

Tender ID No.: 2016_RCDF_29363_1

TENDER DOCUMENT
FOR SUPPLY OF
LAMINATED KRAFT PAPER
BAGS FOR SMP 25 kg
ON RUNNING RATE CONTRACT
BASIS
FOR THE YEAR 2016-17

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
“SARAS SANKUL”, J.L.N. MARG, JAIPUR – 302 017.
Ph. No.2702501-08 : Telefax 0141-2710209 : Website : www.sarasmilkfed.rajasthan.gov.in
E-mail : pur-rcdf-rj@nic.in

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No.RCDF/GM (Pur)/F.(Pkg.Material)/2016/9/

Dated : Feb.2016

NOTICE INVITING TENDERS

E-tenders are invited from bonafide manufacturers or their authorized suppliers for the supply of following materials at website <http://eproc.rajasthan.gov.in> as per details given in the tender documents available therein. The tenders can be submitted up to 5.00 PM on 09.03.2016 and shall be opened 11.30 AM onwards on 10.03.2016. Requisite tender fee, EMD and tender processing fees as mentioned in the tender documents must physically reach this office by 5.00 PM on 09.03.2016 failing which the tenders shall not be considered. Tender forms can also be viewed/downloaded from our website www.sarasmilkfed.rajasthan.gov.in and www.sppp.rajasthan.gov.in i.e. SPP Portal. Each item shall be considered as separate and independent and decided accordingly. M.D., RCDF reserves the right to accept or reject any or all tenders in part or full without assigning any reason thereof.

S. N.	Name of items	Estimated Annual requirement	Tender ID No	Approx Value (Rs. in lacs)	Technical Bid opening date
1.	Ghee Tin 5 litre (in nos.)	218500	2016_RCDF_29359_1	80.85	10.03.2016
2.	LDPE Liner for 25 kg SMP (in kg)	81800	2016_RCDF_29360_1	103.07	10.03.2016
3.	Metalised Paneer Pouches for 200gm/1kg (in kg)	35300	2016_RCDF_29361_1	77.66	10.03.2016
4.	Dahi Cup 200 gm (in nos.)	28200000	2016_RCDF_29362_1	282.00	10.03.2016
5.	KP Bag for 25 kg SMP (in nos.)	764000	2016_RCDF_29363_1	206.28	10.03.2016
6.	Steam Coal (in MT)	3500	2016_RCDF_29364_1	220.50	10.03.2016
7.	Milk Plastic Crates (in nos.)	271650	2016_RCDF_29365_1	565.03	10.03.2016
8.	Vitamin AD2 (in kg)	11001	2016_RCDF_29366_1	80.00	10.03.2016

(S.K. Mahajan)
General Manager (Purchase)

(Signed & Sealed by the tenderer
in token of acceptance of above)

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A check list of documents required to be submitted

(Each Tenderer is required to upload the required documents failing which the tender will become liable for no further consideration/evaluation)

Sr. no.	Particulars	Cover
1.	Whether manufacturer if yes please attach scanned copy of manufacturing licence.	Cover-A
	If no, manufacturer's authorization form be uploaded as per Section I.	Cover-A
2.	Attach scanned copies of experience of past performance of supplies of similar nature within the past two years as per Schedule I of Section II. (Attach copies of Purchase Orders & performance certificates).	Cover-A
3.	Submit details of current supply orders in hand and other contractual commitments, if any, as per Schedule II of Section II. (Attach copies of Purchase Orders).	Cover-A
4.	Enclose scanned copies of Manufacturing Trading Account and Balance sheet for last two years. (Summary only)	Cover-A
5.	Attach scanned copies of IT returns submitted for the previous One year.	Cover-A
6.	Submit scanned copy of Registration certificate of VAT	Cover-A
7.	Submit scanned copy of acceptance of tender document and specifications in the enclosed format given at Annexure-I.	Cover-A
8.	Submit scanned copy of duly filled Annexure-I (A) in the enclosed format on the firm's letter head. Also please upload a photocopy of a cancelled cheque of the account given for RTGS.	Cover-A
9.	Submit a scanned copy of BIS certificate / Licence for the tendered item, if required, as in case of 15 lit. ghee tin, Aluminium Milk Cans etc.	Cover-A
10.	Submit the rate statement in the prescribed format given in the tender	Cover-B

SPECIAL NOTES – Section - I

1. **EARNEST MONEY :**

The tenderer is required to submit EMD as mentioned in the tender document under point no.2.7(1).

