e-TENDER DOCUMENT
FOR SUPPLY,
INSTALLATION AND
COMMISSIONING OF
TRANSFORMER 800 KVA

Single Stage - Two Parts Bid

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
“SARAS SANKUL” J. L. N. MARG, JAIPUR – 302017
Ph. No. 2702501-08 : Direct: 0141-2710209 : Website: www.sarasmilkfed.rajasthan.gov.in
E-Mail: pur-rcdf-rj@nic.in

(Signed & Sealed by the tenderer
in token of acceptance of above)
**PROCUREMENT CONTRACT FOR TRANSFORMER 800 KVA**

**Table of Contents**

- Disclaimer ................................................................. 3
- Critical Dates ...................................................................... 4
- Notice Inviting Bids .......................................................... 5-7
- Section I: Instructions to Bidders (ITB) .............................. 8-25
- Section II: Bid Data Sheet ................................................. 26-29
- Section III: Qualification and Evaluation Criteria ............... 30-32
- Section IV: Schedule of Supply ......................................... 33-51
- Section V: Bidding Forms ................................................. 52-68
- Section VI (A): GCC .......................................................... 69-87
- Section VI (B): Contract Forms and Performance Security ...... 88-98
Disclaimer

A. The information contained in this E-tender/Bid document provided to the Bidder(s), by or on behalf of Rajasthan Co-operative Dairy Federation Limited or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this E-tender/Bid document and all other terms and conditions subject to which such information is provided.

B. The purpose of this E-tender/Bid document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This E-tender/Bid document does not purport to contain all the information which each Bidder may require. This E-tender/Bid document may not be appropriate for all persons, and it is not possible for Rajasthan Co-operative Dairy Federation Limited, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this E-tender/Bid document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this E-tender/Bid document and where necessary obtain independent advice from appropriate sources.

C. Rajasthan Co-operative Dairy Federation Limited, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the E-tender/Bid document.

D. Rajasthan Co-operative Dairy Federation Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this E-tender/Bid document.
**PROCUREMENT CONTRACT FOR TRANSFORMER 800 KVA**

### Critical Dates

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal</td>
<td>19.01.2018</td>
</tr>
<tr>
<td>2.</td>
<td>Date from which Bidding Document will be provided from the web-site of Rajasthan Co-operative Dairy Federation Limited i.e. <a href="http://www.sarasmilkfed.rajasthan.gov.in">www.sarasmilkfed.rajasthan.gov.in</a> or can be downloaded from PROCUREMENT or State Public Procurement Portal</td>
<td>19.01.2018</td>
</tr>
<tr>
<td>3.</td>
<td>Date upto which queries for clarifications on Bidding Document can be sent to Rajasthan Co-operative Dairy Federation Limited by e-mail</td>
<td>06.02.2018</td>
</tr>
<tr>
<td>4.</td>
<td>Last time and date upto which Bids can be submitted/uploaded on e-procurement website</td>
<td>27.02.2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>upto 03.00 PM</td>
</tr>
<tr>
<td>5.</td>
<td>Time and date of opening of Technical Bid</td>
<td>28.02.2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>on 2.30 PM</td>
</tr>
<tr>
<td>6.</td>
<td>Time and date of opening of Financial Bid</td>
<td>To be declared later</td>
</tr>
</tbody>
</table>
RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LIMITED
“SARAS SANKUL” J. L. N. MARG, JAIPUR – 302017
Ph. No. 2702501-08 : Direct: 0141-2710209 : Website: www.sarasmilkfed.rajasthan.gov.in
E-Mail: pur-rcdf-raj@nic.in

No. RCDF/Pur/F.(Machinery)/2017-18/ 44276 Dated: 18 January, 2018

NOTICE INVITING BIDS

1. Single Stage Two Parts unconditional e-Tender/Bids are invited by Rajasthan Co-Operative Dairy Federation Ltd., Jaipur for the procurement of following machine/equipments listed below, from bonafide manufacturers or their authorized suppliers as per details given in the bid document.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Machine/ Equipments</th>
<th>Unique Bid No.</th>
<th>Estimated Qty. (In nos.)</th>
<th>Place/Plant/Milk Union</th>
<th>Pre bid conference at 12.00 Noon</th>
<th>Last time and date for submission of e-Bid/ upto 3.00 PM on</th>
<th>Date and time for opening of e-Bid on 2.30 PM</th>
<th>Amount of Bid Security (In Rupees)</th>
<th>Tender Fee (In Rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Raw Milk Quality Testing and Adulteration Screening Machine (Short Term NIB)</td>
<td>CDF1718GL OB01124</td>
<td>RC 344</td>
<td>Ajmer Sikar Udaipur</td>
<td>24.01.18</td>
<td>05.02.18</td>
<td>06.02.18</td>
<td>2400000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>2</td>
<td>Ammonia PHE for refrigeration plant</td>
<td>CDF1718GS OB01125</td>
<td>1</td>
<td>Chittorgarh-1</td>
<td>31.01.18</td>
<td>20.02.18</td>
<td>21.02.18</td>
<td>40000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>3</td>
<td>Semi-automatic CIP System</td>
<td>CDF1718GLO OB01126</td>
<td>1</td>
<td>Udaipur-1</td>
<td>31.01.18</td>
<td>20.02.18</td>
<td>21.02.18</td>
<td>90000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>4</td>
<td>Pre Fab Cold Store Cap. 5 KL</td>
<td>CDF1718GLO OB01127</td>
<td>2/RC</td>
<td>Chittoragarh-2</td>
<td>31.01.18</td>
<td>20.02.18</td>
<td>21.02.18</td>
<td>48000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>5</td>
<td>Milk Cold Store (L-6.7 MXB-6.7MXH-3.6M approx.)</td>
<td>CDF1718GS OB01128</td>
<td>1</td>
<td>Nagaur-1</td>
<td>31.01.18</td>
<td>20.02.18</td>
<td>21.02.18</td>
<td>20000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>6</td>
<td>Milk Cold Store (L-13.7 MXB-6.7MXH-3.6M approx.)</td>
<td>CDF1718GL OB01129</td>
<td>1</td>
<td>Udaipur-1</td>
<td>31.01.18</td>
<td>20.02.18</td>
<td>21.02.18</td>
<td>32000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>7</td>
<td>Screw Air Compressor 212 CFM</td>
<td>CDF1718GL OB01130</td>
<td>1/RC</td>
<td>30MTPD Powder plant at Govindgarh-1</td>
<td>01.02.18</td>
<td>21.02.18</td>
<td>22.02.18</td>
<td>280000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>8</td>
<td>Chain Conveyor System for RMG</td>
<td>CDF1718GL OB01131</td>
<td>4</td>
<td>CFP, Ajmer-1 CFP,Bikaner-1 CFP, Jodhpur-1 CFP, Lambiyakalan-1</td>
<td>01.02.18</td>
<td>21.02.18</td>
<td>22.02.18</td>
<td>3600000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>9</td>
<td>Oil Fired Boiler Cap. 1 MT</td>
<td>CDF1718GL RC01132</td>
<td>1/RC</td>
<td>CFP, Jodhpur-1</td>
<td>02.02.18</td>
<td>22.02.18</td>
<td>23.02.18</td>
<td>70000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
<tr>
<td>10</td>
<td>Oil Fired Boiler Cap. 3 MT</td>
<td>CDF1718GL RC01133</td>
<td>2/RC</td>
<td>Udaipur-1 Kota-1</td>
<td>02.02.18</td>
<td>22.02.18</td>
<td>23.02.18</td>
<td>280000/- 1000/-</td>
<td>1000/- 1000/-</td>
</tr>
</tbody>
</table>

(Signed & Sealed by the tenderer in token of acceptance of above)
2. Item Number 1, 4, 7, 9 & 10 is for a Rate Contract for one year.
3. Item Number 2, 3, 5, 6, 8, 11, 12, 13, 14, 15, 16 & 17 is for procurement contract for one year.

4. The complete Bidding Document including the Critical Dates, NIB, Instruction to Bidders, Bid Data Sheet, Qualification and Evaluation Criteria, Schedule of Supply/Supply, Installation & Commissioning, Bidding Form, General Conditions of Contract & Special Conditions of Contract and Contract Forms Procedure of Bidding etc. can be seen at or downloaded from www.sarasmilkfed.rajasthan.gov.in. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, www.sppp.rajasthan.gov.in and website of e-procurement www.eproc.rajasthan.gov.in and the scan copy of price of Bidding Document, Bid Security/ Bid Securing Declaration, as applicable and Processing Fee, alongwith the bid must be uploaded on e-procurement.

5. Scan copy of EMD must be uploaded along with technical bid. The original Demand draft/ Banker’s cheque/ Bank Guarantee in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of Rajasthan Co-operative Dairy Federation Limited, Saras Sankul, JLN Marg, Jaipur-17 after last time and date of Bid submission and before Time and date of opening of technical Bid, failing which the bid shall be rejected.

6. The Rajasthan Co-operative Dairy Federation Limited is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.

7. The Bidders shall have to submit proofs of their GST registration and the Permanent Account Number (PAN) of Income Tax.

General Manager (Purchase)

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

Single Stage Two Parts unconditional e-Tender/Bids are invited by Rajasthan Co-Operative Dairy Federation Ltd., Jaipur for the procurement of “RAW MILK QUALITY TESTING AND ADULTERATION SCREENING MACHINE (UBN No. CDF1718GLOB01124), AMMONIA PHE (UBN No. CDF1718GSOB01125) SEMI-AUTOMATIC CIP SYSTEM (UBN No. CDF1718GLOB01126), PRE FAB COLD STORE (UBN No. CDF1718GLOB01127), MILK COLD STORE (UBN No. CDF1718GSOB01128 & CDF1718GLOB01129), SCREW AIR COMPRESSOR (UBN No. CDF1718GLOB01130), CHAIN CONVEYOR SYSTEM (UBN No. CDF1718GLOB01131), OIL FIRED BOILER (UBN No. CDF1718GLRC01132, CDF1718GLRC01133 & CDF1718GLOB01134), FO TANK AND ALLIED PIPE LINE (UBN No. CDF1718GLOB01135 & CDF1718GLOB01136) ETP (UBN No. CDF1718GLOB01137), TRANSFORMER (UBN No. CDF1718GLOB01138), DG SET (UBN No. CDF1718GLOB01139 & CDF1718GLOB01140) from eligible bonafide manufacturers or their authorized suppliers as per details given in the bid document.


