :- Managing Director, Rajasthan Co-operative Dairy Federation Limited, Jaipur-17.
1.1.2	<p>MD, RCDF shall invite two part bid – in the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of cattle feed raw materials that is required frequently of such materials for Cattle Feed Plants at Ajmer, Bikaner, Jodhpur, Kaladera (Jaipur Milk Union), Lambiyakalan, Nadbai and Pali. The raw materials of cattle feed like DORB, Rice Bran, DOMC, Gwar Korma, Maize, Gwar Churi, Barley Sound, Rice DDGS, Soyabean Meal, Bajra, Wheat Sound, Rice Kanni, Molasses, Wheat Bran, Jawar Sound, De-Corticated Cotton Seed Cake De-Oiled, Soya DOC etc. and any other as per requirement.</p> <p>In the second part as per fortnightly/monthly/weekly requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid MD, RCDF or his representative shall award the contract/issue RAL/purchase order to the bidder whose offer has been determined to be the lowest.</p>
1.1.3	The bidders are required to note that purchase orders shall be released by the RCDF/Cattle Feed Plants within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate and terms & conditions.
2	Bidding Documents
2.1.1	The bidder shall be deemed to have carefully examined the specifications as given in the bidding document. If any clarification is required contact General Manager (Purchase), RCDF, Room No. 606, Floor No.6, Saras Sankul, JLN Marg, Jaipur-302017, Ph. No. 0141-2710209, E-mail: pur-rcdf-rj@nic.in , pur-rcdf@rajasthan.gov.in
2.2.1	Pre bid meeting will be convened on 11.30 AM of 16.04.2025.
3	Preparation of Bids
3.1.1	The language of the bid is English and uploading documentation in Hindi/English is permitted.
3.2.1	<p>Bid is required to be submitted in two parts: - In the first part bids are invited for empanelment of bidder by pre-qualification process for procurement of cattle feed raw material i.e. required frequently of such material for Cattle Feed Plants i.e. called as technical bid and</p> <p>In the second part as per fortnightly/monthly/weekly requirement, the financial bid shall be invited only from the empanelled bidders. After evaluation of financial bid MD, RCDF/ his representative shall award the contract to the bidder whose offer has been determined to be the lowest.</p>
3.3.1	Cost of bidding document/ cost of application is Rs.2360/- (Two thousand three hundred sixty Only) inclusive of GST (Rs.2000 application form fees plus 18% GST) and amount of empanelment (bid) security/Registration Money is Rs.10,00,000/- (Rs. Ten lacs only) in form of banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur on account of bidder with confirmation of issuing bank. Empanelment (bid) security/ Registration Money may be deposited in the following forms:

	<p>Applicant/bidder who wish to participate in the Molasses Tenders either exclusively for Molasses or combinedly alongwith other items like DORB, Rice Bran, DOMC, Gwar Korma Maize, Barley Sound, Rice DDGS, Soyabean Meal etc. has to deposit extra amount of Rs.4,00,000/- through Bank Draft in favour of MD, RCDF, Jaipur. Thus, in the case of bidder who wish to get registered for participation in tender of Molasses supply either exclusively or alongwith other items the total bid security amount shall be Rs.14,00,000/- in other case it will be Rs.10,00,000/-. Empaneled suppliers who have not earlier deposited security amount for Molasses, if wish to bid for Molasses would have to apply in writing in advance before the publishing of the fortnightly bid alongwith the deposition of the additional security amount of Rs.4,00,000/-.</p> <p>The <i>banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG)</i> should be issued by the scheduled Bank in India. The validity period for <i>Bank Guarantee or Electronic Bank Guarantee</i> shall be for 30 months from the last date of submission of bids i.e. upto 31.10.2027</p> <p>In addition tender processing fee of Rs. 2500/- (Rs. Two thousand five thousand only), in the form of demand draft in favour of MD, RISL payable at Jaipur is also to be submitted with empanelment bid.</p> <p>Further it may be noted that Bid processing fee through DD/ Banker's cheque of Rs. 2500/- (Rs. Two thousand five hundred only) (or as may be prescribed by the GOR/RISL) in favour of MD, RISL, Jaipur is required to be submitted every time whenever financial bid is invited from the empanelled bidder, prior to opening of the financial bid.</p> <p>The total registration money shall remain deposited with RCDF till the registration of applicant is continued with RCDF. This registration money shall be refundable subject to review of performance of the applicant/bidder. If the performance of bidder/registered empanelled supplier is not found satisfactory, the above said amount may be forfeited in full or part.</p> <p>Original instruments of tender processing fee, tender document fee and bid security as detailed above are to be scanned and uploaded on www.eproc.rajasthan.gov.in website and thereafter shall be submitted personally or dropped in the Bid Box or deposited in the office of General Manager (Purchase), RCDF, Saras Sankul, JLN Marg, Jaipur-302017 before scheduled Time and date of opening of Bid i.e. 01.05.2025 at 2.30 PM, failing which the bid shall be rejected. On the body of envelope containing the banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), Tender ID Number should be mentioned clearly.</p>
3.4.1	<p>The bidder shall submit with the its technical bid on www.eproc.rajasthan.gov.in website, the following documents:-</p> <ul style="list-style-type: none"> • Bid acceptance letter to be given on firm's letter head duly signed with seal in the format given at Tech-1 is to be scanned and uploaded/submitted. • Bidders organization details to be given on the firm's letter head duly signed with seal in the format given at Tech-2 is to be scanned and uploaded. • Bidders legal entity, copy of valid registration certificates, two years experience of trading/ business in agro commodity/products/bye products of agro commodity/cattle

	<p>feed raw materials/ molasses/cattle feed registration of such product under /Manufacturing License, Udyog Aadhar or other like document which may establish the experience of above mentioned items dealing, cumulative audited financial turnover, CA certificate with registration number/UDIN No. and seal, Mobile number, GST registration certificate, PAN Card Number, cancelled cheque of Bank Account given for RTGS details scanned & upload/submit in the format given at Tech-3, Tech-3(i) and Tech-3(ii).</p> <ul style="list-style-type: none"> • Declaration by the bidder in compliance of section 7 & 11 of the Act be given on the firm's letter head duly signed with seal in the format given at Tech-4 is to be scanned and uploaded/submitted. • Bidders Authorization Certificate to be given on the firm's letter head duly signed with seal in the format given at Tech-5 is to be scanned and uploaded/submitted. • If bid security/registration money is being given in the form of BC/DD/BG/e-BG to be submitted. • Bid Securing declaration given at Tech-6/to be submitted. • Upload scanned copy of requisite, applicable, appropriate licences if required. <p>Note:- Photocopies of all documents being submitted with the technical bid should be self-attested.</p>
3.5.1	In the second part as per fortnightly/monthly/weekly requirement, the financial bid shall be invited from amongst the empanelled bidders. The bidder shall submit the financial bid in the prescribed format in XLS. Sheet or amended from time to time on www.eproc.rajasthan.gov.in website.
3.6.1	Alternative bids are not permitted.
3.7.1	The terms of quoted price are F.O.R. Cattle Feed Plants/Milk Unions inclusive of all expenses and applicable GST and taxes.
3.7.2	F.O.R. rate for consignee Cattle Feed Plants/Milk Unions must be offered against the specified item as sought in the BOQ. Approval of rate will be for the item as a whole as specified in specifications. Change in the format of Financial bid by the bidder is not admissible.
3.7.3	The Goods & Service Tax and any other taxes as prevailing upto the last date of submission of bid must be included in the net F.O.R. Rate. These however should be shown separately in the invoice. In the event of any change in the GST/tax by the Government (State or Central), the same will be considered for increase/ decrease over the net F.O.R. rates.
3.8.1	The currency of bids is in Indian Rupees.
3.9.1	Bids shall remain valid for the prescribed period as is mentioned in the invitation for financial bid from the empanelled bidders.
3.10.1	The empanelment (bid) security/registration money shall be required in form of BC/DD/BG/e-BG or Bid Securing Declaration (as applicable).
4	Submission and opening of bids
4.1.1	The registration form shall be submitted electronically on the website of www.eproc.rajasthan.gov.in . The financial bid shall be submitted by the bidders on the website of www.eproc.rajasthan.gov.in .
4.2.1	Pre bid meeting will be conveyed on 16.04.2025 at 11.30 AM.
4.3.1	Clarification end date upto 03.00 PM of 17.04.2025.
4.4.1	The deadline of bid/application form submission is date 30.04.2025 and time 5.00 PM.

5	Evaluation and comparison of bids.
5.1.1	Bid evaluation and comparison shall be as per bid documents.
5.1.2	<p>Preliminary Examination of Bids</p> <p>The Bid / Application evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened Bid / Application form to assess the prima-facie responsiveness and ensure that the: -</p> <ol style="list-style-type: none"> Bid / Application has been submitted on e-mail of RCDF as per instructions provided in the Bid/ Application form; Bid / Application is accompanied by Bid/ Application form fee, empanelment (bid) security/ Registration money. Bid / Application is unconditional and the applicant has agreed to give the required performance security/registration money; and other conditions, as specified in the Bid / Application form are fulfilled.
5.1.3	<p>Determination of Responsiveness</p> <p>The Bid / Application evaluation committee shall determine the responsiveness of a bid / application on the basis of Bid/ Application form and the provisions of pre-qualification/ eligibility criteria of the Bid/ Application form.</p> <ol style="list-style-type: none"> A responsive Bid / Application is one that meets the requirements of the Bid/ Application form without any material deviation, reservation, or omission where: - <ol style="list-style-type: none"> “deviation” is a departure from the requirements specified in the Bid/ Application form; “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bid/ Application form; and “Omission” is the failure to submit part or all of the information or documentation required in the Bid/ Application form. A material deviation, reservation, or omission is one that, <p>if accepted, shall:-</p> <ol style="list-style-type: none"> if rectified, shall unfairly affect the competitive position of other applicants presenting responsive Bid / Application form. The Bid / Application evaluation committee shall examine the technical aspects of the Bid / Application in particular, to confirm that all requirements of Bid / Application form have been met without any material deviation, reservation or omission. The procuring entity shall regard an Bid / Application as responsive if it conforms to all requirements set out in the Bid / Application form, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bid / Application form, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid / Application.
5.1.4	<p>Technical Evaluation Criteria</p> <ol style="list-style-type: none"> The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of bids. It shall examine the bid as per the pre-qualification & documents submitted by the respective bidder. A bidder shall be considered to be eligible, if it meets the requirements of the eligibility criteria given in chapter titled “Eligibility Criteria”.

5.1.5	<p>Validity of the Empanelment</p> <p>This Empanelment shall remain valid for a period of One (1) year from the date of issue of empanelment letter / agreement with the empanelled firm. However, the tenure of empanelment may be extended further for another One (1) year based on the performance of the firm.</p>
5.1.6	<p>Information and publication of award</p> <p>Information of the empanelled applicants post evaluation and selection, shall be communicated to all participating applicants and published on the respective website(s) as specified in Notice Inviting Bid for Empanelment.</p>
6	Award of contract
6.1.1	<p>In the first part bid/applications for empanelment of bidder by pre-qualification process for procurement of cattle feed raw materials.</p> <p>In the second part as per fortnightly/monthly/weekly requirement, the financial bid shall be invited from amongst the empanelled bidders. After evaluation of financial bid MD, RCDF/his representative shall award the contract to the bidder whose offer has been determined to be the lowest.</p> <p>Quantity can be divided among more than one bidders at the price and conditions of the lowest evaluated bid.</p> <p>RCDF reserves the right to select one or more firms for supply of bid item(s) looking to the critical and vital nature, operational flexibility, consistent and regular supplies.</p>
6.2.1	<p>The performance security/registration money amount shall be Rs. 10,00,000/- (Rs. Ten lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur. The validity of Bank Draft/Banker's Cheque/Bank Guarantee or Electronic Bank Guarantee being deposited towards performance security/registration money shall be upto 30 months from the last date of submission of bids i.e. upto 31.10.2027. If contract is extended the validity of performance security/registration money shall be extended for one more year. In case of Molasses Bidders who wish to participate in the Molasses Tenders either exclusively for Molasses or combinedly alongwith other items like DORB, Rice Bran, DOMC, Gwar Korma, Maize, Barley Sound etc. has to deposit bid security of Rs.14,00,000/- (Rs. Fourteen lacs only) is to be deposited in form of a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur.</p>
7	Grievance handling procedure during Procurement Process
7.1.1	The Designation and complete Address of First Appellate Authority is Chairman/Administrator, RCDF, Jaipur.
7.2.1	(b) The Designation and complete Address of Second Appellate Authority is Secretary/Principal Secretary/Additional Chief Secretary, Gopalan Department, GOR, Secretariat, Jaipur.
8	Suppliers shall submit to MD, RCDF, Jaipur Supply Status and Contract Completion report as prescribed.