2. **TENDERING PROCEDURE**

Bids are required to be submitted in two parts - Cover-A & Cover-B as described below:

- (a) This tender is an e-tender. Consequently offline submission of tender documents other than Demand Drafts is not allowed. All the terms & conditions may be read and interpreted in this light. Only offline submission of DD's towards tender fee, tender processing fee, EMD is required. These are required to be sent by post so as to reach the office of General Manager (Purchase) , Rajasthan Co-operative Dairy Federation Ltd. "SARAS SANKUL" Jawahar Lal Nehru Marg, Jaipur-302017 before the tender opening date & time.
- (b) **The tender form is not required to be submitted at the time of e-bidding. In lieu of the same a acceptance letter accepting the tender in its entirety in the prescribed format enclosed at Annexure-I is required to be submitted on the Company letter head. In addition self attested photocopies of all the documents required for fulfilling the eligibility & qualifications criterion are also required to be scanned and submitted with the e-bid.**
- (c) No telegraphic / telephonic / telex / Fax tenders shall be considered. Further the tenderer may please note that the successful tenderer would be required to submit a duly sealed & signed hard copy of the tender form along with the security deposit, agreement etc. upon award of rate contract
3. After verification of EMD deposit Technical bids shall be opened and EMD details & technical details read out to the bidder's representatives. Price bids shall not be opened immediately.
4. The technical bids shall be scrutinized for confirming that the technical details including samples, wherever applicable, are as per the specifications given in the tender. Wherever samples are required to be submitted, the tenderers should strictly follow Clause No.15 of the tender documents which deals with submission of samples and testing thereof failing which the tender may not merit any further consideration.

5. In case it is necessary to obtain revised prices from the bidders on account of evolving technical parity the same shall be done by asking all the concerned bidders to submit the revised price bids in sealed covers and the earlier price bids will become invalid.
6. The date of opening of price bids shall be notified to all qualified tenderers. The price bids shall be opened in the presence of the representatives of the qualified tenderers who wish to be present. Normally one representative per qualified tenderer shall be allowed.
7. The rate is to be quoted only in the prescribed XLS Sheet (BOQ) available in the tender. Any tampering in the said BOQ would make the tender liable for rejection.

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
“SARAS SANKUL” J.L.N. MARG, JAIPUR – 302 017.

General Terms & Conditions of the tender

1.0 PREFACE

1.1 Tenders for supply **Laminated Kraft Paper Bags for SMP 25 kg.**

1.2 The Rajasthan Co-operative Dairy Federation invites sealed competitive bids from the bonafide manufacturer for the following strictly in adherence to the detailed specifications stipulated in the schedule of this tender.

1.3 The Managing Director, Rajasthan Co-operative Dairy Federation reserves the right to reject any or all the tenders in full or part thereof which in his opinion justifies such action without further explanation to the tenderers.

2.0 **TENDERING PROCEDURES:**

2.1 The tenders should be sent by Registered post with acknowledgement due so as to reach the General Manager (Purchase), Rajasthan Co-operative Dairy Federation Ltd., “Saras Sankul”, J.L.N. Marg, Jaipur-302 017 not later than as mentioned in the NIT published. Alternatively the tenderers or their agents can also submit their tenders personally at the office of the Rajasthan Co-operative Dairy Federation Ltd., ‘Saras Sankul’, J.L.N. Marg, Jaipur-302 017 and obtain the acknowledgement latest by the time and date mentioned in the NIT published.

2.2 The tender must be submitted, strictly as per the Special Notes – Section – I & Section-II as well as Annexure I(A) & I(B) to the tender i.e. form of tender.

2.3 **The tender thus prepared should be put in properly sealed cover and super-scribed giving the tender reference number and date of opening. The covers should bear address of Rajasthan Co-operative Dairy Federation Ltd; Jaipur. Only one tender should be kept in one cover. In case more than one tender is kept in a cover, all the tenders thus kept shall be liable to be ignored.**

2.4 No responsibility shall be taken for the premature opening of the tender which is not properly addressed and identified.

2.5 No tenders/rates by way of Fax/Telegram/Telephone/Telex etc. will be accepted/considered unless RCDF specifically asks for rates through such mode of communication.

2.5(1) Rates must be quoted F.O.R. Milk Unions anywhere in Rajasthan. After issue of letter of approval RCDF at its sole discretion can delete or add any destination/unit to the approved party. Quantity anticipated (which may vary substantially on either side) is indicated in the NIT/Annexure-C. The tenderer is required to quote only one rate on FOR milk union anywhere in Rajasthan basis. RCDF can allot one or more than one union to one or more than one supplier(s) at its sole discretion. **It is pertinent to mention that if tenderer does not quote only one rate on FOR milk union anywhere in Rajasthan basis and quotes rate for specific/particular milk union, the tender of such tenderer shall become liable for rejection at the sole discretion of RCDF.**

2.5(2) The rate must be offered against the specified packing item. The net rate must be inclusive of all charges and any other levies or duties etc. chargeable on the products. Octroi where ever applicable will be paid extra over the net rate. Octroi shall be paid on actual basis at milk unions on producing octroi receipts.

The rates quoted should remain open (valid for acceptance) for a minimum period of four months from the date of opening of Bid.

2.5(3) Since the Milk Unions are eligible to issue C Form (if applicable), Sales Tax will be payable at the concessional rate prevailing during the period of the tender.

