

TENDER DOCUMENT
FOR SUPPLY OF

CFC TRAY FOR TBA-8
MACHINE FOR TETRAPACK
ON RUNNING RATE CONTRACT BASIS
FOR THE YEAR 2012-13

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
“SARAS SANKUL”, J.L.N. MARG, JAIPUR – 302 017.
Phone No.2702501-508/2710209 : Telefax : 2710209/2702537
Website : sarasmilkfed.rajasthan.gov.in: E-mail : pur-rcdf@rajasthan.gov.in

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Phone No.2702501-508 : Fax 2710209/2702537: Website : www.sarasmilkfed.rajasthan.gov.in

E-mail: pur-rcdf@rajasthan.gov.in

No.RCDF/Pur/F(Pkg. Material)/2012-13/

Dated: June, 2012.

NOTICE INVITING TENDERS

Sealed tenders are invited from the bonafide manufacturers/suppliers for the supply of following materials at Milk Unions /Cattle Feed plants/units situated in Rajasthan on running rate contract for one year:-

Sl. No.	Name of items	Estimated Annual requirement (Qty.)	Approx Value (Rs. In lacs)	Technical Bid opening date
1.	Lined Carton for one litre ghee	2150000 Nos.	93.1	11.07.2012
2.	CFC for Lined Carton for one litre Ghee	2,15000 Nos.	21.00	11.07.2012
3.	Ghee Tin 5 Litre	236600 Nos	75.35	11.07.2012
4.	CFC Tray for TBA-8 machine	950000 Nos.	108.68	11.07.2012
5.	CFC for Tetrafino 500 ml machine	3,00000 Nos.	43.80	11.07.2012
6.	Ghee Film	84.5 MT	96.64	11.07.2012
7.	Long Flame Steam Coal Grade “B”	2700 MT	195.70	11.07.2012
8.	Aluminium Milk Can with lid	8400 Nos.	154.98	11.07.2012
	Milk Can Lid	8400 Nos.	21.92	11.07.2012
	Milk Can under buy back system	800 Nos.	0.95	11.07.2012
9.	HDPE Bags for Cattle Feed			11.07.2012
	White	3377500 Nos.	373.55	11.07.2012
	Yellow	2372500 Nos.	274.73	11.07.2012
	Red for bye-pass	100000Nos.	12.00	11.07.2012
	Bags for incubating bye-pass	10000 Nos	1.20	11.07.2012
10.	Veterinary, Ayurvedic, Homeopathic. Medicines, Chemical & vet. equipments	As per requirement of milk unions/units		12.07.2012

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

The tender document can be purchased on payment of Rs.400/- for each item separately, in cash or by DD favouring RCDF Ltd., Jaipur. In case the tender document is required by post the cost of the same shall be Rs. 500/- for each item in the form of DD. The tender documents can be purchased up to the preceding working day of opening of the tender. The tender forms can also be downloaded and submitted with requisite fee. The tenders will be received upto 3 PM on opening day and will be opened on the same date at 3.30 PM. Earnest money in form of DD in favour of RCDF Ltd., Jaipur as specified in the tender document must be deposited alongwith the tender. RCDF reserves the right to reject or accept any or all tenders in part or full without assigning any reason thereof.

General Manager (Purchase)

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. **BIDS IN TWO PARTS** :

Bids are required to be submitted in two parts - Part-I & Part-II as described below:

2.1.The first part (Part-I) of the bid shall contain 2 separate sealed envelopes. In one envelope EMD in form of DD/Bankers cheque as specified shall be placed. This envelope should be super-scribed as “Part-I EMD only”. The second envelope of the first part shall contain technical bid only. The envelope should be duly sealed and super-scribed as “Part-I Technical Bid only”. At the time of the opening of the tender first EMD envelope shall be opened and EMD shall be verified in accordance to tender **If EMD is not enclosed in a separate envelope and not found in accordance to tender document the tender of such party shall be rejected summarily.**

2.2.The second part (Part-II) shall be placed in third separate envelope. It shall contain financial bid/price bid. The envelope should be duly sealed and super-scribed as “Part-II Price Bid only”. In the financial bid/ price bid envelop only rate statement and papers related with the rate statement is required to be kept and no other document be kept in financial/price bid envelop. If other document(s) like EMD-Demand Draft and documents related with technical bid is/are kept in financial/ price bid envelop, in such case tender is likely to be rejected. However, the decision of RCDF shall be final in this regard and binding on the tenderer.