SECTION-III

PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) A bidder participating in the Empanelment Process shall possess the following minimum pre-qualification/ eligibility criteria.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>The bidder shall be a Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A company registered under Indian Companies Act, 2013 OR A partnership firm registered under Indian Partnership Act, 1932. OR A company registered under the Limited Liability Partnership (LLP), Act, 2008</p>	<p>Copy of valid Registration Certificates</p> <p>Copy of Certificates of incorporation TECH-3</p>
2	Experience	<p><i>Bidder (manufacturer/dealer /supplier/ trader) should have two years experience of trading/ business in cattle feed raw material or agro commodity or food grains/molasses/cattle feed.</i></p>	<p><i>The bidder must upload the following documents in Tech-3:-</i></p> <ol style="list-style-type: none"> <i>1. Valid registration of such product under GST should be at least two years old from the last date of submission of bid.</i> <i>2. Udyog Aadhar, manufacturing license and other license/certificates issued by Government authorities for manufacturing of cattle feed etc. TECH-3 (for bidders who are manufactures)</i> <i>3. Bidder will have to upload the supply orders and related invoice copies which shall be of cumulative amount of atleast Rs. 2.00 crore in any two financial years out of last four financial years of Food grains or items of cattle feed raw material.</i> <i>4. The bidder may upload the</i>

			<p><i>following documents (Not mandatory)</i></p> <ol style="list-style-type: none"> 1. <i>The copy of mandi license.</i> 2. <i>Copy of registration with other milk federation like Amul, RCDF etc. which may establish the experience for supply of cattle feed.</i>
3	Financial: Turnover	<p><i>The cumulative amount of Turnover for any two financial years out of last four financial years should not be less than Rs.2 crore. Financial years which shall be considered are 2020-21, 2021-22 2022-23 and 2023-24. The cumulative turnover of any two continuous years shall be considered.</i></p>	<p>Bidder must upload in TECH-3:-</p> <ol style="list-style-type: none"> 1. <i>CA Certificate with CA's Registration Number/ Seal/ Mob. No./UDIN Number etc. as required under TECH-3</i> 2. <i>Solvency certificate from Bank as required under TECH-3.</i>
4	Tax registration	<p><i>The bidder should have a registered number of</i></p> <ol style="list-style-type: none"> i. <i>GSTN</i> ii. <i>PAN number.</i> 	<p><i>The bidder should have a registered number of</i></p> <ol style="list-style-type: none"> i. <i>GSTN</i> ii. <i>PAN number.</i> <p>TECH-3</p>
5	Mandatory Undertaking	<p>Bidder should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>Comply with the code of integrity as specified in the bidding document as per in RTPP Act 2012 and Rules 2013.</p>	<p>A Self Certified letter as per TECH-4: Self-Declaration</p>

SECTION-IV

Schedule of Supply

SECTION-IV: SCHEDULE OF SUPPLY

Clause No.	Description
1	List of goods and Delivery :
1.1	Name of items as specified in schedule-IV(i)
2.	Delivery and completion schedule:
2.1.1	Supply order will be placed through registered post/e-mail/any communication medium by the federation/CFPs. The date of dispatch of letter or communication date will be treated as the date of order for calculating the period of execution of order. The successful bidder will execute the orders within a delivery period of 15 days or as specified in the purchase order/supply order.
2.1.2	Supplies are required to be made directly to the various Cattle Feed Plants of RCDF and affiliated Milk Unions within 15 days or as specified in purchase order from the date of dispatch of orders or as settled with the Bidders or as provided in letter of approval, for all the purchase orders being placed on the supplier.
2.1.3	The above period of execution will be counted from the date of dispatch of orders or as specified in the purchase order. Liquidated damages/penalties will be recovered for the days in excess of the period prescribed for supply. It will also be open to the Purchasing Officers to return the goods which are delivered later than the stipulated period and effect risk purchase in such cases or in case it is found that the goods received are not as per the prescribed specification.
2.1.4	The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent / Purchase order is posted and / or sent by email to the address of the bidder given in the bidding document.
2.2	Procuring entity's right to vary quantity:
2.2.1	The quantity of supply indicated in the bidding document may vary without any change in the prices and other terms and conditions of the bid and the conditions of contract.
2.2.2	If the RCDF procures less than the quantity indicated in the bidding documents the bidder shall not be entitled to make any claim or compensation except otherwise provided in the conditions of contract.
2.2.3	If the Bidder fails to supply the RCDF shall be free to arrange/procure the items and the extra cost incurred shall be recovered from the Supplier.
2.3	Submission of supply status and contract completion report:
2.3.1	A supply statement (Schedule-IV(ii)) shall be submitted to MD, RCDF and Manager, CFP by the 10th of each month. Every time the statement should contain details of all orders placed (financial year wise) under the contract by the contract holder.
2.3.2	Firms will have to submit consolidated statement (Schedule-IV(iii)) in duplicate at the end of rate contract/empanelment period to enable the RCDF and CFP to examine the case for early refund of performance security/registration security money.
2.3.3	The consignee/Milk Union/RCDF Units/CFPs shall intimate the contractor/supplier about the defect(s) at once in such a manner, so as to reach the office of the firm immediately and before completion of supply/contract period. It shall be the responsibility of the approved supplier to redress the complaint of defective goods or defective performance well within the contract period under intimation to MD, RCDF, Jaipur.

2.4	Packing & insurance:
2.4.1	The good will be delivered at the destination in perfect condition. The firm if so desires may insure valuable goods against loss by theft, destruction or damages by fire, flood, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the supplier and the federation shall not be required to pay any such charges, if incurred.
2.4.2	The supplier shall be responsible for the proper packing so as to avoid damages under normal conditions of transport by Rail or Road and delivery of material in good condition to the consignee's store. In the event of any loss or damage or any shortage the supplier shall be liable to make good such loss and shortage found at consignee's store. The supplier may keep its agent to verify any damage or loss discovered at the consignee's store, if it so likes.
2.4.3	<u>Material Packing: -</u> The supplier shall be responsible for the proper standard packing so as to avoid pilferage/damage under normal condition of transport/ storage/ unloading etc. otherwise the plants shall be free either to reject the supply or to accept the same at reduced rate determined per given rebate schedule impose and recover labour charges incurred at actuals.
2.5	Cattle Feed Plants :-
2.5.1	The RCDF procure goods for following consignee's store: - Cattle Feed Plant, Ajmer Cattle Feed Plant, Bikaner Cattle Feed Plant, Jodhpur Cattle Feed Plant, Kaladera (Jaipur) Cattle Feed Plant, Lambiyakalan Cattle Feed Plant, Nadbai (Bharatpur) Cattle Feed Plant, Pali Milk Union, Hanumangarh
2.6	Rejection of goods:
2.6.1	Goods not as per specification/ or not approved by consignee shall be rejected by the consignee/federation. The results of analysis of samples specially when there is a case of total rejection or short fall in quality shall ordinarily be communicated to the supplier from the plants by the 7 th day (or next working day in case holidays) after the receipt of goods at the plant. However supplier will have to live with the delay occurring on account of circumstances beyond the control of plant's management.
2.6.2	Goods rejected by consignee will have to be replaced by the supplier at its own cost within the delivery period.
2.6.3	If, however, supply of raw material to cattle feed is acceptable limit of requirement limit, due to exigencies of federation work/interest such replacement either in whole or in part is not considered feasible, such goods will be accepted at reduced rate as per technical specifications of schedule of supply.
2.6.4	The rejected item must be removed by the firm, within 10 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
2.6.5	No payment shall be made for rejected goods. The firm may be allowed to remove the material without prior replacement.

2.6.6	The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage in transit, the Bidder shall be responsible. No extra cost on such account shall be admissible.										
2.6.7	<p>(i) The act of supplying Rejection quality material may also call for penal actions. For this purpose the performance of various registered/ empaneled suppliers at each Plant shall be evaluated.</p> <p>(ii) The following table shall be considered of the quantity to be supplied in a particular purchase order is rejected due to quality, the supplier shall be barred from participation in next four tenders.</p> <table border="1"> <thead> <tr> <th>Supplied quantity range (in MT)</th><th>Rejection %</th></tr> </thead> <tbody> <tr> <td>Less than 200 MT</td><td>50%</td></tr> <tr> <td>200-500</td><td>40%</td></tr> <tr> <td>500-800</td><td>30%</td></tr> <tr> <td>More than 800</td><td>25%</td></tr> </tbody> </table> <p>Also, penalty of Rs. 10000/- per truck, of material which has been rejected, will be imposed.</p> <p>In case of supply of adulterated cattle feed raw material in any raw material tender. In that case, the supplier shall be debarred for participation in the next six raw material tender. The decision taken by MD, RCDF shall be final in recommendation of CQCL, RCDF Jaipur.</p>	Supplied quantity range (in MT)	Rejection %	Less than 200 MT	50%	200-500	40%	500-800	30%	More than 800	25%
Supplied quantity range (in MT)	Rejection %										
Less than 200 MT	50%										
200-500	40%										
500-800	30%										
More than 800	25%										
2.7	Dividing quantities among more than one bidder:										
2.7.1	As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, 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 first lowest bidder, whose bid is accepted.										
2.7.2	<p>The bidders are required to quote/to submit rate for minimum 50% of the required quantity of all cattle feed raw materials except Molasses. For Molasses bid is to be submitted for 100% of the required quantity.</p> <p>For this purpose in BOQ there is a column with the heading ‘Quantity Offered’ in which quantity being offered is to be mentioned. It may be noted that in case quantity is not mentioned in this column it shall be presumed that 100% quantity has been offered.</p> <p>However, bidders may offer quantity upto 100% of the estimated requirement. If, L1 bidder does not offer estimated requirement to the full extent then L2, L3, L4 etc. bidders in sequence shall be asked to match their rates with L1 rates. In this way parallel rate contract at L1 rates shall be executed.</p>										
2.8	Terms of payment:										
2.8.1	Ordinarily 95% payment of due/undisputed bill amount (after deducting 5% of the bill										

	value as stipulated in condition number 42) against the supplies made strictly according to given schedule and guaranteed specification, after testing/checking confirmation of the supplied material to laid down specifications, shall be released to the suppliers within 15 days after the receipt of consignments along with valid invoice/bill and subject to completion of all other formalities and similarly remaining undisputed payment shall be released within next 15 days (i.e. within a month's time of the receipt of consignments). Plant reserves the right to withhold due payments of suppliers in the event of further non supplies etc. to allow easy recovery of differential amount on account of likely risk purchases or short supply compensation etc.
2.8.2	Ordinarily payment will be released by RTGS / NEFT. Remittance charges on payments shall be to the account of the supplier.
2.8.3	Equivalent to 5% of the amount from each and every bill shall be deducted for additional performance security which shall be refunded at Plant level as per terms & conditions of empanelment form after satisfactory completion of every fortnightly/monthly/weekly supply contract which shall only be released within 15 days after expiry of fortnightly/monthly/weekly supply period at plant level after considering the performance and recovery of dues, penalties if any. Thus, the total security amount shall be 5% of the value of the goods. Also, plant reserves the right to withhold due payments of suppliers in the event of further non supplies etc. to allow easy recovery of differential amount on account of likely risk purchases or short supply compensation etc.
2.8.4	Any amount that still remains un-recovered at Plant level in lieu of penalties/compensation/quality deduction/ differential amount of risk purchases or on account of excess payment if made at any time etc. shall be recovered from Performance Security/registration security money with RCDF after receiving information from the Cattle Feed Plant concerned. The notice to such effect shall be issued to the Firm concerned by Cattle Feed Plant and the registered empanelled bidder/supplier shall immediately remit such amount to RCDF/CFP immediately failing which he shall stand debarred from future participation in the fortnight/monthly/weekly bids till the amount is not made good.
2.8.5	Direct or indirect canvassing on the part of Bidder/supplier or their representative at any stage will disqualify their Bid/registration. If at any stage, it is found that the bidder has deliberately concealed some facts or has furnished wrong/misleading information, the bidder shall be liable for debarment/cancellation of empanelment and other penal actions including forfeiture of Bid Security/ Performance Security/registration money.
2.9	Liquidated damages and risk purchase :
2.9.1	The time specified for delivery in the bid form or purchase order shall be deemed to be the essence of the contract and the successful bidder shall arrange to deliver the supplies within the delivery period after the placement of order by RCDF/CFP through email etc.
2.9.2	The supplies shall be made strictly as per given specifications and as per time schedule given under the purchase order/approval letter. In case of failure of the firm on these accounts, the RCDF/Manager, CFP with permission of MD, RCDF, shall be at liberty to purchase goods from alternate sources at the risk and cost of the such defaulter approved supplier without giving any notice and the supplier would be under obligation to make good the losses caused to the RCDF on such account. The RCDF/CFP shall be free to recover the loss caused from the sum payable to the supplier from any of the Cattle Feed Plants of RCDF/Milk Unions/ Bid Security/Performance Security available at RCDF under the same contract or any other contract or by any other recourse including the legal

	one to recover the loss so caused to it.																							
2.9.3	<p>For purpose of risk purchases, shortfalls shall be assessed by the cattle feed plants on weekly basis out of the total supply period, on the scheduled risk purchase Bid date & the Bid shall be conducted by Manager, CFP from empanelled bidders through www.eproc.rajasthan.gov.in website at the cattle feed plant level as per procedure. The quality parameters/specifications shall remain unchanged. In case risk purchase day is holiday, the Bid shall be conducted on the next working day. The order for the quantity to be finally risk purchased shall be placed after deduction of the receipts up till the issuance of risk purchase order date.</p> <p>Schedule of risk purchase and supply schedule of risk purchase quantity shall be as per exemplary/illustrative bid date as under:-</p> <table><tr><th>exemplary/ illustrative Bid date</th><th>Risk purchase Bid date</th><th>Risk purchase Bid finalization date</th><th>Supply period</th><th>Supply period with 2% Liquidity damage (LD) per day with a max. upto 10% LD</th></tr><tr><td rowspan="2">25th of month</td><td>8th of succeeding month</td><td>Up to 12th of succeeding month</td><td>Up to 5 days from the date of purchase order</td><td>Seven days after the expiry of scheduled supply period</td></tr><tr><td>16th of succeeding month</td><td>Up to 20th of succeeding month</td><td>Up to 5 days from the date of purchase order</td><td>Seven days after the expiry of scheduled supply period</td></tr><tr><td rowspan="2">10th of month</td><td>23rd of the month</td><td>Up to 27th of month</td><td>Up to 5 days from the date of purchase order</td><td>Seven days after the expiry of scheduled supply period</td></tr><tr><td>1st of succeeding month</td><td>Up to 5th of succeeding month</td><td>Up to 5 days from the date of purchase order</td><td>Seven days after the expiry of scheduled supply period</td></tr></table> <p>Intimation in respect of weekly risk purchase, if any, shall also be sent by the plant to the firm in whose account such purchases are booked. Once the risk purchases are effected in this way approved suppliers will have no right to compensate the short supplied quantities during the succeeding period. In case he does so plant will be free to return the consignment or accept the material and charge liquidity damages @ 2% per day with a maximum of 10% without losing the right to recover differential amount of risk purchase. Once the orders for risk purchase are placed on any registered firms, all terms and conditions of this Registration document (except for further provision of risk purchase) shall apply on them. <i>In case of default 20% compensation on short supply shall be recovered from them. The habitual defaulters may also be debarred from further participation in fortnightly/ monthly/weekly Bids or even black listed forever.</i></p>	exemplary/ illustrative Bid date	Risk purchase Bid date	Risk purchase Bid finalization date	Supply period	Supply period with 2% Liquidity damage (LD) per day with a max. upto 10% LD	25 th of month	8 th of succeeding month	Up to 12 th of succeeding month	Up to 5 days from the date of purchase order	Seven days after the expiry of scheduled supply period	16 th of succeeding month	Up to 20 th of succeeding month	Up to 5 days from the date of purchase order	Seven days after the expiry of scheduled supply period	10 th of month	23 rd of the month	Up to 27 th of month	Up to 5 days from the date of purchase order	Seven days after the expiry of scheduled supply period	1 st of succeeding month	Up to 5 th of succeeding month	Up to 5 days from the date of purchase order	Seven days after the expiry of scheduled supply period
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	1 st of succeeding month	Up to 5 th of succeeding month	Up to 5 days from the date of purchase order	Seven days after the expiry of scheduled supply period																				
2.9.4	In case if risk purchase is conducted, then only higher of the either amounts i.e. either the amount of risk purchase penalty or the amount of short supply penalty, on the quantity finally remaining short, shall be recovered from the defaulting supplier.																							
2.9.5	<p>For purpose of fortnightly bids:-</p> <p><i>Supply schedule would have to be adhered to. 60% of the total ordered quantity in the first week and 40% of the total ordered quantity in the second week.</i></p>																							