2.5(4) Sales Tax, Entry Tax, Excise Duty, Surcharges and any other type of duties/ taxes as prevailing upto the date of submission of rates must be included in the net FOR Rate. These however should be shown separately, So that in the event of any change in these charges by the Government (State or Central), the same will be considered for increase/ decrease over the net FOR rates. However the increased excise duty/ sales tax/ other taxes due to change in slab on higher turnover shall be payable by the tenderer.

2.5(5) The rate should confirm as far as possible to the packing unit mentioned in the list and different rates for difference packing should be avoided. Further, only total price should be offered against the specified item. However, the details of the cost of the item may be shown separately on item wise basis and it's entirely upto the Federation to give any consideration to the same. Approval of rate will be for the item as a whole as specified in specification.

2.5(6) The rate must be written both in words and figures. There should be no erasures and/ or over writings. Corrections, if any, should be made clearly and initialled with date. In case if there is variation observed in the rates in between words & figures, the lowest rate shall be considered.

2.5(7) The validity of Letter of Approval can be extended upto 3 months or less with mutual consent. The tenderers are required to note that purchase orders released by the Milk Unions/Units 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.

2.5(8) The words 'No Quotation' should be written across any or all the items in the list which a tenderer does not wish to tender. Any change or insertion of any other conditions or stipulations of blanks in the above terms of supplies are not allowed and if found so, shall render the tender liable to be rejected without notice.

2.5(9) Supplies are required to be made direct to the various Unions/Units of RCDF within 30 days from the date of receipt of orders or as settled with the Tenderer or as provided in acceptance of tender and letter of approval.

- 2.5(10) The above period of execution will be counted from the date of receipt of orders. Liquidated damages 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.
- 2.5 (11) It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and specifications. Various Milk Unions/Cattle Feed Plants get the quality of materials supplied by various firms tested through the Central Quality Control Lab (CQCL) at RCDF, Jaipur.
- 2.5 (12) The quantities to be allocated shall be subject to various other provisions given in the tender document. However, the maximum quantity allocated shall not exceed the quantity offered for which earnest money has been deposited.
- 2.5 (13) RCDF reserves the right to select one or more firms for supply of tendered item(s) for operational flexibility, consistent and regular supplies etc.. Normally this shall be done 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 tenderer. Such ratio could be 65:35 - higher/greater part being that for the lowest. RCDF may decide to allot lower quantities to tenderers whose supplies as approved suppliers have not been consistently found to be conforming to the quality/service and specifications during the past contracts.
- 2.5 (14) RCDF also reserves the right to approve more than one supplier at different rates. The party other than the lowest shall be termed as alternate supplier(s). Purchase Orders on such alternate supplier(s) shall be placed on failure of the first party on account of non-conformance to the prescribed quality/services/ other terms & conditions as given in the tender/Rate Approval Letter. This shall be deemed risk purchase as given in Point No. 2.20 and provisions given therein shall apply accordingly.

LEGAL COMPETENCY OF SIGNING THE TENDER

- 2.6 Individual signing the tender or other documents connected with this tender must specify whether he signs as:-
- (a) 'Sole Proprietor' of the firms or constituted attorney of such proprietor.
 - (b) The partner of the firm, if it is a partnership firm in which case, he must have authority to refer to arbitration disputes pertaining to business of the partnership either by virtue of the partnership deed or by holding the power of attorney.
 - (c) Constituted attorney of the firm if it is a company.

NOTE

1. In case of (b) above, a copy of the partnership deed or general power of attorney duly attested by a Notary Public should be furnished or an affidavit on stamp paper of all the partners admitting execution of the partnership deed of the general power of attorney should be furnished.
2. In case of partnership firms, where no authority to refer disputes concerning to the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
3. A person, signing the Tender Form or any documents constitutes an integral part of the contract, or on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing has no authority to do so, the buyer may without prejudice to other civil remedies, terminate the contract and hold the signatory liable for all costs and damages.
4. RCDF & Milk Unions shall have the fullest liberty to notify the defaulting firm to Business/Trade Associations/Public Sector undertakings/ autonomous bodies and the like about the default and breach of contract committed by a firm giving out names of the partners of the firm. A register is intended to be maintained for such defaulting firms and their partners.

2.7 EARNEST MONEY DEPOSIT:

- 2.7(1) Earnest money as mentioned hereunder for the quantity offered by the tenderer during one year must accompany the tender.

EMD Amount (in Rs.)

- If qty. offered by tenderer is up to 50% of the tendered qty. Rs. 2,00,000/-
- If qty. offered by the tenderer is above 50% of the tendered qty. Rs. 4,00,000/-

The earnest money shall be required to be paid by a crossed demand draft in favour of Managing Director, Rajasthan Co-operative Dairy Federation Ltd., drawn on any scheduled or nationalized bank in India, payable at Jaipur. The tenders accompanied by cheques instead of demand draft towards earnest money will not be considered. **Alternatively EMD can also be furnished in the form of Bank Guarantee of a scheduled bank valid for a minimum period of six months from the date of opening of tender.**

In addition tender processing fees of Rs. 1000/- payable by demand draft in favour of Managing Director, RISL (payable at Jaipur and non- refundable) and tender fees Rs.400/- for each item separately, payable by demand draft in favour of RCDF Ltd., Jaipur (payable at Jaipur and non-refundable) are also required to be submitted along with the tender failing which the tender will be summarily rejected.