General Manager (Purchase)

Copy to:-
1. General Manager (P&A), RCDF, Jaipur - Please arrange to get the above NIT published in one All India level daily newspaper with wide circulation and One State level leading daily newspaper and one Regional level daily newspaper having circulation of fifty thousand copies and above. Kindly send the published copy of NIT to the undersigned.
2. Manager (Systems), RCDF, Jaipur –Please arrange to get the above NIT uploaded on the RCDF website alongwith the enclosed detailed NIT & tender forms and also arrange to publish the same with individual Tender ID on e-procurement website by 19.01.2018 at 3.00 PM.
3. Dy.Manager (Systems), RCDF, Jaipur Nodal officer, State Public Procurement Portal – Please also arrange to get the above NIT/tenders uploaded on the State Public Procurement Portal by 19.01.2018 at 3.00 PM.
4. Dy. Manager (Admn.), RCDF, Jaipur- Please arrange to display the copy of NIT on the Notice Board.
5. Managing Director/ Manager, All Milk Unions/ Cattle Feed Plants – Please arrange to display the copy of NIT on the Notice Board of all offices of Milk Unions/Cattle Feed Plants and may send a copy to prospective suppliers.

General Manager (Purchase)

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

Instruction to Bidders/Tenderer (ITB)

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

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1.1.2</td>
<td>“Bid” means a formal offer made by a Bidder/Tenderer in form of an e-tender/Bid including Technical Bid and Financial Bid to Rajasthan Cooperative Dairy Federation Ltd., Jaipur in response to Notice Inviting/e-tenders/ Bids.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.3</td>
<td>“Bidder/Tenderer” means a person or any entity who submits a Bid/Tender who may be selected to provide the Goods to Rajasthan Cooperative Dairy Federation Ltd., Jaipur under the Contract.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.4</td>
<td>“Bidding Document means this entire Document consisting of Notice Inviting Bids and I to VI Sections made available to the Bidders by Rajasthan Cooperative Dairy Federation Ltd., Jaipur for selection of the successful Bidder/Tenderer.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.6</td>
<td>“Contract” means the Contract which shall be signed by Rajasthan Cooperative Dairy Federation Ltd., Jaipur with the selected successful Bidder/Tenderer and all its attached documents and the appendices.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.7</td>
<td>“Day” means a calendar day.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.8</td>
<td>“Government/ GOR” means the Government of Rajasthan.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1.1.9</td>
<td>“Managing Director, Rajasthan Cooperative Dairy Federation Ltd., Jaipur” means the executive head of Rajasthan Cooperative</td>
</tr>
</tbody>
</table>

(Signed & Sealed by the tenderer in token of acceptance of above)
Dairy Federation Ltd., Jaipur.

1.1.10 “Instructions to Bidders (ITB)”, “Bid Data Sheet (BDS)” are the documents which provide the Bidders/Tenderer with information needed to prepare their Bids. In case of any variation in the same, the Bid Data Sheet will prevail.

1.1.11 “LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by Rajasthan Cooperative Dairy Federation Ltd., Jaipur to the selected successful Bidder/Tenderer.

1.1.12 “Personnel” means professionals and support staff which will be working for the Bidder/Tenderer to perform the Goods.

1.1.13 “Bid/Proposal” means the Technical Bid/Proposal and the Financial Bid/Proposal submitted by the Bidder/Tenderer.


1.1.15 “Goods” means the tasks to be performed by the selected Bidder/Tenderer within the Contract period.

1.1.16 Terms not defined here shall have the same meaning as given to them in the Act.

2.1 Scope of Bid

2.1.1 In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), (The Procuring entity) Rajasthan Co-operative Dairy Federation Limited, Jaipur issues this Bidding Document for the supply of Goods/ equipment and Related Services incidental there to as specified in Schedule of Supply.

2.1.2 Throughout this Bidding Document:
   i. The term “in writing” means communicated in written form through letter/fax/e-mail etc. with proof of dispatch;
   ii. If the context so requires, singular means plural and vice versa; and
   iii. “Day” means calendar day.

2.2 Source of Funds

2.2.1 The expenditure for procurement of Goods/ equipment and Related Services will be met by the provisions/ resources of Rajasthan Co-operative Dairy Federation Limited, Jaipur (Procuring Entity).

2.3 Code of Integrity

2.3.1 Any person participating in the procurement process shall -
   (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
   (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
   (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
   (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair

(Signed & Sealed by the tenderer in token of acceptance of above) 9

RCDF Jaipur
| Conflict of Interest | 2.3.2 | A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.  

i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:  
   a. Have controlling partners/share holders in common; or  
   b. Receive or have received any director in direct subsidy from any of them; or  
   c. Have the same legal representative for purposes of this Bid; or  
   d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or  
   e. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or  
   f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Related Services that are the subject of the Bid; or  
   g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/consultant for the contract.  

ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in (Signed & Sealed by the tenderer in token of acceptance of above) |
<table>
<thead>
<tr>
<th>Topic</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breach of Code of Integrity by the Bidder:</td>
<td>2.3.3</td>
<td>Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.</td>
</tr>
<tr>
<td>Eligible Bidders</td>
<td>2.4.1</td>
<td>As specified in the Act and Rajasthan Transparency in Public Procurement Rules.</td>
</tr>
<tr>
<td></td>
<td>2.4.2</td>
<td>No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.</td>
</tr>
<tr>
<td></td>
<td>2.4.3</td>
<td>A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.</td>
</tr>
<tr>
<td></td>
<td>2.4.4</td>
<td>A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - (a) any Procuring Entity, if debarred by the State Government; and (b) a Procuring Entity if debarred by such procuring Entity.</td>
</tr>
</tbody>
</table>

3. Contents of Bidding Document

3.1 Sections of the Bidding Document

3.1.1 The Bidding Document consists of Sections indicated below, and should be read in conjunction with any Addenda issued there to:

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Qualification and Evaluation Criteria
- Section IV. Schedule of Supply
- Section V. Bidding Forms
- Section VI(A). GCC & SCC
- Section VI(B). Contract Forms and Performance Security

The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.

3.1.2 i. The Bidding Document shall be placed on the website of State Public Procurement Portal [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in), e-Procurement Portal website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and the departmental website [www.sarasmilkfed.rajasthan.gov.in](http://www.sarasmilkfed.rajasthan.gov.in). The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document to the e-procurement website [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in), as per procedure laid down in the bidding document.

3.1.3 The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the Procuring Entity’s website/ State

(Signed & Sealed by the tenderer in token of acceptance of above)
<table>
<thead>
<tr>
<th>3.1.4</th>
<th>The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.2 Clarification of Bidding Document and Pre-Bid Conference</td>
<td><strong>3.2.1</strong> The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity’s address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, within seven days, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids. The Procuring Entity shall forward copies of its response to all Bidders who have acquired/ procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the websites of State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under Amendment of Bidding Document.</td>
</tr>
<tr>
<td>3.2.2</td>
<td>The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.</td>
</tr>
<tr>
<td>3.2.3</td>
<td>The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre- Bid Conference.</td>
</tr>
<tr>
<td>3.2.4</td>
<td>Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.</td>
</tr>
<tr>
<td>3.2.5</td>
<td>At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motu, may also amend the Bidding Document, if required, by issuing an addenda which will form</td>
</tr>
</tbody>
</table>

(Signed & Sealed by the tenderer in token of acceptance of above)
part of the Bidding Document.

<table>
<thead>
<tr>
<th>3.3</th>
<th>Amendment of Bidding Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.3.1</td>
<td>Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the website of State Public Procurement Portal for prospective bidders to download.</td>
</tr>
<tr>
<td>3.3.2</td>
<td>At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.</td>
</tr>
<tr>
<td>3.3.3</td>
<td>To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the website of State Public Procurement Portal.</td>
</tr>
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</table>

4. Preparation of Bids

<table>
<thead>
<tr>
<th>4.1</th>
<th>Cost of Bidding</th>
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<tbody>
<tr>
<td>4.1.1</td>
<td>The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</td>
</tr>
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<tr>
<th>4.2</th>
<th>Language of Bid</th>
</tr>
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<tbody>
<tr>
<td>4.2.1</td>
<td>The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.</td>
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<thead>
<tr>
<th>4.3</th>
<th>Documents Comprising the Bid</th>
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<tbody>
<tr>
<td>4.3.1</td>
<td>The Bid shall comprise of two envelopes (e-envelope on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>) submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid. Further technical bid and the financial bid shall contain documents as per Bid Data Sheet.</td>
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<tr>
<th>4.4</th>
<th>Bid Submission Sheets and Price Schedules</th>
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</thead>
<tbody>
<tr>
<td>4.4.1</td>
<td>The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.</td>
</tr>
</tbody>
</table>
| 4.4.2 | The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their

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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>4.5</td>
<td>Alternative Bids</td>
</tr>
<tr>
<td>4.5.1</td>
<td>Unless otherwise specified in the BDS, alternative Bids shall not be considered.</td>
</tr>
<tr>
<td>4.6</td>
<td>Currencies of Bid.</td>
</tr>
<tr>
<td>4.6.1</td>
<td>The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.</td>
</tr>
<tr>
<td>4.7</td>
<td>Documents Establishing the Eligibility of the Bidder</td>
</tr>
<tr>
<td>4.7.1</td>
<td>To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.</td>
</tr>
<tr>
<td>4.8</td>
<td>Documents Establishing the Eligibility of the Goods and Related Services</td>
</tr>
<tr>
<td>4.8.1</td>
<td>To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid Forms included in Bidding Forms.</td>
</tr>
<tr>
<td>4.9</td>
<td>Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document</td>
</tr>
<tr>
<td>4.9.1</td>
<td>To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and where asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply and any amendment thereof issued in accordance with Amendment of Bidding Document.</td>
</tr>
<tr>
<td>4.10</td>
<td>Documents Establishing the Qualifications of the Bidder</td>
</tr>
<tr>
<td>4.10.1</td>
<td>To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.</td>
</tr>
<tr>
<td>4.11</td>
<td>Period of Validity of Bids</td>
</tr>
<tr>
<td>4.11.1</td>
<td>Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.</td>
</tr>
<tr>
<td>4.11.2</td>
<td>In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</td>
</tr>
<tr>
<td>4.12</td>
<td>Bid Security</td>
</tr>
<tr>
<td>4.12.1</td>
<td>Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.</td>
</tr>
<tr>
<td>4.12.2</td>
<td>Bid Security shall be 2% of the estimated value of subject matter of origin as appropriate, using the forms provided in Bidding Forms.</td>
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</tbody>
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Jaipur
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>4.12.3</td>
<td>The Bid Security may be given in the form of banker’s cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India.</td>
</tr>
<tr>
<td>4.12.4</td>
<td>In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Bidding Forms.</td>
</tr>
<tr>
<td>4.12.5</td>
<td>Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.</td>
</tr>
<tr>
<td>4.12.6</td>
<td>Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.</td>
</tr>
<tr>
<td>4.12.7</td>
<td>The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.</td>
</tr>
<tr>
<td>4.12.8</td>
<td>Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified. The Procuring Entity shall respond promptly to such a request.</td>
</tr>
<tr>
<td>4.12.9</td>
<td>The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.</td>
</tr>
<tr>
<td>4.12.10</td>
<td>The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder.</td>
</tr>
</tbody>
</table>
| 4.12.11 | The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:—
when the Bidder withdraws or modifies his Bid after opening of Bids; or
when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or

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when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or if the Bidder does not accept the correction of its Bid Price pursuant to Correction of Arithmetical Errors.

| 4.12.12 | In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security. |
| 4.12.13 | The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the Bid Security shall be submitted in the names of all future partners as named in the letter of intent. |

| 4.13 | Format and Signing of Bid |

### 5. Submission and Opening of Bids

| 5.1 | Sealing and Marking of Bids |
| 5.1.1 | Bidders shall submit their Bids electronically only as specified on the State e-Procurement Portal, http://eproc.rajasthan.gov.in. |

| 5.2 | Deadline for Submission of Bids |
| 5.2.1 | Bids shall be submitted electronically, where asked for at the place and upto the time and date specified in the Notice Inviting Bids or an extension issued thereof. |

| 5.3 | Late Bids |
| 5.3.1 | The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids. |

| 5.4 | Withdrawal, Substitution and Modification of Bids |
| 5.4.1 | Withdrawal, substitution and modification of bids shall be as given on the www.eproc.rajasthan.gov.in. |

| 5.5 | Bid Opening |
| 5.5.1 | Bid opening shall be as given on the www.eproc.rajasthan.gov.in. |

### 6. Evaluation and Comparison of Bids

| 6.1 | Confidentiality |
| 6.1.1 | Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders. |

| 6.1.2 | Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by |

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6.1.3 Notwithstanding Confidentiality clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.