	<p><i>In case of failure, the liquidity damages shall be imposed @ 2% per day with a maximum up to 10% , in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.</i></p> <p><i>In case the approved quantity of any item is less than 100 MT, the delivery period of the item would be only 7 days instead of 15 days.</i></p> <p><i>In case the supplier fails to supply the complete accepted quantity continuously in two consecutive supplies, than the firm shall be debarred for taking participation in next two cattle feed raw material tenders</i></p> <p><i>In case of receipt of raw material in loose bags, the same will be rejected.</i></p> <p>For the purpose of monthly bids:- Weekly supply schedule would have to be adhered to. In case of failure to supply 25% of the total ordered quantity in the first week, 25% in the second week, 25% in the third week and 25% of the total ordered quantity in the fourth week, the liquidity damages shall be imposed @ 2% per day with a maximum up to 10%, in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.</p>
2.9.6	The empanelled firms are required to regularly participate in the Bids. Their performance in this regard shall be reviewed after every six months.
2.9.7	<p><i>Supplier's failure to supply material of given specifications and within the time schedule given causes uncalled for interruption/rescheduling/ avoidable hiccups in smooth production even though the material is arranged through risk purchase. Such failure of the party shall call for following penal actions: -</i></p> <ul style="list-style-type: none"> <i>i. On the occurrence of first instance of risk purchase within a financial year the supplier no action regarding debarment in the next fortnightly tender would be taken against the supplier. Warning letter will be issued regarding action as per registration terms & conditions in case of further default. Other penal actions as per tender terms and conditions shall be taken.</i> <i>ii. On the occurrence of second instance of risk purchase within the same financial year – the supplier shall be debarred from participation in the next bids for one month.</i> <i>iii. On the occurrence of third instance of risk purchase within the same financial</i>

	<p><i>year – the supplier shall be debarred from participation in the next bids for two months.</i></p> <p><i>iv. In case a party in whose case four occurrences of risk purchase takes place in any financial year, such a firm would be debarred from participations in the Bids for the rest of the period of the concerned financial year and the firm shall be permitted to participate in the Bids from the subsequent financial year.</i></p> <p><i>For the purpose of above sub-clauses (i), (ii) & (iii) the occurrence shall be reckoned Bid wise for each Plant. For example, if a Bidder's rates are approved for three Plants against a Bid and two plants have to resort to risk purchase then such occurrences of risk purchase shall be counted as one occurrence. Thus the occurrence of risk purchase shall be counted Bid wise for all Plants in the aforesaid manner. Similarly, if risk purchase is made for more than one item at a Plant against any particular Bid the occurrence shall be counted as one.</i></p>
2.9.8	In case for any reasons risk purchase has not been made and the party requests RCDF/Plant for late delivery of the material then supplies maximum by 7 days beyond the stipulated last date of weekly supply period only can be allowed with imposition of late penalty @ 2% per day subject to a maximum of 10%.
2.9.9	It is important that all Registered Firms must supply material conforming to specified guaranteed quality against each order without RCDF/ Plant having to apply rebate provisions. In case the material supplied is found to be of Rejection quality & accordingly not accepted by RCDF/ Plant the supplier must immediately make arrangements to lift back the material. All expenses and/or loss caused to RCDF as a result of rejection or replacement of supply shall be entirely borne by the supplier. In any case, the rejected supplies must be removed by the supplier within 10 days of the date on which the communication is sent by the plant by e-mail and/or e-mail failing which the goods shall be returned at supplier's address at his risk and cost or shall be disposed off by Plant Managers as deemed fit by them. However, Federation/ C.F.P. shall in no case be responsible for any loss/ shortage/ damage/ theft/fire etc. that may occur during the storage period. Goods received at the Plant but rejected shall straight away be treated as non-supply for purpose of risk purchase or assessing non-supply etc.
2.9.10	No late penalty, however, shall be imposed on supplier on supplies which arrive at the Plant and report at the security gate of the Plant on a particular date but the material is unloaded on the next day or later.
2.9.11	<p><i>Short supply compensation @20% shall be recovered by Manager (Plant) from the approved supplier for the quantity of material which approved supplier ultimately fails to supply.</i></p> <p><i>No short penalty/rate difference shall be imposed if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT.</i></p>
2.9.12	If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to concerned cattle feed plant with full facts under intimation to M.D., RCDF Ltd., Jaipur, for the same immediately on occurrence of the hindrances but not after the stipulated date of completion of supply. The firms shall ensure delivery of approved and ordered quantity of cattle feed raw materials during the extended period and the extension if

	sought shall be applied with proper reasons and with relevant documents, prior to expiry of original delivery period. The payment shall only be released by concerned cattle feed plant after sanction of extension in delivery period. The extension shall be provided by competent authority as per delegation of powers.
2.9.13	Delivery period may be extended with or without liquidated damages. If the delay in the supply of goods is on account of force majeure i.e., which is beyond the control of the bidder, the extension in delivery period may be granted without Liquidated Damage. This type of extension in time period shall be granted by only MD, RCDF Ltd., Jaipur.
2.9.14	<p>If the bidder is unable to complete the supply within the specified or extended period, the concerned cattle feed plant shall be entitled to purchase the goods or any part thereof from elsewhere with permission of MD, RCDF, without notice to the bidder on whose (i.e., bidders) account/at his cost and risk, risk purchase is being made, as per laid down procedure, as mentioned in this bidding document. The bidder shall be liable to pay any loss or damage which the RCDF/ cattle feed plant/milk unions may sustain by reasons of such failure on the part of the bidder.</p> <p>The bidder shall not be entitled to any gain on such purchases made against default. The recovery of such loss or damage shall be made from any sums accruing to the bidder under this or any other contract with the RCDF/Milk Unions/Cattle Feed Plants. If recovery is not possible from the bill and the bidder fails to pay the loss or damage within one month of the demand, the recovery of such amount or sum due from the bidder shall be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case supplier fails to deliver ordered goods, the risk purchases may be made at market rate from any other firm. It is mandatory for the approved supplier to acknowledge receipt of orders within one day through e-mail from the date of dispatch of order, failing which the procuring entity will be at liberty to initiate action to purchase the items on risk purchase provision at the expiry of the prescribed supply period. If acknowledge is not made by the approved supplier, it will be treated as receipt of the purchase order by the supplier.</p>
2.9.15	Risk Purchase/Emergency Purchase will be done at plant level with the permission of M.D. RCDF, Jaipur.
2.9.16	<p>(A) The bidders may be asked to Supply 10% extra qty. Over and above the required offered quantity mentioned in the bid & Supply period may be extended proportionately.</p> <p>(B) The 10% extra quantity whenever ordered is to be clubbed with the main quantity. In the first week the supplier would be bound to supply only 60% of the originally offered and ordered quantity and the remaining 40% quantity + the 10% extra ordered quantity would be supplied in the second week by the supplier. Only when supplier is asked to supply 10% extra quantity over and above the 100% of original indented quantity, the supplier would get extra two days for supply of the same in the second week supply schedule without penalty in view of the provision in the said clause for supply period to be extended proportionately.</p>
2.10	Recoveries:
2.10.1	Recoveries of liquidated damages, short supplies, quality deduction, rejected articles shall ordinarily be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with the federation. In case recovery is not possible, recourse will be taken as per relevant law in force.

2.10.2	Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/supply orders placed on them by the federation can also be recovered from any sum accrued against this bid after accounting for untied sum or due payment lying with cattle feed plant/RCDF/milk union against previous rate contracts/supply orders. Firm shall submit details of pending amount lying with federation but decision of M.D., RCDF Ltd., Jaipur regarding authenticity of sum payable to approved supplier shall be final.
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Schedule-IV(i)

Approximate yearly/fortnightly indented quantity of each item

The estimated yearly/fortnightly quantities of item may be as under :-

S. No.	NAME OF ITEM	Fortnightly Qty. in Qtls.	Monthly Qty. in Qtls.	Yearly Qty. in Qtls.
1.	DORB	73050	146100	1753200
2.	RICE BRAN	36450	72900	874800
3.	DOMC	35100	70200	842400
4.	GWAR KORMA	42600	85200	1022400
5.	MAIZE	62700	125400	1504800
6.	MOLASSES	14700	29400	352800
7.	RICE DDGS			
8.	*SOYABEAN MEAL			
9.	*GWAR CHURI			
10.	*BARLEY SOUND			
11.	*BAJRA			
12.	*WHEAT SOUND			
13.	*RICE KANNI			
14.	*WHEAT BRAN			
15.	*JAWAR SOUND			
16.	*DE-CORTICATED COTTON SEED CAKE DE-OILED			
17.	*SOYA DOC			
18.	*ANY OTHER			

Note: 1. *Demand of these items is subject to requirement.

2. The above quantities are estimates based on present level of production in the CFP. However, no minimum quantity is guaranteed to the bidders. These estimated quantities may change substantially during the currency of contract.

Schedule-IV(ii)**(On Firm's letter head)**

To,

Manager, CFP,

Ajmer / Nadbai / Bikaner / Jodhpur / Lambiyakalan / Kaladera / Pali

Milk Union

Hanumangarh

Subject: - Regarding submission of Monthly Supply Status (to be submitted by the 10th of each month)

NAME OF FIRM: _____

CONTRACT NO & DATE _____

NAME OF ITEM _____

S. No.	Supply Order				Stipulated date of completion of supplies (Delivery Period) (In Days)	Actual Supply		Quantity Remained unsupplied		Remarks
	No. & Date	Consignee/ MU/Units name	Qty. (in qtl.)	Amt. (Rs.)		Actual date of receipt	Quantity (in qtl.)	Quantity (in qtl.)	Reasons	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
2.										

(SIGNATURE WITH SEAL OF SUPPLIER)

NOTE:-

1. Column no. 1 to 11 is to be filled in by supplier/firm and shall be submitted to Manager CFP
2. The information filled in by firm shall be correct, complete and factual.
3. Attach separate sheets as annexure, whenever necessary.

Copy to: MD, RCDF Ltd. Jaipur.

Schedule-IV(iii)**(On Firm's letter head)**

To,

Manager CFP,
Ajmer / Nadbai / Bikaner / Jodhpur / Lambiyakalan / Kaladera / PaliMilk Union
Hanumangarh

Subject: - Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: _____

CONTRACT NO & DATE _____

NAME OF ITEM _____

S. No.	Supply Order				Stipulated date of completion of supplies (Delivery Period) (In Days)	Actual Supply		Quantity Remained unsupplied		Remarks
	No. & Date	Consignee name	Qty. (in qtl.)	Amt. (Rs.)		Actual date of receipt	Quantity (in qtl.)	Quantity (in qtl.)	Reasons	
1	2	3	4	5	6	7	8	9	10	11

(SIGNATURE WITH SEAL OF SUPPLIER)

NOTE:-

1. Column no. 1 to 11 is to be filled by supplier/firm and shall be submitted to Manager CFP
2. The information filled in by firm shall be correct, complete.
3. Attach separate sheets as annexure, whenever necessary.