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.

SPECIAL NOTES – Section - II

Statement/Check List of important documents to be submitted by each tenderer

Sr no	Particulars	YES or NO	If yes please indicate page no
1	Power of attorney		
2	Whether manufacturer (Yes/No)		
	If no, whether manufacturer's authorization form enclosed as per Section I.		
3	Please furnish experience and past performance of supplies of similar nature within the past five years under the headings of "Client name, Purchase Order No. & date, Contract period and value of supplies made". (Attach copies of purchase order and performance certificates) as per Schedule-I of Section-II.		
4	Please furnish details of current supply orders in hand and other headings "Client name, Purchase Order No. & date, value of purchase order, to be completed by." as per Schedule-II of Section-II.		
5	Please furnish P&L statement and balance sheet and auditor's report submitted for last three years.		
6	Please furnish information regarding current litigation submitted.		
7	Please indicate annual financial turn over of last three years?		
	1 st preceding year		
	2 nd preceding year		
	3 rd preceding year.		
8	Whether a copy of IT clearance/returns submitted for the previous three years.		
9	Whether a copy of Sales Tax clearance/returns submitted for the previous three years.		
10	Payment terms accepted (Yes/No).		
11	Sealed and signed tender document & specifications enclosed (Yes/No).		
12	Whether a copy of valid Sales Tax registration for tendered item submitted.		
13	Whether sample for the tendered item submitted alongwith tender.		
14	Installed capacity of the Plant per month.		
15	Whether your plant is capable of printing as per specifications of tender		
16	EMD Deposited (Yes/No) if Yes. DD No. Date: Amount.: Rs.		
17	Indicate PAN No. and enclose copy of PAN Card		

Signature of tenderer
With full name & Seal

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

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 of **CFC Tray for TBA-8 Machine for Tetrapack.**
- 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.
- 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) Excise Duty or Surcharge prevailing upto the date of submission of the rates must be included in the net rate. This however, should be shown separately. In the event of any subsequent increase/ decrease in these charges by the Government (State or Central), the same will be considered. However, the increased excise duty due to change in slab on higher turnover shall be payable by the tenderer.
- 2.5(5) The rate should conform 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 in form of DD in favour of RCDF, Jaipur for the quantity offered by the tenderer during one year shall be deposited alongwith tender:-

EMD Amount (in Rs.)

- If qty. offered by tenderer is up to 50% of the tendered qty. Rs 110000/-
- If qty. offered by the tenderer is above 50% of the tendered qty. Rs.220000/-

The tenders accompanied by Cheques or any other mode of payment instead of Demand Draft or Bankers Cheque towards Earnest Money will not be considered.

2.7(2) Any tender which is not accompanied by Earnest Money deposit will be rejected out rightly. Earnest Money of unsuccessful tenderer will be returned within 120 clear days from the date of opening of tender and no interest shall be payable on that.

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.

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

- 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:

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.
- c) Tenderer must submit their offer in 'Annexure I(A) & I(B). Additional sheet may be used if required.
- d) **Samples must be submitted alongwith the tender by the due date and time positively, irrespective of whether the tenderer is present supplier or not, without which the tender will not be considered for any evaluation.**
Samples are intended to be a reflection on the quality of goods to be supplied by the firm, if approved. It is, therefore, extremely important that samples conform to all the specifications given. In case the samples fail the bid/tender will be liable for outright rejection. The decision of RCDF shall however be final and absolute in this regard.
- e) Tenderer should sign each paper in token of having read and understood and accepted the terms and conditions.
- f) 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.