2.7(2) Any tender whose tender fee, tender processing fee & EMD as stated above does not reach this office before the tender opening date & time is liable to be summarily rejected. Earnest money of unsuccessful tenderers will be returned within 120 clear days from the date of opening of the tender

2.8 The tenderers should state herein the complete address to which the orders, notices and further correspondence pertaining to the tenderer and agreements are to be sent. Any correspondence made by the RCDF/milk union at the address given herein shall be deemed to have been delivered to the party. Any change in the address thereafter must be notified to the Managing Director, Rajasthan Co-operative Dairy Federation Ltd; Jaipur and the concerned milk unions and a copy in confirmation of RCDF/milk union having recorded change in address be obtained in writing from RCDF/milk union. In absence of such confirmation the correspondence made on the address given herein shall be valid once the confirmation is issued by RCDF/milk union subsequent correspondence shall be sent to the new notified address.

Address: _____,
_____,
_____.

Telegraphic Address: _____

Phone No. _____ Fax No. _____

E.Mail: _____ Mobile No. _____

Name of Contact Person: _____

2.9 The tenders received earlier shall be opened on scheduled date and time at the office of the Managing Director, Rajasthan Cooperative Dairy Federation Ltd; Jaipur. The tenderers or their accredited agents if they wish so will be allowed to be present at the time of opening of the tender.

2.10 Negligence on the part of the tenderer in preparing the tender confers no right to withdraw the tender after it has been opened.

2.11 The specifications, conditions, schedules drawing of the tender constitute an integral part of the tender.

2.12 All tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totalling, or other

discrepancies or which contain over writing in figures or words or corrections not initialled and dated will be liable to rejection.

- 2.13 In the case of substantial non-conformity with the specifications or if it contains any inadmissible reservations seen or other wise, in contravention to the spirit and letter of the tender documents such tenders shall be summarily rejected.
- 2.14 The successful tenderers will have to execute a contract in prescribed form with Rajasthan Cooperative Dairy Federation Ltd; Jaipur and deposit a security as mentioned below for the performance of the contract immediately after the acceptance of the tender is communicated by the party.

The security will be refunded if otherwise found to be qualifying for refund within six months from the date of expiry of contract. No interest will be paid by the RCDF on such security amount. In case of breach of any terms and conditions of the contract or on unsatisfactory performance of the contract the RCDF shall have an absolute right of being compensated through liquidated damages or penalties and the amount of security deposit shall also, in such an event, be liable to forfeiture in full or part for being appropriate towards aforesaid liquidated damages and the decision of MD RCDF shall be final in this regard. If the tenderer fails to deposit the security or to execute the agreement within the period specified, such a failure will be treated as a breach of the terms and conditions of the tender and shall result in the forfeiture of the Earnest Money besides any other action for the default. The expenses of completing & stamping the agreement shall be paid by the tenderer who shall furnish to the RCDF one executed stamped counter part of the agreement free of charge.

The security amount is to be deposited as under:

Sr. No.	Estimated value of the goods	Security deposit to be charged.
1.	Upto Rs.5 lakh	5% of the value
2.	More than 5 lakh & upto 10 lakh	Rs.25,000/-
3.	More than 10 lakh & upto 20 lakh	Rs.50,000/-
4.	More than 20 lakh & upto 50 lakh	Rs.1 lakh
5.	More than Rs.50 lakh	Rs.2 lakh or 2% of the ordered value whichever is more.

The security deposit can be furnished in the form of either Bankers Cheque & Pay order or Bank Draft.

- 2.15 The tenderers are requested to send with their tender printed descriptive literature of the items manufactured by them / their principals.
- 2.16 Remittance charges on payment made to the firms will borne by the firm.

- 2.17 All Correspondence in this connection should be addressed to General Manager (Purchase), RCDF Ltd, Jaipur.
- 2.18 Direct or indirect canvassing on the part of the tenderers or their representatives shall disqualify their tenders.
- 2.19 No refund of tender fee is claimable for tenders not accepted or forms returned or tenders not submitted.
- 2.20 The supplier will supply the tendered items within one month's period from the date of placement of the order by the Milk Unions or as settled with the tenderer or as provided in the acceptance of tender. In case supplier fails to supply and deliver the tendered item within the prescribed time as mentioned in the order, the RCDF reserves the right to effect risk purchases from other source on the supplier's risk and cost. Milk Unions/RCDF also reserves the absolute right as to the method adopted for effecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/security deposit lying with any Plant/Milk Union/RCDF notwithstanding whether such amount(s) pertain to current and/or previous contract(s).