Copy to: MD, RCDF Ltd. Jaipur

SECTION-V

Technical

Specifications and

Inspection & Test

Section-V

SCHEDULE OF SPECIFICATION AND REBATE FOR SUPPLY OF FOOD GRAINS FOR USE IN CATTLE FEED

Grains such as Wheat, Maize, Barley, Jawar and Bajra as the case may be should be in sound merchantable condition, dry, hard, clean, wholesome, of good food value, uniform in colour and size of grains and free from visible moulds, fungus, weevils, musty or other objectionable odour, discolouration, extraneous matter, adulterants harmful constituent, insect infestation, fermentation, rancidity, sprouting, foreign bodies, including weed seeds, admixture of deleterious substances and impurities etc. except to the extent the :-

- i) Schedule for food grains – Schedule V(i) and V(ii).
- (ii) Specification and Rebate for Mineral mixture – Schedule V(iii)
- (iii) Multi Axis Policy – Schedule V(iv) - 1 and 2
- (iv) Specification and Rebate Schedule for Cane Molasses – Schedule V(v)
- (v) Quality and rebate in respect of Gunny Bags – Schedule V(vi)

Schedule for food grains





Schedule V(i)

Sr. No.	Type of Grains	Grade & Rebate	Gross Organic light	Foreign Matter Inorganic /heavy	Other food grain of equal value	Other foreign seed	Shrivelled and immature grains	Touched Grains	Weevilled/bored grains
1	2	3	4	5	6	7	8	9	10
1.	Sound Grain	A. a) % Defect	0.5	0.5	2	1	2	1	0.5
		b) Cut	-	-	-	-	-	-	-
		B. a) % Defect	1	1	5	2	4	2	2
		b) Cut	1:1	1:1	1:1/2	1:1	1:1/2	1:1/2	1:1
	Rejected if Defect is above		1	1	5	2	4	2	2

Schedule for food grains

Schedule V(ii)

Sr. No.	Type of Grains	Grade & Rebate	Discolouration		Moisture	Dust Gross		Sprouting	Degree of Formentati on as judged by lightness of grains	Degree of Formentati on as judged by lightness of grains	Degree of Formentat ion as judged by lightness of grains
			Super fosial	Deeply with charying		Light density	Heavy density				
1	2	3	11	12	13	14	15	16	17	18	19
1.	Sound Grain	A. a) % Defect	1	0.5	10	-	-	-	-	-	-
		b) Cut	-	-	-	-	-	-	-	-	-
		B. a) % Defect	2	1	12	0.5	0.5	-	-	-	1%
		b) Cut	1:1/2	1:1	1:1	1:1	1:1	-	-	-	1:1
	Rejected if Defect is above		2	1	12	0.5	0.5	Any evidence suggesting such 2 defects will amount to rejection of goods (column 16,17 &18).			

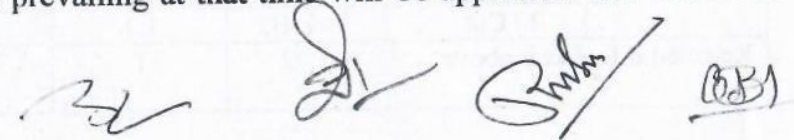
Schedule V(iii)

TERMS & CONDITIONS FOR REGISTRATION OF FIRM FOR SUPPLY OF RAW MATERIALS TO CATTLE FEED PLANTS SPECIFICATIONS/REBATE FOR MINERAL MIXTURE (CATTLE)

Sr. No.	Specification	Requirement %	Accepted Limit of %	Rate of Rebate
1.	Moisture by weight maximum	5	7	Prorata
2.	Silica	3	4	Prorata
3.	Calcium by weight minimum	28	26	Rs.10/- per 1%
4.	Phosphorus by weight minimum	12	10	Rs.25/- per 1%
5.	Iron percentage by weight minimum	0.50 to 0.75	0.40	Rs.3.50 per 0.01%
6.	Iodine (as KI) percentage by weight	0.026 to 0.13	0.01	Rs.3.50 per 0.001%
7.	Copper percentage by weight	0.077 to 0.13	0.05	Rs.8.50 per 0.01%
8.	Manganese percentage by weight	0.12 to 0.15	0.05	Rs.8.00 per 0.01%
9.	Cobalt percentage by weight	0.013 to 0.026	0.005	Rs.2.00 per 0.001%
10.	Flouring percentage by weight	0.04	0.06	Rs.10.00 per 0.001%
11.	Spores of bacillus anthraxis clostridium	Nil	Nil	Nil
12.	Zinc (as Zinc Sulphate)	0.18	0.16	Rs.3.75 per 0.01%

N.B. : The base price for deduction shall be price of one ton.

Note : This item is being manufactured by RCDF in its own Plants, therefore, this item is not likely to be purchased through registered firms. In case the same is required to be purchased at later date, specifications prevailing at that time will be applicable and therefore, notified only then.



Rates Under Multi Axis Policy

Schedule V(iv)-1

TERMS & CONDITIONS FOR REGISTRATION OF FIRMS FOR SUPPLY OF CATTLE FEED RAW MATERIAL SCHEDULE OF SPECIFICATIONS AND REBATE SCHEDULE FOR REBATE/CUT APPLICABLE PERCENT OF APPROVED RATES UNDER MULTI AXIS POLICY.

Sr. No.	Name of Ingredients	Guaranteed proximate analysis in percent (on dry matter basis in respect of C.P., E.E., C.F. & S.S.)				Sand Silica Max.	1 ST STAGE (UPTO)									
		Moisture	Crude Protein (6.25 x Nitrogen Min O+A)	Ether Extract Min.	Crude Fibre Max.		M %	Reb	CP %	Reb	EE %	Reb	CF %	Reb	SS %	Reb
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
1.	Deoiled Rice Bran Grey White Continuous Type.	10	15	-	15	5	12	1:1	14	1:1	-	-	17	1:1.5	6	1:1
2.	Rice Bran	10	12	15	12	5	11	1:1	11	-	14	1:6	14	1:1.5	6	1:1.5
3.	Wheat Bran (O+A)	10	17	-	12	0.5	11	1:1	16	1:1.5	-	-	13	1:1	1	1:1
4.	Moth/Moong/Urad Dall Churi (O+A)	10	21	-	14	2.5	11	1:1	20	1:1.5	-	-	16	1:1	3.5	1:1
5.	Gwar Korma (O+A)	10	54	-	7	1	11	1:1	52	1:1.5	-	-	8	1:1	1.5	1:1
6.	Gwar Churi(O+A)	10	38	-	15	1.0	11	1:1	37	1:1.5	-	-	16	1:1	1.5	1:1
7.	Soyabean Cake DO	10	54	-	8	2.5	11	1:1	52	1:1	-	-	9	1:1	3	1:1
8.	Mustard/Rape Cake Exp.	10	35	7	10	2.0	11	1:1	33	1:1	6	1:5	11	1:1	2.5	1:1
9.	Mustard/Rape Cake DO	10	37	-	10	2.0	11	1:1	35	1:1	-	-	11	1:1	3.0	1:1
10.	Ground Nut Cake Exp.	10	43	7	12	2.5	11	1:1	41	1:1	6	1:6	14	1:1	3.0	1:1
11.	Ground Nut Cake DO	10	46	-	13	2.5	11	1:1	44	1:1	-	-	15	1:1	3.0	1:1
12.	Ambadi Cake Exp.	10	27	7	15	2.5	11	1:1	26	1:1	6	1:5	16	1:1	3	1:1
13.	Decorticated Cotton Seed Cake DO	10	42	-	16	2.5	11	1:1	40	1:1	-	-	17	1:1	3	1:1
14.	Sun Flower Cake DO	10	30	-	24	2.5	11	1:1	29	1:1	-	-	25	1:1	3	1:1
15.	Rice Nakku/Rice Kanni	10	8	1.0	2.0	0.5	11	1:1	7	1:1	-	-	4	1:1	1	1:1

Multi Axis Policy

Schedule V(iv)-2

Sr. No.	Name of Ingredients	REJECTED				
		If % of M Above	If % of C.P. Below	If % of E.E. Below	If % of C.F. Above	If % of S.S. above
1	2	28	29	30	31	32
1.	Deoiled Rice Bran Grey White Continuous Type.	12	14	-	17	6
2.	Rice Bran	11	11	14	14	6
3.	Wheat/Maize/Jawar Bran (O+A)	11	16	-	13	1
4.	Moth/Moong/Urad Dall Churi (O+A)	11	20	-	16	3.5
5.	GwarKorma (O+A)	11	52	-	8	1.5
6.	Gwar Churi(O+A)	11	37	-	16	1.5
7.	Soyabean Cake DO	11	52	-	9	3
8.	Mustard/Rape Cake Exp.	11	33	6	11	2.5
9.	Mustard/Rape Cake DO	11	35	-	11	3
10.	Ground Nut Cake Exp.	11	41	6	14	3
11.	Ground Nut Cake DO	11	44	-	15	3
12.	Ambadi Cake Exp.	11	26	6	16	3
13.	Decorticated Cotton Seed Cake DO	11	40	-	17	3
14.	Sun Flower Cake DO	11	29	-	25	3
15.	Rice Nakku/ Rice Kanni	11	7	-	4	1

NOTE :

1. Abbreviations used : M=Moisture, C.P.=Crude Protein, E.E.=Ether Extract, C.F.=Crude Fibres, S.S.=Sand Silica and Reb=Rebate/Cut.
2. Rebates or cuts within the two stages or in between the two stages are summative in nature 7 (above).
3. All figures of % composition are on dry matter or moisture free basis.
4. Rice Kanni shall be treated as Sound Grain and shall be both examined physically for sound grain as well as analyzed for different parameters. The material will be passed/ subjected to rebate/ rejected based on physical examination and analytical parameters.

SIGNATURE OF FIRM
IN TOKEN OF ACCEPTANCE.

Schedule V(v)

SPECIFICATION AND REBATE SCHEDULE FOR CANE MOLASSES

S. No.	Characteristic	Requirement GR-II (IS-1162-1958)	Acceptable with rebate	Rebate schedule	Rejected
1	Density in degree brix at 27.5° C (Min)	80	80	-	Below 80
2	Ash, sulphated % by mass (calculated for 100 brix) (Max.)	17.5	17.5	-	Above 17.5
3	Total reducible sugar % by mass (Min)	44	42	1:1	Below 42

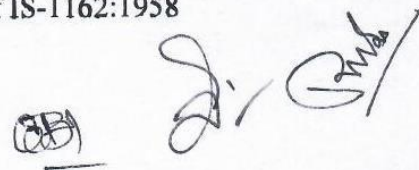
Note:-

1. Material should be dark coloured viscous syrupy liquid having characteristic odour. Sampling and testing will be done as per the procedure laid down by Indian Standard Institution.
2. Acceptable limit with rebate is as per BIS grade IIIrd of IS-1162:1958

Example of Rebate:

1. Reducing Sugar 43 %
2. Reducing Sugar 42%

Rebate 1%
Rebate 2%





TERMS AND CONDITIONS OF REGISTRATION**QUALITY AND REBATE IN RESPECT OF GUNNY BAGS.**

1. Accepted requirement of packing would be sound second hand gunny bags with no mending, patching or holes and slits for sound cereal grains/fish meal/meat meal, sound second hand gunny bags with minor mending and minor patching but without holes/slits for all items other than wheat/maize, Jawar, Bran, DORB and sall seed cake D.O. and sound second hand gunny bags with major mending/patching but without holes/slits for wheat/Jawar/Maize Brans DORB and Sall Seed Cake D.O. will be binding. If the requirement of packing are not found in agreement with these norms, Federation will have the option either to reject the goods all together or accept the same after imposing rebate as per schedule given below :-

Commodity	Units	Minor mending but no patches or	Bags with Minor mending and patching or	Bags with Sever mending large patching and or minor holes/slits or	Hole/Slits
1. Sound gains/fish/meat bone/meat	Rs. Per 100 bags.	25	50	75	100
2. DORB Wheat/Jawar/Maize Bran & Sal Seed Cake DO	--do--	-	-	25	100
3. All other materials	--do--	-	-	50	100

In case mouth of the bags is not properly closed or if the manual stitching gives way, any additional expenses incurred at Plant on labour charges will be recoverable from the supplier.

SECTION-VI

Bidding Forms

(A) TECHNICAL BID FORMS

TECH - 1

BID SUBMISSION LETTER IN PURSUANCE AND ACCEPTANCE OF RCDF PRESCRIBED TERMS & CONDITIONS (To be given on the firm's letter head duly sealed & signed)

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

Sub: Acceptance of RCDF Prescribed Terms & Conditions of Bid.

NIB No. _____

Bid ID No. _____

Name of Bid : Empanelment of bidders for supply of cattle feed raw materials to cattle feed plants of RCDF and its Milk Unions located at different places in Rajasthan.

Dear Sir,

We, the undersigned, declare that:

1. I / We have downloaded the bid documents for the above mentioned bid which is for registration for supply of cattle feed raw materials.
2. I/ We have examined and have no reservations to the entire Bidding Document, including **modification and addenda** Addenda and I / We shall abide by the same.
3. I / We hereby unconditionally agree & accept the terms & conditions of above mentioned bidding document in its totality / entirety.
4. I/ We declare that we fulfil the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in the bidding document.
5. If our Bid is accepted, we commit to submit a Registration Money of the amount of Rs.10,00,000/- (Rs. Ten lacs only), (In case of Molasses Rs.14,00,000/-) in form of **banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG)** in the name of Rajasthan Co-operative Dairy Federation Ltd., Jaipur on account of bidder with confirmation of issuing bank. or shall submit the Performance Security Declaration (for central or state government department or organization), as the case may be, for the due performance of the Contract.
6. I/ We are not participating as multiple Bidder in more than one Bid for supply of the subject Goods in this bidding process.