6.1.4 In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

6.2 Clarification of Technical or Financial Bids

6.2.1 To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee’s request for clarification and the response of the Bidder shall be in writing.

6.2.2 Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.

6.2.3 No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.

6.2.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

6.3 Deviations, Reservations and Omissions in Technical or Financial Bids

6.3.1 During the evaluation of Technical or Financial Bids, the following definitions shall apply:

i. “Deviation” is a departure from the requirements specified in the Bidding Document;

ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

iii. “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.

6.4 Nonmaterial Nonconformities in Technical or Financial Bids

6.4.1 Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.

6.4.2 Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Subsection</th>
<th>Details</th>
</tr>
</thead>
</table>
| 6.5     | Correction of Arithmetical Errors in Financial Bid | 6.5.1      | Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:  
   i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;  
   ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and  
   iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. |
| 6.6     | Preliminary Examination of Technical or Financial Bids | 6.6.1      | The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Documents Comprising the Bid have been provided. |
| 6.7     | Responsiveness of Technical or Financial Bids | 6.7.1      | The Procuring Entity’s determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid. |
| 6.8     | Examination of Terms and Conditions of the Technical or Financial Bids | 6.8.1      | The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation. |
| 6.9     | Evaluation of Qualification of Bidders in Technical Bids | 6.9.1      | The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. Factors not included in Qualification and Evaluation Criteria shall not be used in the evaluation of the Bidder’s qualification. |
| 6.10    | Price and/or Purchase | 6.10.1     | Price and/or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / |

(Signed & Sealed by the tenderer in token of acceptance of above) 18

RCDF Jaipur
<table>
<thead>
<tr>
<th>Preference</th>
<th>6.11 Evaluation of Financial Bids</th>
<th>6.11.1</th>
<th>The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6.11.2</td>
<td></td>
<td>To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria. No other criteria or methodology shall be permitted.</td>
</tr>
<tr>
<td></td>
<td>6.11.3</td>
<td></td>
<td>To evaluate a Financial Bid, the Procuring Entity shall consider the following:</td>
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<td></td>
<td>i. the Bid Price quoted in the Financial Bid;</td>
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<td>ii. price adjustment for correction of arithmetical errors;</td>
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<td>iii. price adjustment due to discounts offered, if permitted;</td>
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<td>iv. price and/or purchase preference in accordance with relevant clause;</td>
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<td>v. price adjustment due to application of all the evaluation criteria specified in Qualification and Evaluation Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified.</td>
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<tr>
<td></td>
<td>6.11.4</td>
<td></td>
<td>i. Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.</td>
</tr>
<tr>
<td>6.12</td>
<td>Comparison of Bids</td>
<td>6.12.1</td>
<td>The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with Evaluation of Financial Bids.</td>
</tr>
<tr>
<td>6.13</td>
<td>Post qualification of the Bidder</td>
<td>6.13.1</td>
<td>The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.</td>
</tr>
<tr>
<td>6.14</td>
<td>Negotiations</td>
<td>6.14.1</td>
<td>Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.</td>
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<td>6.14.2</td>
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<td>Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances-</td>
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<td>i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or</td>
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<td>ii. when the rates quoted vary considerably and considered</td>
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much higher than the prevailing market rates.

6.14.3 The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

6.14.4 The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.

6.14.5 Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.

6.14.6 In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.

6.14.7 In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

6.15 Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids

6.15.1 The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

2. Award of Contract

7.1 Procuring Entity’s Right to Vary Quantities

7.1.1 If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

7.1.2 Repeat order for additional quantities may be placed within one month of completion of the supply. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods may be proportionately increased.
| 7.2  | Dividing quantities among more than one Bidder at the time of award | 7.2.1 | As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation. |
| 7.3  | Acceptance of the successful Bid and award of contract | 7.3.1 | The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid. |
|      | 7.3.2 | Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality. |
|      | 7.3.3 | A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid. |
|      | 7.3.4 | The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily. |
|      | 7.3.5 | Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted. |
|      | 7.3.6 | If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid. |
| 7.4  | Signing of Contract | 7.4.1 | In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the BDS or where the |

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period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

| 7.4.2 | If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules. |
| 7.4.3 | The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained. |
| 7.5 Performance Security | 7.5.1 Performance Security shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement. |
| 7.5.2 | The amount of Performance Security shall be five percent, or as specified in the BDS, of the amount of the supply order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS. |
| 7.5.3 | Performance Security shall be furnished in the form as specified in BDS. |
| 7.5.4 | Performance Security furnished in the form of a Bank Guarantee/ document, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including warranty obligations and operation and / or maintenance and defect liability period, if any or as specified in the BDS. |
| 7.5.5 | Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily. |
7.5.6 Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases:

i. when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/placement of supply order; or

ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or

iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or

iv. when any terms and conditions of the contract is breached; or

v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or

vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.

Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.

8. Grievance Handling Procedure during Procurement Process (Appeals)

8.1 Grievance Redressal

8.1.1 Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure- I of ITB to the First or Second Appellate Authority, as the case may be, as specified below:

First Appellate Authority:- Chairman, Rajasthan Cooperative Dairy Federation Ltd. Jaipur.

Second Appellate Authority:- The Secretary, Department of Gopalan, Government of Rajasthan, Jaipur.

8.2 Filing an appeal

8.2.1 If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.

8.2.2 Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Subsection</th>
<th>Text</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.2.3</td>
<td>Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 8.3     | Appeal not to lie in certain cases | 8.3.1 | No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-
(a) Determination of need of procurement;
(b) Provisions limiting participation of Bidders in the Bid process;
(c) The decision of whether or not to enter into negotiations;
(d) Cancellation of a procurement process;
(e) Applicability of the provisions of confidentiality. |
| 8.4     | Form of Appeal | 8.4.1 | An appeal shall be in the Annexure-I Form along with as many copies as there are respondents in the appeal. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative. |
| 8.5     | Fee for filing appeal | 8.5.1 | A. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
B. The fee shall be paid in the form of bank demand draft or banker’s Cheque of a Scheduled Bank payable in the name of Appellate Authority concerned. |
| 8.6     | Procedure for disposal of appeals | 8.6.1 | 1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
2. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall -
   i. Hear all the parties to appeal present before him; and
   ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
3. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
4. The order passed under sub-clause above shall be placed on the State Public Procurement Portal. |
Annexure-I

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No ..........of ............
Before the ......................... (First / Second Appellate Authority)

1. Particulars of appellant:
   (i) Name of the appellant:
   (ii) Official address, if any:
   (iii) Residential address:

2. Name and address of the respondent(s):
   1.
   2.
   3.

3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   ..................................................................................................................
   (Supported by an affidavit)

7. Prayer:
   ..................................................................................................................
   ..................................................................................................................
   Place ..........................................................
   Date ............................................

Appellant's Signature

(Signed & Sealed by the tenderer in token of acceptance of above) 25
RCDF
Jaipur
Section II
BID DATA SHEET
# BID DATA SHEET

<table>
<thead>
<tr>
<th>1</th>
<th>For Supply, Installation and Commissioning of Transformer 800 KVA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1.1</td>
<td>The Procuring Entity :- Managing Director, Rajasthan Co-operative Dairy Federation Limited, Jaipur-17.</td>
</tr>
<tr>
<td>1.1.2</td>
<td>Bids are invited for supply/supply, installation &amp; commissioning of the above mentioned goods to the Milk Unions/Units of RCDF from bonafide manufacturers or their authorized suppliers for a procurement contract for a period of one year.</td>
</tr>
</tbody>
</table>
| 1.1.3 | **LEGAL COMPETENCY OF BIDDER TO SIGNING THE BID**  
Individual signing the bid or other documents connected with this bid must specify whether he signs as :  
“Sole Proprietor” of the firm or constituted attorney of such proprietor.  
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.  
Constituted attorney of the firm, if it is a Company. |
| 1.1.4 | The bidders 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, at the approved rate. |
| 1.1.5 | Price and/or purchase preference to local enterprises, if applicable, shall be given as per Finance Department Notification SO165 dated 19.11.2015 under Rajasthan Transparency in Public Procurement Act, 2012 (Act no. 21/2012) read with rule 33 of the Rajasthan Transparency in Public Procurement Rules, 2013. In order to avail the same, bidders shall have to submit duly filled and verified prescribed Form ‘A’ and ‘B’ with the technical bid in Tech-6. |

## 2 Bidding Documents

| 2.1.1 | The bidder shall be deemed to have carefully examined the specifications as given in the bidding document. If any clarification is required contact General Manager (Purchase), RCDF, Room No. 606, Floor No.6, Saras Sankul, JLN Marg, Jaipur-302017, Ph. No. 0141-2710209, Mobile No. 09829146160 E-mail: pur-rcdf-rj@nic.in |
| 2.2.1 | A pre-bid conference will be held. |

## 3 Preparation of Bids

| 3.1.1 | The language of the bid is English and uploading documentation in Hindi/English is permitted. |
| 3.2.1 | Bid is required to be submitted in two parts :- technical bid and financial bid |
| 3.3.1 | Price of bidding document is Rs.1,000/- (Rs. One thousand only). **Amount of bid security is Rs. 24,000/- (Rs. Twenty four thousand only)**. These must be in the form of two separate bank demand draft/banker’s cheque of a Scheduled Bank in India drawn in the name of Managing Director, Rajasthan Co-operative Dairy Federation Limited, Jaipur payable at Jaipur. Bid security can also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified given format valid for a minimum period of six months/180 days from the bid submission deadline date. **Bid/Tender processing fee is Rs. 1,000/- (Rs. One thousand only)**. This must be in the form of demand draft in favour of MD, RISL payable at Jaipur. These three original instruments shall be submitted personally or dropped in the Bid Box or deposited in the office of General Manager (Purchase), RCDF, Saras Sankul, JLN Marg, Jaipur-302017, |

(Signed & Sealed by the tenderer 27  
in token of acceptance of above)  
RCDF  
Jaipur
by post in sealed envelopes after last time and date of bid submission and before time and date of opening of technical bid, failing which the bid shall be rejected.