In case risk purchases are not effected for any reasons and approved supplier supplies the goods beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the Milk Unions such late receipt of goods shall be subject to late penalty at following rates :-

- a) If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will be imposed.
- b) If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
- c) If the delay is more than two weeks but less than three weeks, penalty @ 3% will be imposed.
- d) If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
- e) However, in case of persistent delay in the supply of material by the tenderer, the rate contract may be cancelled and security forfeited by the Federation.

The Federation/Milk Unions reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 5% in case of delays beyond one month as stipulated above. The Federation further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.

3.0 RATE CONTRACT

- 3.1 That after the delivery of goods at the site of plant the same shall be accepted by the plant after its preliminary inspection for the purpose of use and consumption of goods if are found to be upto the mark and thereafter 100% of the value of the goods shall be paid to the tenderer as per terms of payment indicated at clause No.5

4.0 INSURANCE:

(Signed & Sealed by the tenderer
in token of acceptance of above)

The supplier shall arrange insurance coverage at its own cost according to the despatch instructions issued by Rajasthan Cooperative Dairy Federation Ltd; Jaipur/Milk Unions. Supplier should cover all despatches. However, to avoid any complications that may arise at the time of settlement of claims for the transit losses it is proposed that the insurance coverage shall be arranged by the supplier as under:

- a) The insurance coverage shall have to be arranged commencing from their warehouse/ works to the warehouse of the buyer (All transit risk).
- b) Supplier are requested to take insurance with any Nationalised Insurance Company.
- c) The cover provided by the insurance shall be in such amount so as to allow complete replacement for any item's loss or for its damages.

5.0 PAYMENT:

100% payment will be made within one month of receipts of goods, in satisfactory condition after adjusting deductions/penalties if any from the bill. DD charges would be borne by supplier.

5.1 Demurrage :

The supplier shall bear and reimburse buyer demurrage charges, if any, paid by the buyer of behalf of the supplier, forwarding the above documents.

6.0 REJECTION:

6.1 Further the buyer reserves the right to reject the stores either in full or in part, if at the time of delivery it is noticed that the items/ stores supplied do not confirm to the description and quality stipulated in the Schedule-II of the tender. In such event buyer shall inform the supplier immediately after such defect/quality problem is noticed.

6.2 If on rejection of the stores by the buyer or consignee at destination the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:

- a) Allow the supplier to submit the store, in replacement of those rejected, within a specified time, the supplier bearing the cost, if any, on such replacement, without being entitled to any extra payment on that account.
- b) Purchase or authorise the purchase of quantity of the stores rejected or other of a similar description (which stores do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further instalment due under the contract.
- c) Cancel the contract and purchase or authorise the purchase of items or others of a similar description (stores do not exactly comply with the

particulars in the opinion of the buyer, which shall be finally at the risk and cost of the supplier.

- d) If, however, due to exigencies of the plant, such replacement either in whole or in part is not considered feasible, plant shall be at liberty to use such material and deduct suitable amount not exceeding 5% of the value of the material used from the approved rates. However, the suitability of such material being fit for use will be subject to clearance by the General Manager (QC), RCDF. Further, in such situation the plant shall inform the supplier regarding such decision at the earliest and will give an opportunity to the supplier for being heard and the reasons for such deductions will be communicated.

6.3 Any stores rejected shall under all circumstances lie at the risk of the supplier from the moment of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose off such stores at the supplier's risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed. This will include the cost of disposal when necessary.

7.0 The supplier shall, at all time, indemnify the buyer against all claims which may be made in respect of the stores or infringements of any right protected by patent, registration of design or trademark etc. provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against mark the buyer shall notify the supplier or the same and the supplier at his own expenses, either settle any dispute or face any litigation and bear expenditure related to the same that may arise therefrom.

8.0 It may be noted that tenderers can quote for full and part quantity. In case the rates given are for part quantity, the tenderer must indicate the quantity for which the rates have been given and earnest money submitted failing which RCDF's decision with regard to quantity shall be final and binding.

9.0 The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events viz:

- a) If the supplier, a firm or any partner thereof shall be at that time adjudged insolvent or shall have a receiving order or order for administration of made against his or shall take any proceedings for composition under any Insolvency Act for the time, being in force, to make any convenience or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment, if the firm is dissolved under the partnership act., or,
- b) If the supplier being a company is wound up voluntarily by the order of a court or a receiver/ liquidator or Manager or on behalf of the

Debenture holder is appointed or circumstances shall have arisen which entitled the Court to Debenture holders to appoint receiver, liquidator or Manager, or;