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

Yours Faithfully,

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

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

Complete Address _____

Tel: _____ E-mail: _____ E-mail: _____

Tech-2

BIDDER'S ORGANIZATION DETAILS

(To be given on the firm's letter head duly sealed & signed)

**FOR THE SUPPLY OF RAW MATERIALS AT CATTLE FEED PLANTS
CATTLE FEED PLANTS OF RCDF AND AFFILIATED MILK UNIONS**

1.	Name & full address of Firm	
2.	Name of Contact Person with designation & his mobile numbers	
3.	Telephone No.	
4.	E-mail	
5.	Do you have any branch office	
6.	If yes, State Place, Address, Tel. No., Mobile Phone No. etc.	
7.	Whether the Firm is limited/proprietorship/partnership/public sector/co-operative sector undertaking with copies of supporting documents. (In case of partnership firm, whether the firm is registered with the Registrar of Firms, the copy of the Registration Certificate & name and addresses of partners alongwith partnership deed to be submitted). Copy of Certificate to be enclosed as per Tech-3.	
8.	In case the firm is Limited the copy of: Registration Certificate of the company to be submitted	
9.	PAN no. of proprietor/partnership firm /company etc.	
10.	GST No. & Date	
11.	Is the bidder a manufacturer, if yes, please mention the manufacturing licence no. and date and Udyog Aadhar No. & Date	
12.	<i>Bidder (manufacturer/dealer /supplier/trader) should have two years experience of trading/ business in cattle feed raw material or agro commodity or food grains/molasses/cattle feed. (for this purpose valid registration of such product under GST should be at least two years old from the last</i>	

	<i>date of submission of bid should be enclosed). Manufacturing License, Udyog Aadhar, Mandi license and registration with other milk federation like Amul, RCDF etc. which may establish the experience for supply of cattle feed</i>				
13.	Year wise audited turnover as per certificate given by the C.A.				
14.	Bid Submission Letter in Pursuance and Acceptance of RCDF prescribed Terms & Conditions given in the enclosed format given at Tech-1. (Yes/No)				
15.	Whether bid is for registration/participation for all cattle feed raw material items including Molasses or exclusively for Molasses or for items other than Molasses. Please state with details clearly.				
16.	Are you existing registered empanelled supplier with RCDF. (i) Yes or (ii) No				
17.	Details of RTGS: (Please upload a photocopy of a cancelled cheque of this account for confirmation).				
	Bank Name				
	Branch Name				
	RTGS / IFSC Code				
17.	Account Number				
18.	Information regarding current litigation / past debarment / black listing, if any.				
19.	Detail of Demand Draft's				
	Particular	Name of Bank and Branch	DD/BG/(e-BG)	Date	Amount (In Rs.)
	Cost of bidding documents inclusive of GST		DD No.		
	Registration Money details		DD No.		
			DD/BG/e-BG No.		Amount and BG/e-BG maturity date

TECH-3

(To be given on the firm's letter head duly sealed & signed)

BIDDER'S DETAILS

S. No.	Particulars	Details and Documents Enclosed
1	Bidders legal entity, copy of valid registration certificates.	
2	Declaration if bidders is/are bonafide (manufacturer/dealer /supplier/ trader) in Tech-3(ii)	
3	<i>Bidder (manufacturer/dealer /supplier/ trader) should have two years experience of trading/ business in cattle feed raw material or agro commodity or food grains/molasses/cattle feed. (for this purpose valid registration of such product under GST should be at least two years old from the last date of submission of bid should be enclosed). Manufacturing License, Udyog Aadhar, Mandi license and registration with other milk federation like Amul, RCDF etc. which may establish the experience for supply of cattle feed</i>	
4	The cumulative amount of Turnover for any two financial years (TECH-3(i)) i.e. 2020-21, 2021-22 2022-23 and 2023-24. The cumulative turnover of any two continuous years shall be considered. Bidder must upload:- 1. CA Certificate with CA's Registration Number/ Seal/ Mob. No./UDIN Number etc. as required under TECH-3 2. Solvency certificate from Bank as required under TECH-3.	
5	GST registration certificate.	
6	PAN Number	
7	Cancelled cheque of Bank Account given for RTGS details.	

All documents scanned & upload as per numbering.

Date:

Signature of Bidder/Bidder

Place:

Name :

Designation:

Address:

TECH-3 (i)

(To be given on the firm's letter head duly sealed & signed)
Annual turn over statement

The total Annual Turnover of M/s.....(*Name of Firm*)..... and address for the past two years are given below and certified that the statement is true and correct. The turnover is based on audited account of M/s

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2020-21	-
2.	2021-22	-
3.	2022-23	-
4.	2023-24	-
Total		- Rs. _____ Lakhs
Total annual turnover of any two continuous financial years mentioned above.		- Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered

Accountant

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

TECH-3 (ii)

(To be given on the firm's letter head duly sealed & signed)

I/We declare that I am/We are bonafide.....(
manufacturer/dealer /supplier/ trader) in the Goods for which I/We have bid.

I/We a legally constituted firm/body.....(*Name of Firm/Company with
address*)..... and represented by Mr.....(*Name of Bidder/Sole
proprietor/CMD/Chairman*)..... declare that I am/
we are(manufacturer/dealer /supplier/ trader) in the
Goods for which I/We have Bid.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our Registration Money and/or Performance Security may be forfeited in full and the bid if any to the extent accepted may be cancelled. In case any information given by undersigned is found false, fabricated, untrue unfounded the RCDF shall be free to take action as per law of land including instituting criminal proceeding in accordance with provision contained under Indian Penal Code, Code of Criminal Procedure in addition to the other remedies available to the RCDF as per law and that I/we would have no claims whatsoever against RCDF/CFPs/Milk Unions.

Signature of the bidder with seal

TECH - 4

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

This is in relation to our Bid/application for registration as a bidder for supply of cattle feed raw materials, submitted to Managing Director, Rajasthan Cooperative Dairy Federation Ltd. Saras Sankul JLN Marg, Jaipur-302017, Rajasthan. In response to their Bid/Bid No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012*, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Rajasthan Cooperative Dairy Federation Ltd.
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a 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. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Place:

Signature of Bidder/Bidder

Name :

Designation:

Address:

TECH – 5

(To be given on the firm's letter head duly sealed & signed)

BIDDER'S AUTHORIZATION CERTIFICATE

To,
{Procuring entity},

_____,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified

Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

TECH-6

Form of Bid Securing Declaration

(Note :- Applicable only for Govt. Deptt. and Govt. Enterprises)

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

To:

Managing Director,

Rajasthan Co-Operative Dairy Federation Ltd.,

Saras Sankul, JLN Marg, Jaipur-302017

Phone No. : 0141-2702535, 2702501-508

Email ID : pur-rcdf-rj@nic.in, pur-rcdf@rajasthan.gov.in

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, Managing Director, Rajasthan Co-Operative Dairy Federation Ltd., Saras Sankul, JLN Marg, Jaipur-302017, for the period of time of **36 months** starting on date, if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter “the BDS”); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the BDS,

- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

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

[insert complete name and address of the Bidder]

Dated on day of ,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

(B) FINANCIAL BID FORM

Financial bid shall be invited from amongst the Empanelled bidders :- MD, RCDF shall invite in the second part as per requirement of fortnightly/monthly/weekly cattle feed raw materials in the form of .XLS Sheet. After evaluation of financial bid MD, RCDF shall award the contract to the bidder whose offer has been determined to be the lowest/ most advantageous to RCDF.

Validate

Print

Help

Item Wise BoQ

Tender Inviting Authority: MD RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LTD.

Name of Work: SUPPLY OF CATTLE FEED RAW MATERIALS

Contract No:

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only)NOTE :**1. THE RATES HAVE TO BE QUOTED FOR MINIMUM 50% OF REQUIRED QTY. FOR ITEMS OTHER THAN MOLASSES, FAILING WHICH RATE****SHALL NOT BE CONSIDERED. FOR MOLASSES RATES HAVE TO BE QUOTED FOR 100% OF REQUIRED QUANTITY.****2. BIDDERS ARE ALSO REQUIRED TO MENTION THE QUANTITY BEING OFFERED BY THEM IN THE BOQ.****3. IN CASE QUANTITY IS NOT MENTIONED IT SHALL BE PERSUMED THAT 100% QUANTITY HAS BEEN OFFERED.****4. BIDDERS HAVE TO QUOTE F.O.R. RATES INCLUSIVE OF ALL EXPENSES AND TAXES (GST) IN RUPEES PER QTL. INDIVIDUAL CFP WISE.****5. NO EXPENSES AND TAXES OVER AND ABOVE THE QUOTED F.O.R. RATES SHALL BE PAYABLE.****6. THE BID SHALL BE CONSIDERED HAVING BEEN SUBMITTED BASED ON RCDF REGISTRATION DOCUMENT ATTACHED WITH TENDER.****7. BIDDERS MAY BE ASKED TO SUPPLY 10% EXTRA QTY. OVER AND ABOVE THEIR OFFERED QTY. AS PER CLAUSE NO. 2.9.16.****8. Only RCDF's prescribed terms and conditions shall be applicable and binding on bidders/registered cattle feed raw material suppliers.****9. The registered raw material suppliers who wish to participate in the Molasses tenders either exclusively for Molasses or combinedly alongwith other items like DORB, Rice Bran, DOMC, Maize etc. has to deposit extra amount of Rs. 4,00,000/- through DD in favour of MD, RCDF Jaipur. The suppliers may deposit the amount before opening of tenders to participate in Molasses tenders.****10. Bidders of any item should not have conflict of interest.****11. A copy of registration document alongwith amendments is attached in tender document for perusal of terms and conditions & quality specifications by bidders.**

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity (In Quintals)	Units	Quantity offered (In Quintals)	Rate inclusive of all Expenses and taxes(including GST) F.O.R. respective cattle feed plant / milk union To be entered by the bidders in figures as Rupees Per Quintal	F.O.R. respective cattle feed plant/ milk union Rate inclusive of all expenses and taxes in Rupees Per Quintal	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9
1	DORB							
1.01	DORB - AJMER	item1		Qtls.			0.0000	INR Zero Only
1.02	DORB – LAMBIYAKALAN (BHILWARA)	item2		Qtls.			0.0000	INR Zero Only
1.03	DORB - JODHPUR	item3		Qtls.			0.0000	INR Zero Only
1.04	DORB - BIKANER	item4		Qtls.			0.0000	INR Zero Only

Signature of the Applicant

In acceptance of the above

Registration Document 2025-26

RCDF

Jaipur

1.05	DORB - PALI	item5		Qtls.			0.0000	INR Zero Only
1.06	DORB - NADBAI	item6		Qtls.			0.0000	INR Zero Only
1.07	DORB - KALADERA (JAIPUR)	item7		Qtls.			0.0000	INR Zero Only
1.08	DORB - HANUMANGARH MILK UNION	item8		Qtls.			0.0000	INR Zero Only
2	RICE BRAN							
2.01	RICE BRAN - AJMER	item9		Qtls.			0.0000	INR Zero Only
2.02	RICE BRAN - LAMBIYAKALAN (BHILWARA)	item10		Qtls.			0.0000	INR Zero Only
2.03	RICE BRAN - JODHPUR	item11		Qtls.			0.0000	INR Zero Only
2.04	RICE BRAN - BIKANER	item12		Qtls.			0.0000	INR Zero Only
2.05	RICE BRAN - PALI	item13		Qtls.			0.0000	INR Zero Only
2.06	RICE BRAN - NADBAI	item14		Qtls.			0.0000	INR Zero Only
2.07	RICE BRAN - KALADERA (JAIPUR)	item15		Qtls.			0.0000	INR Zero Only
2.08	RICE BRAN- HANUMANGARH MILK UNION	item16		Qtls.			0.0000	INR Zero Only
3	DOMC							
3.01	DOMC - AJMER	item17		Qtls.			0.0000	INR Zero Only
3.02	DOMC - LAMBIYAKALAN (BHILWARA)	item18		Qtls.			0.0000	INR Zero Only
3.03	DOMC - JODHPUR	item19		Qtls.			0.0000	INR Zero Only
3.04	DOMC - BIKANER	Item20		Qtls.			0.0000	INR Zero Only
3.05	DOMC - PALI	item21		Qtls.			0.0000	INR Zero Only
3.06	DOMC - NADBAI	item22		Qtls.			0.0000	INR Zero Only
3.07	DOMC- KALADERA (JAIPUR)	item23		Qtls.			0.0000	INR Zero Only
3.08	DOMC- HANUMANGARH MILK UNION	item24		Qtls.			0.0000	INR Zero Only
4	GWAR KORMA							
4.01	GWAR KORMA - AJMER	item25		Qtls.			0.0000	INR Zero Only
4.02	GWAR KORMA - LAMBIYAKALAN (BHILWARA)	item26		Qtls.			0.0000	INR Zero Only
4.03	GWAR KORMA - JODHPUR	item27		Qtls.			0.0000	INR Zero Only
4.04	GWAR KORMA - BIKANER	item28		Qtls.			0.0000	INR Zero Only
4.05	GWAR KORMA - PALI	item29		Qtls.			0.0000	INR Zero Only
4.06	GWAR KORMA - NADBAI	Item30		Qtls.			0.0000	INR Zero Only
4.07	GWAR KORMA - KALADERA (JAIPUR)	item31		Qtls.			0.0000	INR Zero Only
4.08	GWAR KORMA- HANUMANGARH MILK UNION	item32		Qtls.			0.0000	INR Zero Only

5	MAIZE							
5.01	MAIZE - AJMER	item33		Qtls.			0.0000	INR Zero Only
5.02	MAIZE - LAMBIYAKALAN (BHILWARA)	item34		Qtls.			0.0000	INR Zero Only
5.03	MAIZE- JODHPUR	item35		Qtls.				
5.04	MAIZE - BIKANER	item36		Qtls.			0.0000	INR Zero Only
5.05	MAIZE - PALI	item37		Qtls.			0.0000	INR Zero Only
5.06	MAIZE - NADBAI	item38		Qtls.			0.0000	INR Zero Only
5.07	MAIZE – KALADERA (JAIPUR)	item39		Qtls.			0.0000	INR Zero Only
5.08	MAIZE- HANUMANGARH MILK UNIION	item40		Qtls.			0.0000	INR Zero Only
6	MOLASSES							
6.01	MOLASSES - AJMER	item41		Qtls.			0.0000	INR Zero Only
6.02	MOLASSES - LAMBIYAKALAN (BHILWARA)	item42		Qtls.			0.0000	INR Zero Only
6.03	MOLASSES - JODHPUR	item43		Qtls.			0.0000	INR Zero Only
6.04	MOLASSES - BIKANER	item44		Qtls.			0.0000	INR Zero Only
6.05	MOLASSES- PALI	item45		Qtls.			0.0000	INR Zero Only
6.06	MOLASSES- NADBAI	item46		Qtls.			0.0000	INR Zero Only
6.07	MOLASSES- KALADERA (JAIPUR)	item47		Qtls.			0.0000	INR Zero Only
6.08	MOLASSES - HANUMANGARH MILK UNION	item48		Qtls.			0.0000	INR Zero Only
7	BARLEY SOUND							
7.01	BARLEY SOUND -AJMER	item49		Qtls.			0.0000	INR Zero Only
7.02	BARLEY SOUND -LAMBIYAKALAN (BHILWARA)	item50		Qtls.			0.0000	INR Zero Only
7.03	BARLEY SOUND -JODHPUR	item51		Qtls.			0.0000	INR Zero Only
7.04	BARLEY SOUND -BIKANER	item52		Qtls.			0.0000	INR Zero Only
7.05	BARLEY SOUND -PALI	item53		Qtls.			0.0000	INR Zero Only
7.06	BARLEY SOUND -NADBAI	item54		Qtls.			0.0000	INR Zero Only
7.07	BARLEY SOUND –KALADERA (JAIPUR)	item55		Qtls.			0.0000	INR Zero Only
7.08	BARLEY SOUND –HANUMANGARH MILK UNION	item56		Qtls.			0.0000	INR Zero Only