3.4.1 The bidder shall submit with the its technical bid on www.eproc.rajasthan.gov.in website, the following documents:-

Bid acceptance letter to be given on firm’s letter head duly signed with seal in the format given at Tech-1 is to be scanned and uploaded.

Bidders organization details to be given on the firm’s letter head duly signed with seal in the format given at Tech-2 is to be scanned and uploaded.

Bidders work experience details to be given on the firm’s letter head duly signed with seal in the format given at Tech-3 is to be scanned alongwith copies of purchase orders.

Technical deviations statement form to be given on firm’s letter head duly signed with seal in the format given at Tech-4 is to be scanned and uploaded.

If manufacturer, please upload scanned copy of manufacturing licence, if not, then manufacturer’s authorization form duly signed with seal by the manufacturer on the manufacturing firm’s letter head in the format given at Tech-5 is to be scanned and uploaded.

Manufacturing/trading account and balance sheet of last two years - summary only – (any two years out of the preceding three financial years) is to be scanned and uploaded at Tech-6.

Copy of GST Registration Certificate is to be scanned and uploaded at Tech-6.

Copy of IT Return of last year is to be scanned and uploaded at Tech-6.

Copy of cancelled cheque of Bank Account given for RTGS details is to be scanned and uploaded at Tech-6.

Declaration by the bidder in compliance of section 7 & 11 of the Act be given on the firm’s letter head duly signed with seal in the format given at Tech-7 is to be scanned and uploaded.

Declaration of Authorization to sign on behalf of the Bidder in the form of Power of Attorney/Board Resolution/ Letter of Authorization written on stamp paper of appropriate value and attested by notary be scanned and uploaded in the format given at Tech-8.

If bid security is being given in the form of Bank Guarantee, it may be given in the format given at Tech-9.

**Note:- Photocopies of all documents being submitted with the technical bid should be self-attested.**

3.5.1 The bidder shall submit the financial bid in the prescribed format in XLS. Sheet on www.eproc.rajasthan.gov.in website.

3.6.1 Alternative bids are not permitted.

3.7.1 The terms of quoted price are fixed F.O.R. Milk Union inclusive of GST.

3.7.2 A common F.O.R. rate for all Milk Unions anywhere in Rajasthan must be offered against the specified item as sought in the BOQ. Approval of rate will be for the item as a whole as specified in specifications.

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 Schedule-I of Schedule of Supply.

3.7.3 The Goods & Service Tax as prevailing uponto the date of submission of bid must be included in the net F.O.R. Rate. This however should be shown separately, so that in the event of any change in the GST by the Government (State or Central), the same will be considered for increase/ decrease over the net FOR rates.
3.8.1  The currency of bids is in Indian Rupees.
3.9.1  Bid validity period is 120 days.
3.10.1 The bid security shall be required in form of DD/Bank Guarantee and bid securing declaration (as applicable) shall be required on letter head with seal and signed of Government Department/Enterprises.
3.10.2 Pre bid meeting to be held at RCDF Head Quarter Jaipur on 06.02.2018 at 12.00 Noon.

4  Submission and opening of bids
4.1.1  The bid is to be submitted electronically on the website of www.eproc.rajasthan.gov.in.
4.2.1  The deadline of bid submission is date 27.02.2018 and time 3.00 PM.
4.3.1  The bid opening shall be at RCDF Hq., Room No. 605, Floor No. 6, Saras Sankul, JLN Marg, Jaipur-302017 on 28.02.2018 Time 2.30 PM.

5  Evaluation and comparison of bids.
5.1.1  Bid evaluation and comparison shall be as per bid documents.

6  Award of contract
6.1.1  Rate Approval Letter (RAL) will be issued to the approved bidder.
6.2.1  The procurement contract would be valid for a period of one year.
6.3.1  The performance security amount shall be 5% of the contract value and shall be furnished in the form of DD drawn in favour of MD, RCDF Ltd., Jaipur/Bank Guarantee in the given Proforma only. The validity of performance security shall be upto 18 months from the date of commissioning of the equipment or 30 months from the date of delivery of equipment at the site, which ever is earlier.

7  Grievance handling procedure during Procurement Process
7.1.1  The Designation and complete Address of First Appellate Authority is Chairman, RCDF, Jaipur.
7.2.1  The Designation and complete Address of Second Appellate Authority is Secretary, Gopalan Department, GOR, Secretariat, Jaipur.
Section III
Qualification and Evaluation Criteria
Section III

Section III: Qualification and Evaluation Criteria

1. In the technical bid, the bidder shall furnish documents establishing the bidder’s eligibility to bid and its qualifications to perform the contract if its bid is accepted. The bidder should also give information in the formats given in bidding forms of the bid document.

2. The bidder must be an experienced manufacturer or authorized by him for supplying the subject goods. If manufacturer, scanned copy of manufacturing license/factory license etc. be scanned and uploaded. If not a manufacturer, then manufacturer’s authorization form duly signed with seal by the manufacturer on the manufacturing firm’s letter head in the format given at Tech-5 is to be scanned and uploaded.

3. The bidder shall be considered eligible only if the bidder’s annual financial turnover in the same name and style during the last two years shall not be less than the estimated value of the offered quantity by the bidder, in each year. To this end Manufacturing Trading A/c, Balance Sheets of last two years (summary only) and copy of IT Return of last one year is to be scanned and uploaded. For this purpose, turnover of any two years out of the preceding three financial years shall be considered.

4. The bidder should be in business of the one of the jobs tendered for a minimum period of two years at the time of bid opening in the same name and style.

5. The bidder in the same name and style shall have completed one project of similar nature and value not less than 60% of the estimated quoted unit value of the contract, for which the NIT is issued, during the last five years. To this end, details of experience and past performance of the bidder on works of similar nature within the past five years, and details of current works in hand and other contractual commitments shall be submitted as per Tech-3 of this bidding document.

6. The bidder should submit statement of deviations and exceptions to the provisions of the technical specifications demonstrating the goods and services substantial responsiveness to the specifications in the form provided at Tech-4.

7. Pursuant to statement of technical deviation given at Tech-4, the bidder shall note that standards for workmanship, material and equipment, and references to brand names of catalogue numbers designated by the purchaser in its technical specifications are intended to be descriptive only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the
purchaser’s satisfaction that the substitutions are substantially equivalent or superior to those designated in the technical specifications.

8. For the purpose of further establishing the bidder’s ability to execute this particular contract if required, bidders shall submit following documents, upon being asked:

   a. a detailed description of the goods essential technical and performance characteristics;
   b. a list giving full particulars, including available sources and current prices of all spare parts, special tools etc. necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the goods use by the purchaser.

9. The Bidder must not have been debarred by the State Government or Rajasthan cooperative Dairy Federation Ltd. or blacklisted by any other procuring entity.

10. The Bidder must have PAN number and GST number.

11. All the details/documents which have been sought must be scanned/uploaded.

12. The offers of the bidders who do not fulfill the above criterion may not be considered.

13. The successful Bidder will be one who fully agrees to comply with all the terms and conditions of this Bid document without any omission, deviation and reservation and possesses the required qualifications and experience and whose financial bid is evaluated as the lowest by Rajasthan Cooperative Dairy Federation Ltd.
Section IV:
Schedule of Supply
## APPROX. REQUIREMENT OF TRANSFORMER 800 KVA.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of Milk Union/Cattle Feed Plant</th>
<th>Transformer 800 KVA Qty. (in Nos.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CFP Bikaner</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>1</td>
</tr>
</tbody>
</table>

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

RCDF

Jaipur
Schedule-II

Delivery and Completion Schedule

1. Delivery and Completion Schedule shall be as per the General Conditions of Contract and Special Conditions of Contract.
Schedule-III

Technical Specifications

Technical Specifications for Supply, Installation, Commissioning & Testing of 800 KVA Transformer and allied accessories at CFP, Bikaner.

S/I/T/C PERIOD 06 MONTHS

Supply, Installation, Commissioning & Testing of 800KVA Transformer and its allied accessories i.e. earthing, (HT Cable, LT Cable of suitable size etc) same are to be placed in existing electrical circuit of CFP, Bikaner. Now the new system i.e. 800 KVA transformer is to be placed in existing HT circuit. The output of 800 KVA transformer shall be connected to LT panel with existing ACB available at site. The 800 KVA transformer will work independently to cater the total electrical load of plant. The supplied system should be equipped with all required safety and inter-locking etc. The detail specifications of items required for successful placement of 800 KVA transformer in existing circuit are detail below :-

The lengths of cables & other items mentioned in the tender document are tentative only and may vary as per actual site conditions and the financial comparative shall be drawn based on quantities mentioned in the tender document. :-

Part A

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit Rate (Rs.)</th>
<th>Total (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply, Erection, Testing &amp; Commissioning of 800 KVA copper-wound, 3 – phase, 50 Hz oil immersed, naturally cooled, out door type Power Transformer having a vector configuration DY11 with plus/minus 5% tapping taken out in tap changing switch, HT winding connection in Delta and LT winding connection in Star and neutral brought out and connected to a separate terminal with outdoor open porcelain bushing and complete with first charge of requisite transformer oil, with following being available :-</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Signed & Sealed by the tenderer in token of acceptance of above) 36 RCDF Jaipur
- Fitting and Accessories
  - Oil conservator tank with drain plug and filling cap.
  - silica gel dehydration breather charged with silica gel
  - oil level gauge
  - oil drain valve
  - thermometer pocket with thermometer
  - earthing terminal
  - lifting lugs
  - four bidirectional roller wheels
  - air release valve
  - explosion vent

Parallel operation of transformers:

- Transformers offered for the same vector group DY 11, rating and voltage ratio should be capable of operating in parallel satisfactorily. It shall be installed and commissioned as per IS 10028-1981 or latest.
- Other item- Fire bucket 3 nos capacity 20 ltrs, Fire extinguishers CCL type 5 Kg-2 no, Shock treatment chart 5 n0, Danger plate-5 Nos.

Further the tenderer is advised to submit the foundation drawings of transformer and get it approved.

**Note:** Transformer complete specifications as per enclosure.

5. Supplying and making of Indoor / outdoor cable jointing for 11 KV XLPE cable of heat shrinkable type termination kit including preparation of cable ends. Make M Seal/Denson. (This item will include all requisite hardwares lugs etc.)
   a) Indoor type .. .. .. .. ..
   b) Outdoor type .. .. .. ..

6. Supply, Installation and Commissioning of advance maintenance free chemical gel earth single pole earthing system of 2 mtrs. Length and 80mm dia 2mm thick

(Signed & Sealed by the tenderer in token of acceptance of above)
electrolytic grade copper tube duly filled with conducting natural mineral with permanent sealing at both ends with lead terminals at the top along 1 set of Part – I 5Kg. mixture of calcium carbonate, tetra sodium Hexcyno Ferrate, Sodium sulphate. Part – II 5Kg. Copper sulphate.