- c) If the supplier commits any breach of the contract/herein not specifically provided that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter and provided also the suppliers shall be liable to pay the buyer for any extra expenditure, he is thereby put to and the supplier shall under no circumstances be entitled to any gain in repurchase.
- 10.0 The terms and conditions mutually agreed shall be subject to the force majeure clause. Neither the supplier nor the buyer shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolutions, civil commotion, strike epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation, or ordinance of any Government or nature, beyond the reasonable control of the party effected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult with each other regarding the future implementations of the agreement/ purchase order.
- 11.0 In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of, or in connection with the agreement/accepted purchase order or with regard to performance of any obligations hereunder by the either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case of any disputes, MD RCDF or person nominated by him shall be the sole arbitrator to settle these disputes.
- 12.0 The present contract shall be governed overall by Rajasthan Cooperative Societies Act and allied laws.
- 13.0 The order against this tender/ agreement is not transferable.
- 14.0 All the documents and drawing supplied by the buyer must be treated as 'CONFIDENTIAL' must not be copied, reproduced, transmitted, or discussed otherwise in whole or part, not duplicated, modified, divulged, or discussed to any third party nor used in any other way without the consent of buyer in writing.
- 15.0 a) All the tenderers without fail, should furnish full technical details about their items tendered.
 - b) Tender forms as issued from this office must be returned with all enclosures to this office on the date of receipt of tenders. If the tenderer desires to obtain an additional copy of the tender, he can do so at cost to be deposited with the cashier. . (relevant only in case if it is not an e-tender)

- c) Tenderer must submit their offer in `Annexure I(A) & I(B). Additional sheet may be used if required.
- d) Tenderer should sign each paper in token of having read and understood and accepted the terms and conditions. . (relevant only in case if it is not an e-tender)
- e) RCDF/Milk Union can inspect the works of the tenderer / approved supplier, with or without notice, in order to assess that the firm is having adequate infrastructure and facilities for the manufacture of the tendered item as per the quality specification/to check that the supplies are being made strictly as per our specifications
- f) **No samples are required.**

16.0 The quantities mentioned in the tender are tentative and the actual quantities to be procured may vary upward or downward suiting to the actual requirements.

17.0 The design and art work shall have to be got approved from RCDF. No extra charges for art-work will be payable by Federation. Any change in design/colour scheme decided by RCDF/Milk Union any time during the contract period shall have to be implemented immediately. Extra charges for carrying out such a change during the contract period shall be decided by RCDF.

As regards increase/decrease over the number of colours specified in the technical specifications enclosed, the supplier should indicate rate per colour for such addition/deletion in printing on packaging material for taking care of the same in rates.

However, no additional/extra payment will be made for printing of Symbol for 100% vegetarian food or printing of Agmark Replica including serial number as per the requirement of Agmark authority / Milk Union wherever applicable.

18.0 RCDF also reserves the right to blacklist, if the performance of approved supplier with respect to quality and time of supply etc. is found unsatisfactory. RCDF also reserves the right to forfeit the Earnest Money/Security Deposits side by side to recovering other due amounts in any other way including legal recourse.

19.0 RCDF may not consider the application of such applicant 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. However, decision of RCDF shall be final in this regard.

20.0 No item and condition in addition to the above mentioned will be agreed to. The conditional offer/price bid which reflect/ affect the price of quoted item shall be liable for rejection outrightly without any reference.

**APPROX. REQUIREMENT OF LAMINATED KRAFT PAPER BAGS
FOR 25 KG. SMP FOR THE YEAR 2016-17 OF FOLLOWING MILK
UNIONS :**

S.No.	Name of Milk Union	Qty. in nos.
1.	Ajmer	120000
2.	Alwar	174000
3.	Bhilwara	100000
4.	Bikaner	10000
5.	Hanumangarh	60000
6.	Jaipur	180000
7.	Kota	20000
8.	Pali	45000
9.	Raniwara	55000
	Total	764000

Specification for Paper/HDPE laminated gusseted Bags for Packing 25 kg SMP

(As per IS : 11824 : 1986)

80 GSM white Kraft papers laminated to HDPE fabric of 10 x10 mesh, 1000 denier (88 GSM) Laminated to 100 gauge LDPE film. Combine GSM of white Kraft paper and HDPE fabric should be 168 GSM. Centre seamed/ tube type bag with inside loose liner of brown paper. The bag should be bottom stitched gusseted bag. Open mouth double stitched bags. Weight of the empty bags supplied should be 300 gm \pm 10 gm and uniform throughout the supply. SMP bag should be printed in two colour and design as approved by RCDF from time to time.

Bag Size :: W X gusset width X Length (O. D.)

17.5'' X 4'' X 40''

A tolerance limit of 1/4'' shall be allowed on length and width and \pm 7 % in case of GSM.

White Kraft paper should have 80 GSM and 19 burst factor.

Loose brown paper should have 80 GSM and 20 burst factor.

Stitches : 10 to 12 stitches per dm.

Printing : The bag shall be printed in two colour as per RCDF approved art and design. The ink used for printing shall have adequate scuff resistance and light fastness characteristics. The printing shall be neat, clean and uniform through out

Thread : The thread used to form the closure of sewn sacks may be made of natural or synthetic fiber or a combination of both. Bags shall be duly double stitched, chain or lock stitch at a distance of 10 mm from the edge of the sack and double paper taped over stitching for complete pilfers proofing.