SECTION –VII (A)
GENERAL CONDITIONS OF
CONTRACT (GCC):

GENERAL TERMS AND CONDITIONS OF CONTRACT:

A. REGISTRATION:

1. Only such firms having financial turnover, PAN and GST registration and qualification prescribed in the respective section of this registration form shall be eligible for registration who are bonafide manufacturers/ suppliers/ traders/ dealers of cattle feed raw materials and similar items.
2. Bid/application for registered empanelment are not as per qualification and evaluation criteria mentioned in the technical bid shall be liable to be rejected.
3. Bid/application for registered empanelment must be duly filled and its contents are to be verified as true and correct. All documents of bid duly signed, scanned and uploaded.
4. Financial bid shall be invited from the Empanelled bidders:- MD, RCDF shall invite in the second part as per requirement of fortnightly/monthly/weekly cattle feed raw materials in the form of .XLS Sheet. After evaluation of financial bid MD, RCDF or his representative shall award the contract to the bidder whose offer has been determined to be the lowest/most advantageous to RCDF.
5. The registered empanelled suppliers/firms are not permitted to state their own terms and conditions other than or in addition to **the terms and conditions** mentioned in the registered empanelled bid or in the fortnight financial bid. In case any additional terms are mentioned or the prescribed term is altered or varied by the empanelled bidder, at any place of the bid, the same shall be completely ignored and deemed to be non-existing while registered empanelment bid or in the fortnight financial bid.
6. The registered empanelled bidder shall not assign or sublet supply contract or any part thereof to other agency.
7. The approved registered empanelled bidder shall be deemed to have carefully read the terms and conditions including specifications & quality rebate etc. as given in the registered empanelment bid and no relaxation shall be permitted on account of ignorance/ambiguity etc.
8. The empanelment bid security of Rs. 10,00,000/- (Rs. Ten lacs only) in form of **banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG)** in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur on account of bidder with confirmation of issuing bank for registered empanelment shall be upload scan copy on e-procurement website and physically submit in the office of RCDF as specified. The number of instrument (DD/BG/e-BG/Banker Cheque etc.) is to be mentioned in the appropriate columns of bidding Tech form.

Bidders who wish to participate in the Molasses Tenders either exclusively for Molasses or combinedly alongwith other items like DORB, Rice Bran, DOMC, Gwar Korma, Maize, Rice DDGS, Soyabean Meal, Barley Sound etc. has to deposit bid security of Rs.14,00,000/- (Rs. Fourteen lacs only) is to be deposited in form of a banker's cheque or demand draft or bank

guarantee or electronic bank guarantee (e-BG) in favour of MD, Rajasthan Co-operative Dairy Federation Ltd. payable at Jaipur.

The bid security will be adjusted against the performance security for the registered/empaneled bidders.

During course of empanelled period, if any empanelled supplier is willing to participate in the bid process of Molasses then, before participating in bid process, concerned supplier will have to deposit Rs. 4.00 lacs additional security which is acceptable in form of DD only.

9. The registered empanelled bidder shall not be entitled to claim any interest from RCDF on the amount of Bid Security / Performance Security/Registration Money on or on any other disputed payments lying at RCDF/Cattle Feed Plant level if any from time to time.
10. RCDF also reserves the right as per provisions of Rajasthan Transparency in Public Procurement Act, 2012 and Rajasthan Transparency in Public Procurement Rules, 2013, to punish, debarment from bidding, suspend/cancel the registration of registered empanelled bidder/supplier, if the performance of registered empanelled bidder with respect to quality and time of supplies etc. is found unsatisfactory and forfeit the Bid Security / Performance Security/ to recovering other due amounts in any other way including legal recourse. The RCDF can also debar/black list such firms debarring it from entering into any other contract with RCDF, cattle feed plants, milk unions and any other unit of RCDF.
11. Bid Security/Performance Security/Registration Money shall continue to remain with the RCDF till the Firm concerned does not make a specific request to cancel his registration and to refund the Bid Security/Performance Security/ Registration Money amount till the Firm is not debarred and/or had not become liable on any ground for forfeiture of Bid Security/Performance Security/ Registration Money. Once the approval for registration is duly conveyed by RCDF normally the Firm concerned shall be entitled to offer its rates automatically without any further notification on/by 10th and 25th day of each and every subsequent month or any other day which is fixed by the RCDF, upto contract period or extended contract period.
12. Identity of registered empanelled bidder/supplier will be recognised as manufacturer/ trader/ dealer/supplier.
13. Quality conditions and specifications & rebate schedule given in technical bid Section-V(i) to V(v) of Section V shall be treated as part and parcel of terms and conditions for registered empanelled bidder.
14. RCDF will not consider the registered empanelled bid/application of such bidder who has earlier been debarred/censured/black listed or even those firms who have on their rolls employees/ executives/ proprietors/ partners of another already debarred/ censured/ black listed firms in one or the other capacity.

15. RCDF reserves the right to have all time free access for the inspection of the godown and or works and or office premises of the registered empanelled bidder before or after the registered empanelment without giving any notice.
16. Once the registered empanelled bid is duly signed and completed by the bidder/ applicant followed by acceptance of registered empanelment by the RCDF it will be treated as a validly executed agreement for all purposes between the two parties. Acceptance of the offer by RCDF/CFP and its intimation to the bidder shall be treated as valid and legal contract between RCDF and suppliers without further necessity to execute separate agreement.
17. M.D., RCDF reserves the right to reject/ accept any bid/ application made for the registered empanelment or any fortnight/monthly/weekly financial bid submitted by the registered empanelled bidder partially or fully without assigning any reason what so ever.
18. Financial bid shall be invited from the **empanelled bidders** in the second part as per requirement of fortnightly/monthly/weekly requirement of cattle feed raw materials in the form of .XLS Sheet at the website www.eproc.rajasthan.gov.in as specified in bid proposal. Second part financial bid proposal will also be published on SPP Portal, website www.sppp.rajasthan.gov.in and RCDF website www.sarasmilkfed.rajasthan.gov.in.
19. The quoted rates must be on net weight basis and the packing/ gunnies shall not be returned.
20. The rates must be entered in the prescribed .XLS Sheet at the time of submission of financial bid only. The rate **to be entered** should be in words as well as in figures. In case of any difference in words and figures is found the rate which is advantageous to RCDF shall be considered.
21. Although the rates of all cattle feed raw material items covered under the RCDF standing list as per bid document shall be taken on each fortnight/weekly/monthly basis from the registered empanelled bidder, however, RCDF shall be free to choose any one of them for approval of rates according to its least cost formula and other needs.
22. Under contingencies the RCDF/Manager, CFP with permission of MD, RCDF will have power to cancel the order, decrease the quantity and amend the supply schedule without entertaining any claim of damages or loss from the bidder/supplier concerned, looking to the storage position, demand, supply & marketing trends etc. on the recommendation of local committee comprising of the Incharge Store, Incharge Accounts, Incharge Plant, by recording the relevant facts. It shall be binding on the Manager CFP, to issue a self speaking order in this regard.
23. RCDF also reserves the right to accept or reject any or all offer of rates completely or in part without assigning any reasons whatsoever.
24. RCDF also reserves the right to repudiate the fortnightly/weekly/monthly approval of rates or fortnightly/5 days/weekly/monthly purchases order at any time if supplies are not received with full satisfaction in accordance with the specifications or given time schedule etc. and make good the requirement from alternative sources if necessary at the risk and cost of approved supplier.

25. Normally the announcement of the approved rates shall generally be communicated to the suppliers on e-proc website and e-mail to bidders. Purchase Order sent to the approved supplier at its address by e-mail/Registered Post shall be deemed to have been duly served on the supplier notwithstanding that the purchase order may not in fact have been delivered to the supplier. All terms & conditions contained herein shall apply in full force and measure to such purchase order placed.

B. SUPPLIES

26. (A) For the purpose of fortnightly bids

Supply schedule would have to be adhered to. 60% of the total ordered quantity in the first week and 40% of the total ordered quantity in the second week.

In case of failure, the liquidity damages shall be imposed @ 2% per day with a maximum up to 10%, in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.

In case the approved quantity of any item is less than 100 MT, the delivery period of the item would be only 7 days instead of 15 days.

In case the supplier fails to supply the complete accepted quantity continuously in two consecutive supplies, than the firm shall be debarred for taking participation in next two cattle feed raw material tenders

In case of receipt of raw material in loose bags, the same will be rejected.

(B) For the purpose of monthly bids:-

Weekly supply schedule would have to be adhered to. In case of failure to supply 25% of the total ordered quantity in the first week, 25% in the second week, 25% in the third week and 25% of the total ordered quantity in the fourth week, the liquidity damages shall be imposed @ 2% per day with a maximum up to 10%, in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.

27. The supplier shall be responsible for the proper standard packing so as to avoid pilferage/damage under normal condition of transport/ storage/ unloading etc. otherwise the plants shall be free either to reject the supply or to accept the same at reduced rate determined as per given rebate schedule impose and recover labour charges incurred at actual.
28. The raw material suppliers would ensure that the vehicles carrying raw material should be as per statutory norms. The goods will be delivered at Cattle Feed Plant Godown in perfect condition. The suppliers if so desire may insure his goods while in transit against risks etc. at their own cost.
29. **The weighment recorded at the RCDF/CFP certified Weigh Bridge shall be final and binding on the supplier. Seller if it so desires may depute his authorised representative at the time of weighment or sampling and inspection etc. failing which findings of the RCDF/CFP shall be final and binding on the supplier. In such cases the signatures/ thumb impressions with name of the driver shall be sufficient testimony to the authenticity of the findings.**

Weighment may be permitted from outside weigh bridge only if the weigh bridge is not working/ under maintenance with prior approval of GM(FO&AH).

However in case, actual expenditure is incurred by the plant on weighment of a particular consignment from weigh bridge located outside the plant, the same shall be recovered from the suppliers.

In case of consignments reaching by truck normally cattle feed plants shall arrange to pay freight and local taxes, if any, on against valid “to pay bilty” and receipt to truck driver/ representative of Transporter at the risk and cost of supplier and debit the amount to supplier. Ordinarily no invoice of Railway/ R.R. shall be entertained by RCDF/ cattle feed plant.

30. After considering the present value of the various cattle feed raw materials and taking into account the value being realized from the re-sale of the sound second hand Jute Bags / HDPE Bags in which the cattle feed raw materials are being delivered it has been decided to henceforth make payments only for the net weight of the cattle feed raw materials and for arriving at the same the deduction for the weight of the bags would be made taking the average weight of one Jute Bag as one kg and average weight of **HDPE bag as 150 gm per bag**. Cattle feed raw material suppliers shall have to ensure that for supply of DORB, Rice Bran, DOMC and Gwar Korma these items shall be packed in the PP Bags/HDPE Bags and accordingly in these packing material (DORB, Rice Bran, DOMC and Gwar Korma) supply shall be accepted.
31. ***The supplier shall deliver the ordered goods in sound second hand Gunny bag/ Katta/ HDPE bags as specified. If the bags are found sub-standard, RCDF/CFP will have the option to either reject the consignments altogether or accept the same after deduction of Rs.2/- per bag.***
32. Goods received at the Plant in the name of one bidder/supplier, shall not be transferred in the name of other bidder/supplier. Any unlawful cutting/ alteration in the name of consignee under

challans or road transport bilty will not be accepted. In such cases material will be received in the name of consignor originally mentioned under the challan or bilty.

33. Only actual delivery of goods at Plant shall be counted as supplies without any cognisance to mere evidence of dispatch. Whatever may be the reasons for delay in transit, RCDF/CFP will not grant any relaxation to suppliers on such grounds.
34. Until asked for in writing by the CFP, suppliers themselves will be responsible for excess/short supplies. However, no excess/short supply penalty shall be imposed on supplier if quantity variation is to the extent of $\pm 5\%$ subject to a maximum of 15 MT in case the ordered quantity is upto 400 MT per Plant per item. Such variation to the extent of $\pm 5\%$ subject to a maximum of 25 MT shall be allowed in case the ordered quantity is more than 400 MT per Plant per item. In case the excess supply is more than the aforesaid limits, the RCDF will have full power to ask the supplier to lift it at his own cost or accept payment at any rate that is deemed fit at the discretion of RCDF. The Plants shall seek approval of RCDF for acceptance of such excess quantities by e-mailing their recommendations.
35. If last day under any supply schedule happens to be a holiday, supplies made by the bidder on next working day will be accepted by the Plant without any penalty but no haltage charges will be given.
36. Looking to the high production level, the Manager, Cattle Feed Plants may be authorized for loading/unloading of raw material/finished products during holidays and after office hours. If the circumstances permit, Plant management may get the material reaching on holiday or after office hours unloaded but the unloading/labour charges at actuals may be charged and for drawing of samples such firms will have to depute its representative on next working day.
37. If the goods supplied are not or can not be unloaded due to causes beyond control such as strike, lock out, civil disturbance, fire etc., the seller shall have to withdraw the goods at his own risk and cost and re-supply the same on date mutually agreed in writing between the two concerned parties.
38. All the supplies shall be in accordance with the specifications and terms and conditions as per registered empanelled bidding documents.
39. Special conditions for purchase of Molasses :-

Keeping in view the requirement of obtaining permit from the Excise Department as a pre requisite for arranging molasses, following special conditions pertaining to purchase of molasses shall be applicable:-

- 01- As State Excise department issues import/transport permit only in favour of Sugar mills, the registered party for supply of Molasses shall be called a Handling agent/ Merchandising agent and Sugar mill as the supplier of molasses.