25 x 6mm GI strip
50 x 6mm GI strip

4 Nos.

50 Mtrs.
50 Mtrs.

7 Supply, Installation, Testing & commissioning of XLP LT cable 4R x 3.5 x 300Sq.mm.

30 Mtrs.

Total of Part - A:

* Please refer Part – B also.

The tenderer is required to take necessary approvals from the concerned Inspector of Electrical, CFP, Bikaner.

The supplier or erector should submit ‘A’ Class contractor Certificate.

Part - B

TECHNICAL SPECIFICATIONS OF MOTOR CONTROL CENTRES (SHEET STEEL)

1.0 Motor Control Centre (sheet steel)

1.1 Functional requirement:
To receive, control and distribute electrical power at 440V 50Hz. AC on a sheet steel housing.

1.2 Design requirement and scope of supply:
1.2.1 Statutory requirement:

Motor Control Centre is to be manufactured / assembled as per the latest ISI specifications, Indian Electricity rules, including special requirements of Rajasthan State Electrical Inspectorates.

1.3 Housing details:
1.3.1 The switchboard shall be fabricated out of 16SWG sheet steel and shall consist of free standing front openable panels arranged to form a continuous line up of uniform height. Cold rolled sheets shall be used for doors and front covers. Front doors shall be hinged type and bus bars, bars and cables alloys covers shall be bolted type. Suitable M.S. channel base frame should be provided.

1.3.2 Switch Board shall be extensible at both the ends by addition of vertical sections. Ends of the bus bars shall be suitably drilled for this purpose.

1.3.3 The Switch board shall be totally enclosed, dust, weather and vermin proof. Gaskets of durable material shall be provided for doors and other openings. Suitable hooks shall be provided for lifting the boards. These hooks when removed, shall not leave any opening in the board.

1.3.4 All hardware shall be corrosion resistant. All joints and connections shall be made by galvanised zinc passivated or cadmium plated high tensile strength steel bolts, units and washers secured against loosening.

1.3.5 The switch board shall be in cubical design (each feeder components are housed in individual cubical). Suitable cable and bus bar alleys shall be provided. All components of the switch board should be approachable from front. The maximum and minimum operating handle / push button height of any feeder shall not be more than 1800 mm or less than 400 mm with reference to panel bottom. Supporting arrangement for dressing of power and control cables in cable alleys shall also be provided.

1.3.6 Painting:
All metal surfaces shall be thoroughly cleaned and degreased to remove all scales, rust, grease and dirt. Fabricated structures shall be pickled and treated to remove any trace of acid. The under surface shall be prepared by applying a coat of phosphate paint and a coat of yellow zinc chromate primer. The under surface shall be made free from all imperfections before undertaking the final coat.

After preparation of the under surface, the panel shall be spray painted with final two coats of approved paint. Supplier shall obtain details of approved paint from the purchaser before final painting.

The finished panels shall be dried in stoving ovens in dust free atmosphere. Panel finish shall be free from imperfections like pin holes, orange peals, fun-off paint etc.

All unpainted steel parts shall be cadmium plated or suitably treated to prevent rust, corrosion etc.

1.3.7 Name Plates:
Name plates for all incoming and out coming feeders shall be provided on doors of each compartment. Name plates shall be fixed by counter sunk screws only and not by adhesives. Special danger plates shall be provided as per requirement.

1.4 Busbar sizing, connecting and supports:
1.4.1 The busbar shall be made from high conductivity electrolytic aluminium. The busbars and supports shall be capable of withstanding the rated and short circuit current, stated in the feeder details. Minimum size of main power busbars shall be 200 Amps. rating. Maximum current density permissible for aluminium busbars shall be 8.2 Amps/mm².

(Signed & Sealed by the tenderer in token of acceptance of above) 39 RCDF Jaipur
An earthing busbar of minimum 150 mm² section aluminium shall be provided outside panel at bottom throughout the length of the panel.

1.4.2 The busbars shall be provided with PVC/heat shrinkable insulating sleeve. Supports for busbars shall be made of suitable size hyleum sheets/epoxy compound blocks and these should be adequate in number so as to avoid any sag in the busbars.

1.4.3 Minimum clearance between phase to phase shall be 32 mm and between phase to neutral / earth shall be 26 mm.

1.5 Power Connections:
1.5.1 For power inter-connections within the panel board:
Copper conductor PVC insulated cables of adequate cross section shall be used. For current rating above 63 Amps. aluminium busbar strips of adequate rating shall be used. Minimum size of copper conductor to be used shall be 2.5 mm². Cables lugs/sockets of suitable size and type shall be used for all inter-connections.

1.5.2 For all aluminium to copper connections, suitable bimetallic material (“CUP-al” washers) shall be used.

1.5.3 For each outgoing motor ( upto 60 HP) feeder, suitable size terminal blocks (min. 3 ways) shall be provided in its cubical and wiring upto these from contactors shall be done by panel supplier. All the terminal blocks shall be suitable for aluminium conductor cable.

1.5.4 For incoming and outgoing feeders of the MCC aluminium conductor cable will be used and hence the panel is to be designed for receiving these and wherever required cable boxes shall be provided in panel by supplier. Removable gland plates shall be provided on top/bottom of panel for cable entries.

1.5.5 To prevent accidental contacts, all interconnecting cables/busbars and all terminals also shall be shrouded.

1.5.6 Standard colour code of red, yellow and blue for phases and black for Neutral to be followed for all busbars / conductors.

1.6 Auxiliary wiring and Terminals:

1.6.1 Wiring for all controls, protection, metering, signaling etc. inside the switch board shall be done with 650 volts PVC insulated copper conductors. Minimum size of those conductors shall be 1.5 mm². Control wiring to component fixed on doors shall be flexible type.

1.6.2 The complete panel would be sub-divided into different sections by purchaser and each section shall have its own control circuit with fuse and indication. Terminal block (Minimum 3 – ways) for control wiring shall be provided for each outgoing Motor feeder in its cubical. 10% spare terminals shall always be available in each terminal block. Control wiring upto these terminal blocks shall be done by supplier.

1.6.3 All control wiring should be provided with necessary cable / sockets / lugs at both ends.

1.6.4 Conductor shall be terminated using compress on type lugs. Each termination shall be identified at both the ends by PVC ferrules. The identification termination numbers should match with those on drawings.

1.6.5 Control wiring for motor feeders should be such that the “green” light of motor feeder is “NO” only when control as well as power circuit of feeder is “NO”.

1.7 Switchgears:

(Signed & Sealed by the tenderer in token of acceptance of above)
1.7.1 **Air Circuit Breaker**: The technical specifications given subsequently.

1.7.2 **Moulded case circuit breakers (MCCBs)**:
MCCBs shall be provided with interlocking system suitably.

1.7.3 **MCB**:
4 poles MCB of suitable rating for all electrical loads shall be provided.

1.7.4 The rating of the power contractors shall be as required depending upon the feeder rating indicated in the specifications and as per the table given below. Contractor coils shall be suitable for 230 / 440 Volts, 50Hz. Unless otherwise specified. All contractors shall be supplied with minimum 2 NO + 2 NC auxiliary contacts. Additional contacts if required for inter-locking etc. shall also provide.

1.7.5 **Protective devices**:
Electronic relays shall be provided for all motor feeders. The relays shall be adjustable and self reset type. There should be SPP (single phase prevention) built up in the relay.

Any other relays, if required for motor feeders shall be specified in the feeder details.

1.7.6 **Timers**:
The timers shall be electronic type, suitable for 240V 50Hz. supply.

1.7.7 **Push Buttons (PBs)**:
push buttons shall be luminous type with 22mm hole size. Push buttons shall be with contact elements, shall be generally mounted on openable covers. Colours shall be as follows:

- Stop / open / emergency - Red
- Start / close - Green

It should have minimum 1 NO + 1 NC contacts. Push buttons with built-in indication lamps shall also be accepted with case separate indication lamps are not required.

1.7.8 **Indication Lamps**:
Indication lamps shall be LED type with 22 mm hole size.

Colours shall be as under:-

- Phase - Red, yellow and blue
- Open/Stop/Emergency - Red
- Close/Start - Green/Black

Bulbs shall be suitable for 250 volts AC supply.

1.7.9 **Current Transformers (CTs)**:
CTs shall be cast resin insulated type. Primary and secondary terminals shall be marked individually. CTs shall preferably be mounted on stationary parts. CT rating and ratings shall be as per feeder ratings. These shall be capable of withstanding momentary short
circuit and symmetrical short circuit current for 1 second. Neutral side of CTs shall be earthed. Protection on CTs shall be low reactance, accuracy should be class I VA burden. The CTs shall be of ALPHA make.

1.7.10 Measuring Instruments:
These shall be of square pattern having approximate dimensions 96mm x 96mm, flush mounting type. Necessary auxiliary instruments like CTs PTs etc. are also included in the scope of supply.

The voltmeter shall be of 0-500 V range with VSS.

The ampere meter shall be 800/5 A range with ASS.

The voltmeter and Ampere meter shall be of AEI / IMP make and the voltage selector switches shall be of Sulzer / Kaycee make.

All AC meters shall be moving iron type having class 1.0 accuracy. Ammeters for motor feeders shall have a non linear compressed scale at the end to indicate starting current.

Voltmeter shall be suitable for direct line connection.

Voltmeter shall be connected through fuses only.

Energy meters shall be suitable to measure unbalanced loads of 3 phases, 4 wire systems.

2.0 Special requirements:
3.0 D.G. set change over switch:
There is a requirement of 1 No. change over switch. There will be change over switch so that operation of DG set 250 KVA is possible when there is no power & also to isolate State Electricity Board power supply when there is necessity to operate the DG set.

4.0 Incomer:
a) For incoming feeders upto and 800 A rating provide MCCBs with 40 KA breaking capacity with overload / short circuit and earth fault protection.
b) For all incoming feeders provide CT operated ammeter with rotary selector switch; voltmeter with selector switch and 3 Nos. indicating lamps with red lines.