Packing : The bags shall be packed in a bundle of 50 bags and covered with jute cloth for safe delivery.

SECTION-I
MANUFACTURERS' AUTHORISATION FORM

No. _____ Dated _____

To,

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION
"SARAS SANKUL", J.L.N. MARG,
JAIPUR – 302 017.

Sub : - Tender reference No. _____.

Dear Sir,

We _____ an established and reputable
manufacturers of _____ having factories at
_____ and _____ do hereby authorise
M/s. _____ (Name and address of Agents) to bid,
negotiate and conclude the contract with you against tender reference
No. _____ for the above said goods manufactured by us.

No company or firm or individual other than M/s. _____ are
authorise to bid, negotiate and conclude the contract in regard to this business against
this specific tender.

We hereby extend our full guarantee and warranty for the goods offered for
supply against your tender.

Yours faithfully,

(NAME)

for and on behalf of M/s.

(Name of Manufacturers)

Note : This letter of authority should be on the Letter Head of the manufacturing concern
and should be signed by a person competent and having the power of attorney to bind the
manufacturer.

SECTION-II – SCHEDULE-I

Major works successfully completed during the past two years

Sr. No.	Name of Work	Place	Contract Reference	Name of Client	Value of work	Time of Completion	Date of Completion
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Note : Indicate plant capacity and major parameters handled.

Completion Certificate from Clients should be enclosed with the bid.

1. The last two year's turnover should be more than the estimated value of the quantum of work being sought by the tenderer.
2. Orders of item of similar nature worth more than 25% of the value of the work being sought by the tenderer should have been successfully executed in the last two years.
3. The offers of the tenderers who do not fulfil the above two criterion may not be considered. Photocopies of documents certifying the same should be enclosed.

SECTION-II – SCHEDULE-II

WORKS IN HAND DURING THE CURRENT FINANCIAL YEAR

Sr. No.	Name of work.	Work order reference	Name of client	Place of work	Order	Value of Work Order	Completion Period	Date
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Note : Indicate plant capacity and major parameters handled.

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

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

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Tender ID No. _____

Name of Tender / Work / Item _____

Dear Sir,

1. I / We have downloaded / obtained the tender documents(s) for the above mentioned "Tender / Work / Item" from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I/We have read and understood the entire terms and conditions of the tender documents (including all documents like Special Notes, annexure(s), Schedules(s), Specifications of the item(s), etc.) which form part of the contract agreement and I / We shall abide hereby the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally agree & accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated or breached then your department / organization shall without prejudice to any other legal right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, With Official Seal)

ANNEXURE-1(A)

PORFORMA TO BE SUBMITTED ON THE FIRM'S LETTER HEAD

The following information is very essential and must be filled in very carefully, legibly and complete to all the points:

1.	Name of Contact Person with designation & his mobile numbers				
2.	Complete correspondence address of Firm				
3.	Telephone No.				
4.	Fax No.				
5.	E-mail address				
6.	Capacity in which tender has been submitted as per condition No.2.6				
7.	Indicate mode of payment terms accepted option I or option II as per clause No.5 of tender document (if not mentioned by the tenderer then RCDF at its own level will decide).				
8.	Installed capacity of the Plant per month				
9.	Whether your Plant is capable of printing as per specifications of tender				
10.	Details of RTGS: (Please upload a photocopy of a cancelled cheque of this account for confirmation).				
	Bank Name				
	Branch Name				
	RTGS / IFSC Code				
	Account Number				
11.	Information regarding current litigation / past debarment / black listing, if any.				
12.	Detail of Demand Draft's				
	Particular	Name of Bank and Branch	DD No.	DD Date	Amount
	Processing Fees				
	Tender Fees				
	EMD				

RATE STATEMENT

(To be submitted in Financial bid envelop only)

PURELY INDICATIVE FOR E-TENDERS AS THE RATES ARE REQUIRED TO BE FILLED ON THESE LINES IN THE PRESCRIBED BOQ IN .XLS FORMATE

For Kraft Paper Bags for Packing 25 kg SMP

Tenderer must quote the rates in the statement (add extra sheet, if necessary) one sheet for one item. Each Column/Sr. No. is required to be filled.

S.No.	Particulars	Rate Rs./Unit
1.	Price (Ex-factory)	
2.	Packing & forwarding.	
3.	Excise duty@	
4.	C.S.T./VAT@	
5.	Entry Tax @ if any	
6.	Any other taxes/duties/levies	
7.	Transportation including Insurance	
8.	Any other charges	
9.*	FOR Milk Union price for consideration in Tender inclusive of all taxes & duties. In words Rs.	
10.	Indicating the qty. offered in accordance to EMD submitted.	