- 02- The Handling agent/ Merchandising agent shall either in his offer or after issuance of purchase order prior to supply, specify the names of sugar mills from where molasses shall be supplied / transported. The Handling agent/ Merchandising agent shall have to arrange for the transport permit from Excise Authorities on its own. However, looking to the urgency or other such factors the cattle feed plant can also arrange to facilitate issue of permits on behalf of Handling agent/ Merchandising agent . The Cattle Feed Plant in such a case shall debit all expenses incurred on getting the permits issued to the Handling agent/ Merchandising agent.
- 03- The Supplier/mentioned Sugar mill shall raise bills in favour of Cattle Feed Plant. The bill of the Sugar Mills should state that the Molasses are being supplied on behalf of or through the Handling agent/ Merchandising agent against advance payment.
- 04- The Handling agent/ Merchandising agent shall lodge his claim as under:-
 (a) Cost of molasses (with original bills of concerned Sugar mills) charged by sugar mill.
 (b) Transportation charges.
 (c) Handling charges/commission.
- 05- Applicable Taxes on transportation and handling charges shall be deducted at the prevailing rates.
- 06- Payments shall be released to Handling agent/ Merchandising agent towards reimbursement of payment made to Sugar Mill for supply of Molasses & for expenses incurred on transportation and handling.
- 07- Since in the Bids rates are being sought F.O.R. Cattle Feed Plant including all taxes, import/transport permit fee etc. so as per law the Handling agent/ Merchandising agent is bound to pay all the leviable taxes viz. GST etc. as may be applicable to make the payments to Sugar mill, transporter.
- 08- For purpose of e-way bill any form/information, if sought shall be provided by cattle feed plant to the sugar mill against the bill raised by them in favour of CFP, after fulfilment of all the above conditions. In case of Rajasthan based Handling agent/ Merchandising agent, any form/information, if required shall be issued only in the name of the GST registered dealer.

41. (i) SUPPLY SCHEDULE FOR MOLASSES AND COTTON SEED DOC

SUPPLY PERIOD & RISK PURCHASE FOR MOLASSES AND COTTON SEED DOC SHALL BE AS UNDER

Exemplary/ Illustrative Bid date	Supply Period	Acceptable with late penalty @ 1% per day 5% max.	Risk purchase date
10 th of	16 th of month to 15 th	16 th to 22 nd of succeeding	25 th of succeeding

month	of succeeding month	month	month
25 th of	1 st to last day of	1 st to 7 th of next to	10 th of next to
month	succeeding month	succeeding month	succeeding month

For the quantity not supplied in time late penalty shall be imposed @ 1% per day with maximum up to 5%. For the quantities not received even after the late penalty days the goods shall be risk purchased on the days mentioned in the schedule. In case risk purchase is not made or partly made then short supply penalty of 20% of the short supplied quantity shall be imposed. The RCDF reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.

In addition to the existing clause no. 41(i), 50% of Molasses quantity will have to supplied within 10 days after receiving of NOC from concerned CFP and balance 50% quantity within due date.

In case of rejection of a particular tanker of Molasses, the quantity rejected will not be accepted/got replaced thereafter and the suppliers will be required to supply only the balance ordered quantity. The quantity rejected will be treated as short supply/unsupplied quantity and short supply compensation @20% shall be recovered by Manager (Plant) from the approved supplier.

Molasses supplier will ensure that the tanker is properly sealed and equipped with GPS live location. before dispatch. Seal number and GPS location will have to be provided to the respective Manager, Cattle Feed Plant

C. PAYMENTS

42. Ordinarily 95% payment due/undisputed bill amount (after deducting 5% of the bill value as stipulated in condition) against the supplies made strictly according to given schedule and guaranteed specification, after testing/checking conformance of the supplied material to laid down specifications, shall be released to the suppliers within 15 days after the receipt of consignments alongwith valid invoice/bill and subject to completion of all other formalities and similarly remaining undisputed payment shall be released within next 15 days (i.e. within a month's time of the receipt of consignments). Plant reserves the right to withhold due payments of suppliers in the event of further non supplies etc. to allow easy recovery of differential amount on account of likely risk purchases or short supply compensation etc.
43. Ordinarily payment will be released by RTGS/NEFT. Remittance charges on payments shall be to the account of the supplier.
44. Direct or indirect canvassing on the part of Bidder/supplier or their representative at any stage will disqualify their Bid/registration. If at any stage, it is found that the bidder has deliberately concealed some facts or has furnished wrong/misleading information, the bidder shall be liable for debarment/cancellation of empanelment and other penal actions including forfeiture of Bid Security/ Performance Security/Registration Money.

45. Equivalent to 5% of the amount from each and every bill shall be deducted for additional performance security which shall be refunded at Plant level as per terms & conditions of empanelment from after satisfactory completion of every fortnightly/monthly/weekly supply contract which shall only be released within 15 days after expiry of fortnightly/monthly/weekly supply period at plant level after considering the performance and recovery of dues, penalties if any. Thus, the total security amount shall be 5% of the value of the goods.
46. Any amount that still remains un-recovered at Plant level in lieu of LD/penalties/compensation/quality deduction/ differential amount of risk purchases or on account of excess payment if made at any time etc. shall be recovered from Performance Security/Registration Money with RCDF after receiving information from the Cattle Feed Plant concerned. The notice to such effect shall be issued to the Firm concerned by Cattle Feed Plant and the registered empanelled bidder/supplier shall immediately remit such amount to RCDF/CFP immediately failing which he shall stand debarred from future participation in the fortnight Bids till the amount is not made good.

D. PENAL PROVISIONS

47. The supplies shall be made strictly as per given specifications and as per time schedule given under the purchase order/approval letter. In case of failure of the firm on these accounts, the RCDF/Manager, CFP with the permission of MD, RCDF shall be at liberty to purchase goods from alternate sources at the risk and cost of the such defaulter approved supplier without giving any notice and the supplier would be under obligation to make good the losses caused to the RCDF on such account. The RCDF/CFP shall be free to recover the loss caused from the sum payable to the supplier from any of the Cattle Feed Plants of RCDF/Milk Unions/ Bid Security/Performance Security/Registration Money available at RCDF under the same contract or any other contract or by any other recourse including the legal one to recover the loss so caused to RCDF/CFP/Milk Unions.
47. (A) For purpose of risk purchases, shortfalls shall be assessed by the cattle feed plants on weekly basis out of the total supply period, on the scheduled risk purchase Bid date & the Bid shall be conducted by Manager, CFP from empanelled/open bidders through www.eproc.rajasthan.gov.in website at the cattle feed plant level as per procedure. The quality parameters/specifications shall remain unchanged. In case risk purchase day is holiday, the Bid shall be conducted on the next working day. The order for the quantity to be finally risk purchased shall be placed after deduction of the receipts up till the issuance of risk purchase order date.

Schedule of risk purchase and supply schedule of risk purchase quantity shall be as per bid date as under:-

Exemplary/ Illustrative Bid date	Risk purchase Bid date	Risk purchase Bid finalization date	Supply period	Supply period with 2% Liquidity damage (LD) per day with a max. upto 10% LD
25 th of month	8 th of succeeding month	Up to 12 th of succeeding month	Up to 5 days from the date of purchase order	7 days after the expiry scheduled supply period

	16 th succeeding month	Up to 20 th of succeeding month	Up to 5 days from the date of purchase order	7 days after the expiry scheduled supply period
10 th of month	23 st of month	Up to 27 th month	Up to 5 days from the date of purchase order	7 days after the expiry scheduled supply period
	1 st succeeding month	Up to 5 th succeeding month	Up to 5 days from the date of purchase order	7 days after the expiry scheduled supply period

Intimation in respect of weekly risk purchase, if any, shall also be sent by the plant to the firm in whose account such purchases are booked. Once the risk purchases are effected in this way approved suppliers will have no right to compensate the short supplied quantities during the succeeding period. In case he does so plant will be free to return the consignment or accept the material and charge liquidity damages @ 2% per day with a maximum of 10% without losing the right to recover differential amount of risk purchase. Once the orders for risk purchase are placed on any registered firms, all terms and conditions of this Registration document (except for further provision of risk purchase) shall apply on them. ***In case of default 20% compensation on short supply shall be recovered from them. The habitual defaulters may also be debarred from further participation in fortnightly/ monthly/weekly Bids or even black listed forever.***

47. (B) In case if risk purchase is conducted, then only higher of the either amounts i.e. either the amount of risk purchase penalty or the amount of short supply penalty, on the quantity finally remaining short, shall be recovered from the defaulting supplier.
47. (C) (i) **For the purpose of fortnightly bids**

Supply schedule would have to be adhered to. 60% of the total ordered quantity in the first week and 40% of the total ordered quantity in the second week.

In case of failure, the liquidity damages shall be imposed @ 2% per day with a maximum up to 10%, in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.

In case the approved quantity of any item is less than 100 MT, the delivery period of the item would be only 7 days instead of 15 days..

In case the supplier fails to supply the complete accepted quantity continuously in two consecutive supplies, than the firm shall be debarred for taking participation in next two cattle feed raw material tenders

In case of receipt of raw material in loose bags, the same will be rejected.

47 (C) (ii) For the purpose of monthly bids:-

Weekly supply schedule would have to be adhered to. In case of failure to supply 25% of the total ordered quantity in the first week, 25% in the second week, 25% in the third week and 25% of the total ordered quantity in the fourth week, the liquidity damages shall be imposed @ 1% per day with a maximum up to 5%, in case risk purchase is not conducted. In case of the weekly supplies no late penalty/short supply penalty/ risk purchase shall be imposed/ made if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT. Further in case risk purchase is not made or partly made then short supply penalty of 20% of the value of short supplied quantity shall be imposed. The RCDF/Plant reserves the absolute right of either making risk purchases in part or full and / or to impose 20% short supply penalty on the quantity remaining short supplied even after risk purchase.

47 (D) The registered firms are required to regularly participate in the Bids. Their performance in this regard shall be reviewed after every six months.

48. *Supplier's failure to supply material of given specifications and within the time schedule given causes uncalled for interruption/rescheduling/ avoidable hiccups in smooth production even though the material is arranged through risk purchase. Such failure of the party shall call for following penal actions: -*

- i. *On the occurrence of **first instance** of risk purchase within a financial year the supplier **no action regarding debarment in the next fortnightly tender would be taken against the supplier.** Warning letter will be issued regarding action as per registration terms & conditions in case of further default. Other penal actions as per tender terms and conditions shall be taken.*
- ii. *On the occurrence of **second instance** of risk purchase within the same financial year – the supplier shall be debarred from participation in the next **bids for one month.***
- iii. *On the occurrence of **third instance** of risk purchase within the same financial year – the supplier shall be debarred from participation in the next **bids for two months.***
- iv. *In case a party in whose case **four occurrences** of risk purchase takes place in any financial year, such a firm would be debarred from participations in the Bids for the rest of the period of the concerned financial year and the firm shall be permitted to participate in the Bids from the subsequent financial year.*

For the purpose of above sub-clauses (i), (ii) & (iii) the occurrence shall be reckoned Bid wise for each Plant. For example, if a Bidder's rates are approved for three Plants against a Bid and two plants have to resort to risk purchase then such occurrences of risk purchase shall be counted as one occurrence. Thus the occurrence of risk purchase shall be counted Bid wise for

*all Plants in the aforesaid manner. Similarly, if risk purchase is made for more than one item at a Plant against any particular Bid the occurrence shall be counted as **one**.*

49. In case for any reasons risk purchase has not been made and the party requests RCDF/Plant for late delivery of the material then supplies maximum by 7 days beyond the stipulated last date of weekly supply period only can be allowed with imposition of late penalty @ 2% per day subject to a maximum of 10%.
50. It is important that all Registered Firms must supply material conforming to specified guaranteed quality against each order without RCDF/ Plant having to apply rebate provisions. In case the material supplied is found to be of Rejection quality & accordingly not accepted by RCDF/ Plant the supplier must immediately make arrangements to lift back the material. All expenses and/or loss caused to RCDF as a result of rejection or replacement of supply shall be entirely borne by the supplier. In any case, the rejected supplies must be removed by the supplier within 10 days of the date on which the communication is sent by the plant by e-mail and/or e-mail failing which the goods shall be returned at supplier's address at his risk and cost or shall be disposed off by Plant Managers as deemed fit by them. However, Federation/ C.F.P. shall in no case be responsible for any loss/ shortage/ damage/ theft/fire etc. that may occur during the storage period. Goods received at the Plant but rejected shall straight away be treated as non-supply for purpose of risk purchase or assessing non-supply etc.
51. (i) The act of supplying Rejection quality material may also call for penal actions. For this purpose the performance of various registered/ empaneled suppliers at each Plant shall be evaluated.

(ii) The following table shall be considered of the quantity to be supplied in a particular purchase order is rejected due to quality, the supplier shall be barred from participation in next four tenders.

Supplied quantity range (in MT)	Rejection %
Less than 200 MT	50%
200-500	40%
500-800	30%
More than 800	25%

Also, penalty of Rs. 10000/- per truck, of material which has been rejected, will be imposed.

In case of supply of adulterated cattle feed raw material in any raw material tender. In that case, the supplier shall be debarred for participation in the next six raw material tender. The decision taken by MD, RCDF shall be final in recommendation of CQCL, RCDF Jaipur.