4.1 Outgoing feeders:
a) Motor feeders of rating of 10 HP or above shall be provided with suitable automatic star-delta starters along with electronic protected relay, timer, triple pole switch fuse unit/MCCB and ammeter. All motor feeders upto 60 HP shall be provided with MCB and above 60 HP MCCBs with a minimum breaking capacity of 40 KA shall be provided. For feeders below 15 HP rating provide direct reading ammeter and for feeders of 15 HP and above rating provide CT operated ammeters. All the power contractors of star-delta starters shall have same current rating.
b) Feeders for star-delta starters will be provided with specified current rating in the distribution boards.
c) Motor feeders of rating less than 10 HP will be provided with suitable direct on line starters along with thermal overload relays with single phase preventing and MCBs as per requirement.

d) The motor feeders wired for remote control will be provided with only an OFF push buttons the distribution board whereas for the feeders wired for local control from the board, both ON and OFF push buttons along-with green indicating lamp for ON will be provided on the distribution board.

e) Suitable cable glands provision will be provided for each of the incoming and outgoing feeders.

f) The components to be used will be of either L&T/ Siemens / Bhartiya Cutler Hammer / C&S / GE make. Tenderer should specify the make offered.

g) The following selection table shall be followed for starters of motor feeders unless otherwise specified:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>415 V Motor H.P.</th>
<th>Contractor Rating Amps.</th>
<th>MCB / MCCB Rating / Amps.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0 to 10.0 HP</td>
<td>16</td>
<td>25 Switch</td>
</tr>
<tr>
<td>2</td>
<td>15 HP</td>
<td>32</td>
<td>63 -do-</td>
</tr>
<tr>
<td>3</td>
<td>20 to 25 HP</td>
<td>63</td>
<td>63 -do-</td>
</tr>
<tr>
<td>4</td>
<td>30 HP</td>
<td>63</td>
<td>100 -do-</td>
</tr>
<tr>
<td>5</td>
<td>40 to 50 HP</td>
<td>100</td>
<td>100 -do-</td>
</tr>
<tr>
<td>6</td>
<td>60 HP</td>
<td>100</td>
<td>100 -do-</td>
</tr>
<tr>
<td>7</td>
<td>75 HP</td>
<td>150</td>
<td>150 / 175MCCB</td>
</tr>
<tr>
<td>8</td>
<td>100 HP to 150 HP</td>
<td>150</td>
<td>225 MCCB</td>
</tr>
</tbody>
</table>

Starters / S.F. units of higher ratings should be preferably located at the bottom portion of MCC.

**IMPORTANT NOTES :**

1. Interlocking sequences:
   - Condenser water pump
   - Jacket cooling water pump
   - HDI Compressor
   - Capacitor

(Signed & Sealed by the tenderer in token of acceptance of above)
2. The HP of various motor have not been specified above as the same would depend on the design of respective equipment to be offered by the tender.

3. The necessary fully automatic star – delta starters (soft starter) for 120 HP motors shall have to supplied & installed near the ammonia compressors and tested & commissioned.

**Part – D**

**Necessary Cables, Cable Trays etc.**

All necessary cables for connecting HT side to the primary of the transformer is available at site. Tenderer has to supply LT cable to connect main LT panel with transformer secondary side as per side condition.

The quantities mentioned for cables in this tender document are tentative only and may vary as per site conditions. The tenderers has to carry out supply , installation and commissioning of supplied system as per site condition

1100 KV GRADE, 3.5 C ARMOURED ALUMINUM CONDUCTOR, PVC INSULATED LT CABLE SELECTION CHART AS PER THE FEEDER DETAILS AT 8 VOLTS DROP.

Table ‘A’

<table>
<thead>
<tr>
<th>S. NO.</th>
<th>FEEDER TYPE</th>
<th>FEEDER RATING</th>
<th>CABLE SIZE</th>
<th>LENGTH OF CABLE (in Mtrs.)</th>
<th>Unit Rate</th>
<th>TOTAL AMT. (in Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TRANSFORMER TO MAIN ACB</td>
<td>1250 A</td>
<td>4 X 3.5 X 300 Sq.mm. XLPE</td>
<td>30</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total of Table A =

**Technical Specification for Oil Filled Copper Wounded Transformer Cap. 800 KVA.**

- **OIL FILLED DISTRIBUTION TRANSFORMER**

  **FUNCTIONAL REQUIREMENTS:**

  Oil filled type distribution transformer with off load tap changing suitable for outdoor installation are required to receive power at high voltage and step down the voltage to cater to the power requirements of the plants at stepped down voltage.

- **DESIGN REQUIREMENTS AND SCOPE OF SUPPLY**

  **Statutory requirements**

(Signed & Sealed by the tenderer in token of acceptance of above)
Transformer shall be manufactured as per BS:171 & BIS:2026 (amended as on date) specification, Indian electricity rules, including special specifications mentioned below:

- **Housing Details:**
  The transformer tanks shall be fabricated of good quality mild steel plates and stiffened with suitable mild steel sections to ensure structural rigidity. CRCA pressed sheet radiators bank shall be complete with air release plug, drain plug and isolating valves at points of connection with the tank.

**Surface preparation and painting of tank:**
- Steel surface shall be prepared by sand/shot blast or chemical clearing including phosphating as per IS:3618
- Heat resistance paint (hot oil proof) shall be provided inside the tank.
- On external surface one coat of thermo setting powder paint or two coats of zinc chromate followed by two coats of synthetic enamel paint of dark admiral gray shade conforming to no. 632 of IS:5 of 1961 shall be provided.

- **Standard accessories required**
  The transformer shall be core type, double wound copper conductor, oil immersed, oil natural cooled, 3 phase, 50 Hz. Having DYN 11 connection. The transformer will have **amorphous metal /CRGO/any other low loss core**. The transformer shall be complete with the followings:
  1. Conservator with oil filling hole and cap, oil level gauge and a drain valve with plug.
  2. Double diaphragm explosion vent
  3. Air release plug on tank cover.
  4. Lifting lugs.
  5. Off-load tap changing 17 positions, 16 steps, on H.V. windings or transformer, to take care of percentage voltage of -10% to +10% in step of 1.25%.
  6. Two nos. base channels with jacking lugs and bi-directional flat rollers.
  7. Two nos. earthing terminals (without lugs).
  8. Thermometer pocket with 150 mm dial thermometer with 2 meter capillary, alarm & trip contacts with maximum reading pointer for measuring oil temperature.
  9. 150 mm dial thermometer (winding temperature) with 2 meter capillary, alarm & trip contacts with maximum reading pointer.

(Signed & Sealed by the tenderer) 45 RCDF Jaipur

(Signed & Sealed in token of acceptance of above)
10. Double float Buchholz relay with trip and alarm contacts including testing & sampling cocks and 2 nos. oil shut off valves.
11. Magnetic oil level gauge indicator with low- level alarm contacts
12. Marshalling box to house dial thermometers and terminal with wiring complete from Buchholz relay and dial thermometers up to marshalling box.
13. Top oil filter valve with plug.
14. Bottom oil filter cum drain value with plug and looking arrangement.
15. Silica gel breather with a shut off valve for breather servicing at accessible height.
16. Pressure release value
17. Rating and diagram plate.
18. 3 nos. HT bushing with cable box for 1 run HT XLPE cable terminations.
19. 4 nos. LT bushing with cable box for 3 run LT XLPE cable terminations.
20. Neutral terminal 1 no. bought outside for solid earthing
21. Oil level indicator with minimum & oil filling level markings
22. Jacking pads

- Remarks
  a. When Lt cable box is provided, a neutral shall be brought out for soiled earthing.
  b. Bus links shall be provided in the cable box for proper cable terminations.
  c. transformers shall be complete including first charge oil. Oil can be supplied separately filled in sealed drums. Oil dielectric strength should be better than 40 kv. The insulating oil shall comply with the requirements of relevant standards IS:335/1993 or BS:148. Oil shall be failed under vacuum.
  d. Heat-shrinkable terminal kits of Raychem/M-seal sleeves shall be used during HV cable termination and the cable box clearances shall be provided in line with the same.

Ratings & additional accessories for the transformers shall be as follows:

Name of the project : Cattle feed plant unit of RCDF

The transformer rating shall be as under:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>KVA</td>
<td>800KVA</td>
</tr>
<tr>
<td>Frequency</td>
<td>50 c/s</td>
</tr>
<tr>
<td>Voltage HT</td>
<td>11000 volts</td>
</tr>
<tr>
<td>LT</td>
<td>433 volts</td>
</tr>
</tbody>
</table>

(Signed & Sealed by the tenderer 46 in token of acceptance of above) RCDF

Jaipur
Phases : Three
Installation : outdoor

Qty. of transformer : one No.

Cable details :
- **HT** : 3C X 120 MM² 11 KV XLPE cable, A1 Armoured
- **LT** : 4C X 3.5 C x 300mm² 1.1 KV XLPE cable, A1 Armoured/aluminium bus duct 1250 Amp.

- **Guaranteed performance details to be provided by the bidder**
  1. No load losses at rated voltage & frequency : ------- watts
  2. Full load losses at rated current at 75 deg. C. : ------- watts
  3. Impedance at rated current and frequency at 75 deg. C. : ------- %
  4. Efficiency at full load 0.8 P.F. lagging at 75 deg. C. : ------- %
  5. Approximate quantity of oil required for first filling : ------- Literes
  6. Max. rise in winding temperature (above ambient temp.) : --- Deg C
  7. Max. rise in oil temperature (above ambient temp.) : ------- Deg C
  8. Duration and percentage overloading : As per IS 6600

**Transformers tests**

Following routine tests as per IS:2026 and IS:1180(part-II) shall be carried out for each transformer, at manufacturer’s work and test report shall be furnished.

- No load loss measurement test
- Full load loss measurement test
- Winding resistance measurement test
- Impedance voltage/short circuit impedance of transformer
- Insulation resistance test
- Turns ratio test
- Separate source voltage test
- Inducted over voltage test
- Polarity phase relationship test
- Dielectric strength test of transformer oil
Note: As the above test is required to be carried out before final sealing of the transformer, the inspecting engineer will be present at the time of final sealing to witness this test. The test cannot be demonstrated on a completed transformer. Inspection is at the discretion of purchaser.

Air-pressure test: The tank shall be fixed with a dummy cover with all fittings including bushings in position and shall be subjected to following pressure created inside the tank:

- 0.8 Kg/cm² g above atmospheric pressure for 30 minutes
- A vacuum corresponding to (-) 0.7 Kg/cm square g for 30 minutes

• Bidder should submit the testing report of transformer from CTL

Note:

Further the tenderer is advised to submit 3 sets of the foundation drawings of transformer and get it approved. The supplier will also have to submit test certificates of transformer and oil.