* The FOR rates indicated at Sl.No.9 includes all duties & taxes even if not explicitly mentioned here but in vogue/applicable at the time furnishing rates.

NOTE: For arriving at the price quoted it is desired to give the break-up item-wise as follows:

- i) Price of raw material.
 - a) Please specify the grade of the material and supplier name
 - b) The latest and authentic price list of applicable must be submitted alongwith tender.
- ii) Conversion charges to finished products.
- iii) Any other expenditure involved.

Contd..2..

: 2 :

- iv) The tenderer should provide broad details of the costing of the item quoted in order to judge the reasonability of the prices. Necessary documents in support of the cost parameter considered should also be provided. This must be given on separate sheet.
- v) Tenderer should indicate clearly whether the sale tax mentioned above is against any concessional form. In case the concessional form is not provided, the rate of tax should be mentioned.
- vi) Tenderer is required to furnish the prevailing rate of excise duty, sales tax, entry tax & other taxes if any and the amount of these taxes considered in the FOR Milk Union rates and should not just mentioned included etc.
- vii) Tenderer should quote their rate in the Rate Statement Proforma only.
- viii) The conditional offer which effect the rate of the quoted item shall be liable for rejection even the quoted rate is lowest.

Format of Bank Guarantee for Bid Security

Guarantee No. :

Date:

**Rajasthan Co-operative Dairy Federation Ltd.
Saras Sankul J.L.N. Marg,
Jaipur-302017**

This Deed of Guarantee made this ___ day of _____ by _____, a scheduled bank incorporated under the _____, having its registered office at _____ and acting through its branch at _____ (hereinafter referred to as “the Bank” which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) and the Rajasthan Co-operative Dairy Federation Ltd. Saras Sankul J.L.N. Marg, Jaipur-302017 (hereinafter referred to as the ‘RCDF’) which expression shall unless repugnant to the context and meaning thereof include its legal representatives, successors and permitted assignees.

Whereas the ‘RCDF’ has invited Bids for the supply of _____ by the Invitation to Tender Ref No. _____ Dated _____.

AND WHEREAS _____, having its registered office at _____ who having submitted their bids (hereinafter referred to as the “Bidder/Supplier”) and have agreed to deposit to ‘RCDF’ an amount of Rs. _____ (Rupees _____ Only) indicated in the Invitation to bid as per terms and conditions of the Bidding Documents. AND WHEREAS the ‘RCDF’ is also willing to accept a Bank guarantee in lieu of payment by demand draft of an amount equivalent to the amount of Bid security required to be deposited by the Bidder/Supplier to the ‘RCDF’ and the guarantee shall be kept valid upto _____.

In consideration of the “RCDF” having agreed to consider the Bid proposals having submitted by the Bidder/Supplier without depositing the amount of Rs. _____ (Rupees _____ Only) of Bid security and against this Bank guarantee, we, the bank, hereby undertake and guarantee to make payment to the ‘RCDF’ the amount of Bid security or any part thereof not deposited by the Bidder/Supplier to the ‘RCDF’ at any time (time being the essence of the Contract) when the ‘RCDF’ asks for the same as per the terms and the conditions of the Bidding Document on or before _____.

Guarantee No. :

Date:

The Bank further undertakes not to revoke this guarantee during this currency except with the previous consent of the 'RCDF' in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees _____ Only) provided always that any indulgence of forbearance on the part of the 'RCDF' the said Bidder/Supplier, with or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defence by the Bank against the 'RCDF'.

In case the 'RCDF' puts forth a demand in writing on the Bank the payment of amount full or in part against this bank guarantee, the Bank will consider without demur that such demand by itself is a conclusive evidence and proof that the Bidder/Supplier has failed in complying with the terms and conditions stipulated by the 'RCDF' without raising any disputes regarding the reasons for such failure on the part of the Bidder/Supplier.

The Bank shall not be discharged or released from its liabilities under this guarantee by any arrangement between the Bidder/Supplier and the 'RCDF' with or without the consent of the bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the 'RCDF' to the Bidder/Supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the 'RCDF' may have or hereafter possess against the Bidder/Supplier and the 'RCDF' shall be under no obligations to marshal in favour of the Bank any such securities or fund or asset that the 'RCDF' at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any such security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the 'RCDF' on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by Registered Post at the address of the Bank, provided the same is received by the bank on or before _____.

The guarantee shall remain in force until _____ and the bank may renew the Bank Guarantee, at our sole discretion, provided the Bidder/Supplier before the expiry of Bank Guarantee makes the request.

Guarantee No. :

Date:

Not with standing anything stated herein before: (i) Our liability under this guarantee is restricted to Rs. _____ (Rupees _____ Only) (ii) The Bank Guarantee shall remain in force till _____ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if the 'RCDF' serves upon the bank a written claim or demand on or before _____.

The Beneficiary in his own interest may obtain confirmation of this Bank Guarantee from the bank.

For the

Authorised Signatory

Authorised Signatory

Witness:

1).....C/o _____
2).....C/o _____