52. No late penalty, however, shall be imposed on supplier on supplies which arrive at the Plant and report at the security gate of the Plant on a particular date but the material is unloaded on the next day or later.
53. ***Short supply compensation upto the maximum 20% shall be recovered by Manager (Plant) from the approved supplier for the quantity of material which approved supplier ultimately***

fails to supply or which remains unfulfilled even after resorting to risk purchase over the quantity ordered for the schedule periods. No short penalty/rate difference shall be imposed if the supplies are to the extent of $\pm 5\%$ of weekly quantity subject to a truck load not exceeding 15 MT for the weekly quantity up to 400 MT and 25 MT for the weekly quantity of more than 400 MT.

E. GENERAL

54. As soon as the bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or e-mail, the Federation shall hold no responsibility on account of any delay at any stage or for loss of offer/s approval of rates/purchase orders etc. in any other way. Communication made from RCDF in the Form of E-mail or registered post having valid despatch no. and date will be treated valid and binding on the bidders for all legal purposes.
55. The terms and conditions of purchase mentioned in empanelment/ registration bidding documents shall be applicable on any other seasonal/ bulk/ emergency/ risk purchases that are made at Cattle Feed Plant level or RCDF level from the empanelled registered supplier over and above the fortnightly/monthly/weekly Bid process. In case of seasonal/ bulk requirements separate intimation giving details in respect of approximate quantity period of supply and date for receiving offers, shall be given to empanelled registered supplier through e-mail/registered post.
56. RCDF reserves the right to rectify any human clerical/ typing mistake at any point of time without entertaining any objection or claim from the side of supplier.
57. All legal proceedings shall have to be lodged within the jurisdiction of respective cattle feed plant like Ajmer, Bikaner, Jodhpur, Nadbai, Lambiyakalan, Kaladera and Pali and or any other Cattle Feed Plant of RCDF/RCDF affiliated Milk Unions. If any dispute arises from or out of their contract, the courts situated at respective place of the Plants/Milk Unions alone shall have jurisdiction to the exclusion of other courts anywhere.
58. (i) Direct or indirect canvassing on the part of Bidders or their representative shall disqualify their bids.
- (ii) Supplier may be disqualified, banned or suspended from business during the rate contract, if :-
- a. fails to execute a contract or fails to execute it satisfactorily ;
 - b. no longer has the technical staff or equipment considered necessary ;
 - c. is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
 - d. The firm is suspected to be doubtful loyalty to state.
 - e. The State Bureau of Investigation (SBI) or any other investigating agency recommends such a course in respect of a case under investigation.

59. RCDF also reserves the right to add/delete/amend any condition at any stage under proper intimation to concerned registered empanelled firm and the same shall be considered binding on the registered empanelled firm from the period following such intimation.

60. No standing performance security shall have to be deposited by Govt./Apex Coop. Federation.

If, M.D., RCDF Ltd., Jaipur is prima- facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.

No action on the letter head of the Bidder /firm regarding any complaints against the RCDF/CFPs/Milk Unions will be considered unless the letter head bears the signature of the Bidder or the authority higher than the bid signatory of the firm.

If any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated/vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action as per provisions of RTPP Act and Rules along with disqualification, banning, suspension etc. for limited or unlimited period.

Bidders are required to submit required information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.

61. ***If there is any requirement of change of destination, RCDF is having a right to change the supply destination from one cattle feed to another. The extra cost of transportation will be borne by the receiving cattle feed plant.***

Signed and Seal affixed in token acceptance of all above terms and conditions unconditionally.

Signature
Name
In the capacity of
Firm

SECTION –VII (B)
SPECIAL CONDITIONS OF
CONTRACT (SCC)

SPECIAL TERMS AND CONDITIONS RELATED TO QUALITY/REBATE OF RAW MATERIAL FOR REGISTERED EMPANELMENT BIDDER.

1. The given percentage composition/ proximate analysis of the various raw materials holds good on moisture free basis and not on as such basis.
2. All certificates should be valid on the date of submission of bids and issue of supply order.
3. Raw materials must be fit for live stock and poultry feeding.
4. De-oiled cakes and extractions should be the product of continuous processing plants.
5. Material supplied within a bag or between different bags must be of uniform quality both on the basis of gross examination as well as on the basis of chemical analysis.
6. If the material supplied is found to be of inferior quality as compared to given guarantee specifications RCDF /Plant will have the option either to reject the material, all together or to accept the same at reduced rates determined by RCDF/Plant on the basis of given rebate schedule.
7. Generally, the material will be rejected/redirected as soon as the short fall in quality exceeds the acceptance limits laid down under the relevant schedules.
8. Rebate for different quality indexes/ are summative in between the two/ more than 2 stages.
9. Any quality characteristics not covered under given rebate schedule but are found suffering in any aspect shall be dealt with suitably according to the discretion of the RCDF in consultation with concerned cattle feed plant for the purpose of total rejection or imposing additional deductions.
10. The salt content in fish meal should not exceed 8% level on Dry Matter basis.
11. Raw material in general and cakes in particular should be free from Caster/ Mahue/ Karang/ Neem/ Katili Cake etc.
12. In case of items where specification have not been laid down/indicated by RCDF, available specification of BIS, ICAR, NDDB or other sister State Dairy Federation/ Milk Unions in the given order of preference shall be considered binding on the supplier.
13. RCDF reserve the right to add any new parameter of quality especially in relation to New Toxic Principals as and when felt necessary and that will be binding on supplier.
14. All material supplied by Firms must be fresh and free from harmful toxic principles, adulterants, insects, fungus, pesticides residue, pathogenic micro organisms including their spores, musty/ stale/ objectionable/ abnormal odour/ sour/ rancid/ unnatural taste;

Abnormal Colour; extraneous matters in the form of dust, or grossly detectable foreign bodies; unwanted chemical; biological deterioration i.e. rancidity, fermentation putrefactions and charring etc. and lumps. In case the Incharge of the Cattle Feed Plant is not satisfied on account of above stated parameters of quality he will have the option either to reject the sub-standard material or accept the same at reduced rates.

15. If the quality of material supplied is found superior in respect of any index, no premium shall be allowed.
16. The results of analysis of samples specially when there is a case of total rejection or short fall in quality shall ordinarily be communicated to the supplier from the plants by the 7th day (or next working day in case holidays) after the receipt of goods at the plant. However, firms will have to live with the delay occurring on account of circumstances beyond the control of plant's management.
17. Looking to the high production level, the Manager, Cattle Feed Plants may be authorized for loading/unloading of raw material/finished products during holidays and after office hours. If the circumstances permit, Plant management may get the material reaching on holiday or after office hours unloaded but the unloading/labour charges at actuals may be charged and for drawing of samples such firms will have to depute its representative on next working day.
18. After arrival of goods in the plant premises four bags shall be randomly drawn and emptied for gross inspection to evaluate general quality and characteristics/defects i.e. foreign body, lumpiness infestation, wetness, deterioration/damage, foul odour and abnormal taste/colour or the uniformity in the quality of the material supplied within a bag or between different bags in respect of quality of packing. After conducting such gross inspection, if competent officer become convinced that material supplied is of substandard quality, he can order to redirect the consignment without unloading or if it has been unloaded partially or wholly, after reloading the goods in the original truck at the risk and costs of supplier. In such events, a representative sample is required to be drawn sealed and preserved at the plant as usual to subsequently testify the propriety of such of such action.
19. If the consignment passes in the inspection test a representative sample from 10 to 100 percent bag shall be drawn according to standard procedure by the plant staff under the supervision of Quality Control Section of the Plant or any other officer as may be assigned by the Incharge, Plant at the time of the unloading of goods at the plant. If the supplier so desires, he can depute his authorised representative to associate with the work of sampling and sealing etc. failing which truck driver will be involved in the task and will be deemed as representative of supplier for legal purposes. The re-sampling of raw material shall be done with the permission of MD, RCDF only.
20. The representative sample as drawn above will be divided into 2 identical parts labelled and sealed by the Incharge, Quality Control Section and representative of supplier if any under joint signature. One sealed sample is sent to Plant laboratories for routine testing as per standard procedure and the remaining sample is kept preserved with the Manager Plant.

21. Ordinarily the results of Plant analysis will be communicated to the supplier at the time of the personal visit or through post by 7th day after receipt of material.
22. As soon as full or part payment in respect of any consignment is accepted by the supplier, it will be presumed that the results of the analysis obtained at Plant laboratory has been accepted by the Firm concerned entitling plant to destroy the second preserved sample and supplier will have no right to raise any dispute in respect of quality and he shall be legally and fully stopped from raising dispute in any Forum or Court whatsoever.
23. If the findings of the plant analysis in respect of one or more than one index of quality are not acceptable to the supplier, the later can lodge a written request within 7 days with the plant concerned to get 2nd test of second preserved supplier's sample done from independent laboratories. The test result of the aforesaid second sample obtained from the Lab shall be final and binding on both the parties i.e. RCDF and the suppliers.
The sample shall be sent by RCDF to any one of these laboratories namely National Dairy Development Board Laboratory, Anand or Shri Ram Test House, New Delhi or Indian Veterinary Research Institute Lab., Izat Nagar or National Dairy Research Institute Lab. Karnal or Italab, Mumbai. Central Quality Control Lab (CQCL) of RCDF can also pick up samples apart from random sampling by CQCL.
24. Payment of fee in respect of 2nd test, if any, shall be to the supplier's account.
25. All responsibilities on account of delay due to dispute in analysis will be borne by supplier.
26. No reanalysis will be allowed for contents of moisture.
27. Supplier will have no powers to challenge rejection of imposition of additional rebate by the Plant on the basis of deviation in gross quality characteristics.
28. 1:1 notation in respect of rebate means deduction in payment @ 1 percent for every one Unit variation in percentage composition over the percentage composition indicated under previous stage cut. Similarly 1:1½ notation in respect of rebate means deduction @1½ percentage for every one unit variation in percent composition indicated under the previous stage of cut.
29. The bidding process shall be subject to the provisions of the Rajasthan Transparency in Public Procurement Act and Rules made there under.

Date :

Accepted and signed.

Signature

Name

Capacity

Firm

Signature of the Applicant
In acceptance of the above
Registration Document 2025-26

SECTION-VIII

Contract Forms and Performance Security

**DRAFT OF AGREEMENT FOR SUPPLY OF CATTLE FEED RAW
MATERIALS BETWEEN EMPANELLED BIDDER AND RCDF
(TO BE SUBMITTED BY THE SUCCESSFUL BIDDER)**

Between
Managing Director,
Rajasthan Cooperative Dairy Federation Ltd., Jaipur,
Saras Sankul, JLN Marg, Jaipur-302017
and
[Name of the Bidder]
Dated:

AGREEMENT

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

1. An agreement made this _____ day of _____ between M/s. _____ hereinafter called “approved Bidder/Registered Empanelled Supplier” which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Rajasthan Cooperative Dairy Federation Ltd. (hereinafter called “the Federation” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Bidder/Registered Empanelled Supplier has agreed with the Federation for supply of **Cattle Feed Raw Materials** in the LOI/LOA/RAL/purchase order issued/are issued from time to time vide letters of federations/CFPs/Milk Unions No. _____ dated _____ and in the manner set forth in the aforesaid order and the Bid Document/Registration form prescribed by RCDF.
- 3(a) And whereas the approved Bidder/Registered Empanelled Supplier has deposited a sum of Rs. _____ in form of BC/DD/BG/e-BG as Registration Money for the due performance of the agreement.
- 3(b) And whereas the approved Bidder has agreed:
 - (i) to keep the Registration Money with the Federation in form of BC/DD/BG/e-BG for contract period or such extended period so as to cover the period of performance of contract i.e. for **supply of Cattle Feed Raw Materials** as per the Bid Document/LOI/LOA/RAL/purchase order.
 - (ii) that no interest shall be paid by the Federation on the performance security deposit/Registration Money.
 - (iii) that in case of breach of any terms & conditions of the aforesaid supply of **Cattle Feed Raw Materials** as per Bid Document/LOI/LOA/RAL/purchase order of this

agreement by the approved Bidder, the amount of the performance security/Registration Money shall be liable to forfeiture in full or part by the Federation.

NOW THESE PRESENT WITNESS

1. In consideration of the payment to be made by the Federation at the rates set forth in the respective Rate Approval Letters/LOI/LOA/RAL/purchase order, the approved Bidder/empanelled bidder/registered bidder will duly supply **Cattle Feed Raw Materials** against the purchase orders issued in the manner set forth and within the period stipulated in the conditions of the Bid and order.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a) The Notice Inviting application for registration/empanelment
 - b) Instructions to Bidders/Applicants for empanelment
 - c) Bid Data Sheet
 - d) Schedule of Supply
 - e) General and Special Conditions of Contract
 - f) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier
 - g) LOI/LOA/RAL/Purchase Order and condition of aforesaid Purchase Order and also any subsequent amendment as may be issued by the Federation will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. That all the terms and conditions of the Bid Form/Registration Form/form for empanelment including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder.
4. The mode of payment will be as specified in the Bid documents. Supply of **Cattle Feed Raw Materials** shall be completed in the manner and time specified in the LOA/RAL/purchase order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/RAL/purchase order, the conditions of liquidated damages for late completion of work as stipulated in the aforesaid Bid Document/LOA/RAL/purchase order/contract shall be enforced.
5. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts situated within the jurisdiction of respective cattle feed plant/milk union.

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

SIGNATURE OF THE
APPROVED SUPPLIER:

SIGNATURE FOR AND ON
BEHALF OF the Federation:

Witness No.1

Witness No.1

Signature : _____

Signature: _____

Name : _____

Name : _____

Address : _____

Address : _____

Witness No.2

Witness No.2

Signature : _____

Signature : _____

Name : _____

Name : _____

Address : _____

Address : _____