Important Note:

The tenderer is advised to visit to site so as to apprise himself of actual site condition and quantum of work involved. Transformer should be designed and manufactured, Testing as per latest norms/confirming to EEL-2 (Energy Efficient Level) of IS1180 Part-1 2014.
**DETAILS**

THE MATERIAL AGAINST SUPPLY, INSTALLATION & COMMISSIONING OF 800 KVA TRANSFORMER AT CFP, BIKANER AS FOLLOWS :-

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>The List of items</th>
<th>Capacity</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>S/I/T/C of transformer 800 KVA</td>
<td>As per tech. specification</td>
<td>1</td>
<td>Lot</td>
</tr>
<tr>
<td>2</td>
<td>Supply &amp; making of Indoor cable jointing for 11 KVA XLP cable.</td>
<td>As per tech. specification</td>
<td>3</td>
<td>Nos.</td>
</tr>
<tr>
<td>3</td>
<td>Supply &amp; making of Outdoor cable jointing for 11 KVA XLP cable.</td>
<td>As per tech. specification</td>
<td>3</td>
<td>Nos.</td>
</tr>
<tr>
<td>4</td>
<td>Earthing</td>
<td>As per tech. specification</td>
<td>4</td>
<td>Nos</td>
</tr>
<tr>
<td>5</td>
<td>GI Strip</td>
<td>25 MM x 6 MM</td>
<td>50</td>
<td>Mtrs.</td>
</tr>
<tr>
<td>6</td>
<td>GI Strip</td>
<td>50 MM x 6 MM</td>
<td>50</td>
<td>Mtrs.</td>
</tr>
<tr>
<td>7</td>
<td>S/I/T/C of LT cable 4 run x 3.5 C X 300 Sq.mm</td>
<td>XLP cable</td>
<td>30</td>
<td>Mtrs.</td>
</tr>
</tbody>
</table>

**TURN –KEYCONTRACT**

This is a turnkey project, tenderer has to carry out successful Supply, Installation and commissioning of awarded work as per site condition, all necessary allied material considered in tender need to be supplied at site. Any items not mentioned in the specification/scope of the work but are required for completion of the project, the same shall be supplied and installed by the supplier without claiming extra payment.

In addition to the standards mentioned, all works shall also conform to the requirements of the following for which necessary certifications of the concerned departments are to be obtained and submitted to the concerned unit/RCDF:-

a. Indian Electricity Act and rules framed there under.
c. Regulations laid down by the Chief Electrical Inspector of the State/State Electricity Board.
d. Regulations laid down by the Chief Inspector of the Factories & Boilers of the State.
e. Regulations laid down under the Explosive Act.

(Signed & Sealed by the tenderer) 49

RCDF
Jaipur
f. Regulations as per Weight and Measure Act.
g. Pollution Control Board of Rajasthan.
h. Bureau of Indian Standards
i. Any other regulations laid down by the local authorities.

Applications under various Acts should be moved through concerned unit/RCDF well in advance so that operation of the plant could be started as per rules and regulations from the day one after handing over the plant. However, actual fee and other charges deposited with the government authorities will be reimbursed to the Contractor after production of receipt.
Inspections and Tests

The buyer shall have the right to make inspection of any of the items under contract during the fabrications, at the factory of the supplier including access to drawings and test result, to assure that all machinery and equipment to be supplied shall conform to the details of the specifications.

Notwithstanding whether factory inspection is made or omitted upon arrival at delivery point and prior to the acceptance of the equipment and machinery delivered, the buyer shall have right to inspect them giving representative of the supplier an opportunity to be present. Upon acceptance an appropriate certificate will be issued.
Section V : Bidding Forms
Technical Proposal (Bid)
Form TECH-1

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

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

Sub: Acceptance of Terms & Conditions of Bid.

NIB No.__________________________
Tender ID No. ________________________________
Name of Tender / Work / Item __________________________________________

Dear Sir,

We, the undersigned, declare that:

1. I / We have downloaded the bid documents for the above mentioned bid.
2. I/ We have examined and have no reservations to the entire Bidding Document, including Addenda and I / We shall abide by the same.
3. I / We hereby unconditionally agree & accept the terms & conditions of above mentioned bidding document in its totality / entirety.
4. I/ We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in the bidding document.
5. Our Bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. If our Bid is accepted, we commit to submit a Performance Security of the amount of 5% (Five percent) of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract.
7. I/ We are not participating as Bidder in more than one Bid for supply of the subject Goods in this bidding process.
8. Our firm/or the firm authorizing us for the supply of subject goods has not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law.

(Signed & Sealed by the tenderer in token of acceptance of above)
9. I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

10. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

11. I/ We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.

12. In case any provisions of the bidding document are found violated or breached then procuring entity shall without prejudice to any other legal right or remedy be at liberty to reject this bid including the forfeiture of the full bid security amount absolutely.

Yours Faithfully,

Name: ____________________________________________
In the capacity of: ___________________________________
Signed: ___________________________
Date: ________________________
Duly authorized to sign the Bid for and on behalf of: ________________
Complete Address ______________________________________
Tel: ___________________ Fax: _________________ E-mail: ________________
Form TECH-2
BIDDER’S ORGANIZATION DETAILS

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:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of Contact Person with designation &amp; his mobile numbers</td>
</tr>
<tr>
<td>2.</td>
<td>Complete correspondence address of Firm</td>
</tr>
<tr>
<td>3.</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>4.</td>
<td>Fax No.</td>
</tr>
<tr>
<td>5.</td>
<td>E-mail address</td>
</tr>
<tr>
<td>6.</td>
<td>Manufacturing License No. &amp; Date</td>
</tr>
<tr>
<td>7.</td>
<td>PAN no. of proprietor/partnership firm/company etc.</td>
</tr>
<tr>
<td>8.</td>
<td>Capacity in which tender has been submitted proprietor/partnership firm/company etc.</td>
</tr>
<tr>
<td>9.</td>
<td>Is the bidder a manufacturer, if yes, please mention the same. If not, then the manufacturer who has authorized should be indicated.</td>
</tr>
<tr>
<td>10.</td>
<td>The total value of purchase orders / performance certificates successfully completed in last five years. Details of the same and copies to be enclosed as per Tech-3.</td>
</tr>
<tr>
<td>11.</td>
<td>The total value of current supply orders in hand, if any. Details of the same and copies to be enclosed as per Tech-3.</td>
</tr>
<tr>
<td>12.</td>
<td>Year wise sales/income from operations/tturnover as per manufacturing &amp; trading account and balance sheet for the last three years.</td>
</tr>
<tr>
<td>13.</td>
<td>IT Return being attached of the year.</td>
</tr>
<tr>
<td>14.</td>
<td>GST No. &amp; Date</td>
</tr>
<tr>
<td>15.</td>
<td>Bid acceptance letter given in the enclosed format given at Tech-1. (Yes/No)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Value (Rs. in lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Turnover (Rs. in lacs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-15</td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
</tr>
<tr>
<td>2016-17</td>
<td></td>
</tr>
</tbody>
</table>

(Signed & Sealed by the tenderer in token of acceptance of above) 56 RCDF Jaipur
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>16.</td>
<td>Installed capacity of the Plant per month</td>
</tr>
<tr>
<td>17.</td>
<td>Details of RTGS: (Please upload a photocopy of a cancelled cheque of this account for confirmation).</td>
</tr>
<tr>
<td></td>
<td>Bank Name</td>
</tr>
<tr>
<td></td>
<td>Branch Name</td>
</tr>
<tr>
<td></td>
<td>RTGS / IFSC Code</td>
</tr>
<tr>
<td></td>
<td>Account Number</td>
</tr>
<tr>
<td>18.</td>
<td>Information regarding current litigation / past debarment / black listing, if any.</td>
</tr>
<tr>
<td>19.</td>
<td>Detail of Demand Draft’s</td>
</tr>
<tr>
<td></td>
<td>Particular</td>
</tr>
<tr>
<td></td>
<td>Tender Processing Fees</td>
</tr>
<tr>
<td></td>
<td>Tender Fees</td>
</tr>
<tr>
<td></td>
<td>Bid Security</td>
</tr>
</tbody>
</table>
Form TECH-3
BIDDER’S EXPERIENCE DETAILS

1. Details of purchase orders successfully executed in last five years/ performance certificates of last five years and the current supply orders in hand may please be summarized chronologically in the given format and copies of the same may be scanned and uploaded.

Details of Purchase Orders of last five years.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>P.O. Number and Date</th>
<th>Issued By / Name of Buyer</th>
<th>Name of the item</th>
<th>Amount (Rs./P.)</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
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</tr>
<tr>
<td>3.</td>
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<td></td>
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<tr>
<td>4.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

Details of Current Purchase Orders/Purchase Orders in hand.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>P.O. Number and Date</th>
<th>Issued By / Name of Buyer</th>
<th>Name of the item</th>
<th>Amount (Rs./P.)</th>
<th>Page No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
Form TECH-4
TECHNICAL DEVIATION STATEMENT FORM

(Refer Qualification and Evaluation Criteria)

The following are the particulars of deviations from the requirements of the tender technical specifications:

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>DEVIATION</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(Including justification)</td>
</tr>
</tbody>
</table>

Dated

Signature and seal of the Manufacturer/Bidder

NOTE:

1. Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

2. The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviation furnished in the statement.
MANUFACTURER’S AUTHORIZATION FORM

No.__________________________________ Dated________________________________

MANAGING DIRECTOR,
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 authorize
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
authorize 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.
1. Manufacturing/trading account and balance sheet of last two years - summary only – (any two years out of the preceding three financial years) is to be scanned and uploaded.
2. Copy of GST Registration Certificate is to be scanned and uploaded.
3. Copy of IT Return of last year is to be scanned and uploaded.
4. Copy of cancelled cheque of Bank Account given for RTGS details is to be scanned and uploaded.
5. Price and/or purchase preference to local enterprises, if applicable, shall be given as per Finance Department Notification SO165 dated 19.11.2015 under Rajasthan Transparency in Public Procurement Act, 2012 (Act no. 21/2012) read with rule 33 of the Rajasthan Transparency in Public Procurement Rules, 2013. In order to avail the same, bidders shall have to submit duly filled and verified prescribed Form ‘A’ and ‘B’ with the technical bid in tech-6.
FORM TECH-7

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

Declaration by the Bidder in compliance of Section 7 & 11 of the Act

_________________________________________________________________________

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, Rajasthan Cooperative Dairy Federation Ltd. Saras Sankul JLN Marg, Jaipur-302017, Rajasthan for procurement of ____________________ to be supplied to your milk unions. In response to their Bid/Tender No…………… Dated …………… we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Rajasthan Cooperative Dairy Federation Ltd.

2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;

3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;

4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

(Signed & Sealed by the tenderer in token of acceptance of above) 62   RCDF
Jaipur
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date: 
Place: 
Signature of Bidder/Tenderer
Name:
Designation:
Address:
FORM TECH-8

POWER OF ATTORNEY

(On Stamp paper of appropriate value and attested by notary)

Know all men by these presents, we..........................................................(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.............................................. ..............(name and residential address) who is presently employed with us and holding the position of ........................................................ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder for supply of __________________________ to your milk unions, including signing and submission of all documents and providing information/responses to RAJASTHAN COOPERATIVE DAIRY FEDERATION LTD., JAIPUR in all matters in connection with our bid for the said assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the Day of Acceptance

For .......................................................... Name & signature

(Name and designation of the person(s) signing on behalf of the Applicant)

(Signed & Sealed by the tenderer in token of acceptance of above)
Form TECH-9

Bid Security in form of Bank Guarantee

[To be issued by a Scheduled Bank in India and must be duly stamped]

[insert Bank’s Name, and Address of Issuing Branch or Office]

Beneficiary:

The Managing Director
Rajasthan Cooperative Dairy Federation Ltd,
SarasSankul, JLN Marg, Jaipur-302017 Rajasthan

Date: [insert date]

BID GUARANTEE No.: [insert number]

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its Bid dated [insert date] (hereinafter called "the Bid") for the supply of ____________________________ to our milk unions under Bid No. [insert BID number]. Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid/Tender conditions, because the Bidder:

(a) has withdrawn its Bid/Tender during the period of Bid validity specified by the Bidder in the Form of Bid; or
(b) having been notified of the acceptance of its Bid by the Rajasthan Cooperative Dairy Federation Ltd, Jaipur during the period of Bid/Tender validity,
(i) fails or refuses to execute the Contract Form, if required,
(ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB),
(iii) does not accept the correction of errors in accordance with the ITB, or
(iv) breaches any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to
you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) 180 days after the expiration of the Bidder’s Bid/Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under ____________.