- 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.

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 five 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 the said item 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.

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

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.

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

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RCDF
2012-13

ANNEXURE-1(A)

PORFORMA TO BE FILLED IN BY THE TENDERER

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

1. Name of the Firm :
(With full address)
TEL/FAX No./E.Mail
2. Capacity in which tender has been :
submitted as per condition No.2.6
(a) Manufacturer: copy of the manufacturing :
Licenses in original or true copy thereof
attested by Govt. Gazetted Officer alongwith list of
items manufactured or repacked should
invariably be attached and particular be
note as under:
 1. License No. :
 2. Registration No. :
 3. Name of authority issuing :
the above documents.
3. The offer should remain open for a minimum :
period of four month from the date of
submission.
4. Whether samples submitted as per clause :
No. 15./ specification schedule, if so, a list
showing number should invariably be furnished.
5. Abbreviation used for makers, name, quantity:
weight etc. are prohibited instead full names
should be given.
6. Whether you have sent descriptive :
literature, if so, a list be enclosed.
7. Whether delivery period fully agreed vide :
clause No.2.5(9).
8. Whether you fully agree to all the terms & :
conditions laid down from clause No.1 to 20
(variation in terms and conditions is entirely
to render the tender invalid).
9. Supplier of approved item will be :
M/s _____
10. Details of all the enclosures appended with :
the tender should be mentioned. Documents:-
 - 1.
 - 2.

APPROX. REQUIREMENT OF CFC TRAY FOR TBA-8 MACHINE FOR TETRAPACK FOR THE YEAR 2012-13 OF FOLLOWING MILK UNION :

S.No.	Name of Milk Union	Qty. (in Nos.)
1.	JAIPUR	950000 nos.

DESIGN AND SPECIFICATIONS OF CFC TRAY FOR TETRA PACK MILK
(For TBA-8 machine- 1000 ml)

1. **INTERNAL DIMENSIONS:-** (L x B x H) IN MM
(403 x 200 x 173) ± 1 mm
(Lx B) 546 X492 ± 2 mm
FLAP--44 mm ± 1 mm
2. **FLUTES/ft.:-** Min. 51 per 30 cm
3. **GSM:---** OUTER:- 250 g/m² white kraft liner
MIDDLE:-180 g/m² semi chemical paper
INNER:- 250 g/m² brown paper
4. **BURSTING STRENGTH:-** MINIMUM 13 kg /cm²
(kg /cm²)
5. **PACKING PATTERN:--** 2x6=12 with dividers @ 3 pieces per tray.
6. **Divider Size and GSM :-** 195x172 mm ,GSM and Bursting strength as
Tray
Both side brown papers
7. **Tolerance Limit:-** A tolerance of ±7 % is applicable in case of
GSM for individual ply.
8. **Packing Size :** 50 no of trays in cross direction, 130 no of
dividers in each tray. Free from left outs in
boundless.
9. **Printing :** As approved by the RCDF/ APS, Jaipur
10. **Design of Tray :** Design of CFC tray for tetra pack milk can be
seen at CQCL, RCDF ,Jaipur. / APS, Jaipur.
Matrix should be given as per drawing.
- Tender Sample Size:-** 6 no. trays with dividers as per above
specifications

RATE STATEMENT
(To be submitted in Financial bid envelop only)

CFC TRAY FOR TETRA PACK MILK (TBA-8 MACHINE)

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.	Excise duty@	
3.	R.S.T./VAT@	
4.	C.S.T.@	
5.	Entry Tax @ if any	
6.	Packing & forwarding.	
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 along with tender.
- ii) Conversion charges to finished products.
- iii) Any other expenditure involved.

Contd..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.