Name _____

In the capacity of __

Signed _____

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

Date __

Bank’s Seal ________________________________ of Bid Security
Financial Proposal (Bid)
FORM FIN-1  
FINANCIAL PROPOSAL SUBMISSION FORM  

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 FORMAT  

RATE QUOTATION FORM FOR SUPPLY / SUPPLY, INSTALLATION & COMMISSIONING OF SUBJECT GOODS/EQUIPMENT  
(TO BE UPLOADED IN FINANCIAL BID COVER-2)  

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Amount (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>F.O.R. Unit Price (inclusive of all expenses)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>GST</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>FOR Unit price for supply (inclusive of all expenses) (1+2)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Installation &amp; Commissioning Charges</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>GST</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Total FOR Unit Price for I&amp;C (4+5)</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Total Net FOR Unit Price for supply, installation &amp; commissioning (3+6)</td>
<td></td>
</tr>
</tbody>
</table>

*The FOR rates indicated at sr.no. 3, 6 & 7 includes all duties & taxes even if not explicitly mentioned here but in vogue/applicable at the time of furnishing rates, for supply anywhere in Rajasthan.*  

Note:  
(i) The conditional offer which affect the rate of quoted items shall be liable for rejection even if the quoted rate is lowest.
SECTION VI (A)
GENERAL CONDITIONS OF CONTRACT
## General Conditions of Contract

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Pre Bid Conference</strong></td>
<td>1.1</td>
<td>Pre bid conference dates for the equipments are given in the NIT. The bidders can seek any clarifications in the Pre-bid conference on the bids they intend to participate in, and so the bidders are advised to depute their authorized representative to attend the same, without fail. After scrutiny of the technical bids, the clarifications, if any, will be obtained from the bidders during the technical discussions. The bidders are advised to depute their authorized representative for the technical discussions on the date and time as informed by the RCDF.</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Price</strong></td>
<td>2.1</td>
<td>The rate must be offered on the basis of F.O.R. site inclusive all. The rates quoted should remain open (valid for acceptance) for a minimum period of 120 days from the date of bid submission deadline date. GST and any other type of duties/taxes as prevailing up to the date of submission of rates must be included in the net F.O.R. 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 F.O.R. rates.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.2</td>
<td>Rate must be offered for supply of the subject equipment to the Milk Unions/Units of RCDF from bonafide manufacturers or their authorized suppliers on a rate contract for a period of one year which may be further extended by another period of three months on the same terms &amp; conditions and prices.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2.3</td>
<td>The bidders 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, at the approved rate.</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Scope of Supply</strong></td>
<td>3.1</td>
<td>The suppliers shall supply the material/articles in accordance with specifications.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.2</td>
<td>The Goods and Related Services to be supplied shall be as specified in the bidding document.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3.3</td>
<td>Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the supplier’s cost, all such items not specifically mentioned in the Contract but that can be...</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>4. <strong>Erection, Testing &amp; Commissioning</strong></td>
<td>4.1</td>
<td>The bidder shall erect/install the equipment in accordance with the terms and conditions/specifications in the bidding document.</td>
<td></td>
</tr>
<tr>
<td>5. <strong>Spare Parts</strong></td>
<td>5.1</td>
<td>If required, the bidders shall submit a recommended list of spare parts along with the price valid for one year for each item of the equipment which would be reasonable to anticipate as necessary, to enable the equipment to be operated and maintained in a satisfactory manner for a period of 24 calendar months from the date of commissioning.</td>
<td></td>
</tr>
<tr>
<td>5.2</td>
<td></td>
<td>The cost of spare parts will not be considered in evaluating the bids.</td>
<td></td>
</tr>
<tr>
<td>5.3</td>
<td></td>
<td>The prices thus quoted for the spares should be valid for 12 calendar months from the date of opening of the bid.</td>
<td></td>
</tr>
<tr>
<td>6. <strong>Unloading charges at site</strong></td>
<td>6.1</td>
<td>For supply/installation &amp; commissioning of subject matter procurement, the price should be inclusive of unloading charges.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The material/equipment/machinery offered must be securely packed at the cost of the suppliers to withstand tough handling enroute by road/rail/air. Packing should be provided with protective lining to avoid damage to the surface of the packing and the items packed inside.</td>
<td></td>
</tr>
</tbody>
</table>
|   |   | **Marking:** Each package delivered under this bid shall be marked by the suppliers at their own expenses. Such markings shall be distinct and should bear the following:  
Name of the supplier.  
Details of the items in the package.  
Weight gross, net and tare.  
Name and address of the consignees as mentioned in the Procurement Order.  
Marking shall be carried out with such a material as may be considered necessary as regards quickness of drying, fastness and indelibility. |
| 7. **Insurance** | 7.1 | The supplier shall arrange insurance coverage, according to the dispatch instructions issued by Rajasthan Co-operative Dairy Federation Ltd., Jaipur and the supplier should cover all reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract. |
8. **Guarantee**

The supply of equipment as well as installation, if entrusted shall have to be carried out by the supplier to the entire satisfaction of the buyer. The supplier shall also guarantee to repair/replace without any extra cost, the items or parts thereof if found defective due to defective design, workmanship or substandard material brought to the attention within 12 calendar months from the date of satisfactory commissioning or within 24 months from the date of receipt of material at site, whichever is earlier. If it is necessary to send the defective equipment or parts thereof for repair/replacement the cost of loading, unloading, repacking and transportation from the site to works and back to site shall have to be borne by the supplier. The guarantee however does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment by the buyer/his authorised representatives.

The contractor shall have to guarantee the complete installation for satisfactory performance for a minimum period of one year from the date of commissioning of the plant. Any defect arising out of faulty erection/installation or use of substandard material or workmanship shall have to be rectified by the contractor at his own cost.

9. **Warranty**

All the suppliers shall provide a warranty for a minimum period of 12 calendar months from the date of commissioning of the equipment for the satisfactory performance of the equipment supplied to the designed/rated/installed capacity or any other norms fixed by the buyer. Also, they should provide a warranty for the period as stated above to the effect that supplier shall alone be responsible for all the litigations/disputes/claims and other legal complications that may arise in connection with the patent rights design rights and the rights of ownership of the materials.

10. **Right to operate &**

If after delivery, acceptance and installations and within the

(Signed & Sealed by the tenderer in token of acceptance of above)
<table>
<thead>
<tr>
<th>11. <strong>Technical information required with bid</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>11.1</strong> The bidders have to mention clearly that the specification of the materials bid are strictly in adherence to the technical specifications stipulated in the bid document. In case of any deviation, the bidders shall have to mention the same in details.</td>
</tr>
<tr>
<td>Maximum outputs of machines are to be specified for information only.</td>
</tr>
<tr>
<td>Schematic drawings and technical literature of equipment bidder shall have to be furnished.</td>
</tr>
<tr>
<td>Overall dimensions of the various equipment shall have to be mentioned in detail.</td>
</tr>
<tr>
<td>The total weights (in dry and working) of the various equipment/item shall have to be stated clearly.</td>
</tr>
<tr>
<td>The safety interlocks/devices in the equipment shall have to be highlighted.</td>
</tr>
<tr>
<td>The consumptions and services requirements of various equipment shall have to be detailed.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12. <strong>Terms of Payment</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>12.1</strong> <strong>for supply, installation and commissioning of equipment</strong> :-</td>
</tr>
<tr>
<td>30% of the ex-works order value (basic cost) shall be paid on acceptance of the order subject to the supplier furnishing a Bank Guarantee valid for 12 calendar months from the date of guarantee for an equivalent amount from a scheduled or Nationalized Bank in the enclosed performa. The Bank Guarantee can be released by RCDF once the advance is fully recovered/adjusted. The execution of agreement in the format is also a precondition for clearing advance.</td>
</tr>
<tr>
<td>50% (80% in case of the supplier/contractor who has not taken advance) on safe receipt of the equipment ordered at site but not later than 45 days from the date of receipt of the equipment at site.</td>
</tr>
<tr>
<td>The 10% of FOR site value shall be paid after commissioning but not later than 45 days from the date of commissioning.</td>
</tr>
</tbody>
</table>
|   |   | Balance 10% of the FOR site value shall be paid upon 12 calendar months from the date of commissioning or 24 months from the date of receipt of the same at site, whichever is earlier.

However, this balance 10% will also be released, if so desired by the supplier, provided the supplier furnishes a Bank Guarantee from a Scheduled or Nationalized Bank for the 10% value valid for a period of 12 calendar months from the date of commissioning in the performa enclosed in the bidding document.

In case of only supply the above payment schedule of 30% + 50% + 10% + 10% would stand changed to 30% + 60% + 10%.

| 12.2 | For Erection :-

90% on submission of progressive bills duly certified by the authorized representatives/Site Engineer of RCDF and balance 10% within 12 months from satisfactory commissioning of the equipment. However, the balance 10% will also be released, if so desired by the supplier, provided the supplier furnishes a Bank Guarantee from a Scheduled or Nationalized Bank for the 10% value valid for a period of 12 calendar months from the date of satisfactory commissioning of the equipment in the Performa enclosed.

| 13   | Delivery |

The supplier shall deliver the equipment as per delivery schedule mentioned in the Purchase Order. In case of installation & commissioning jobs the work is to be completely finished to the satisfaction of RCDF as per terms and conditions of purchase order.

The delivery time given in the contract is to be adhered to strictly. For this purpose the supplier has to inform RCDF the progress made towards fabrication of the items ordered from time to time during the delivery period. The supplier has to maintain good progress of work during the delivery period so as to deliver the items ordered in time. It is desired that RCDF/Milk Union is informed of the quantified progress made by the supplier once after 1/3rd of delivery time elapses and again after 2/3rd of delivery time elapses. In case RCDF is not satisfied with regard to the proportionate progress of work as per above, it may presume that the work has not been taken up by the supplier in the right earnest and that RCDF in such a situation will be at liberty to withdraw the work order and forfeit the performance security, if it so deems fit, after giving fifteen days notice to the party. The bidder is therefore advised to take note
of this important condition. The successful bidder should therefore take immediate action for execution of agreement and submission of bank guarantee of advance, if desired, within 10 to 15 days of placement of purchase order. It normally takes 30 days to release the advance, subject to submission of B.G. as per our format.

In case of failure by supplier in making deliveries within the time specified, the Rajasthan Co-operative Dairy Federation Ltd. may procure the materials supplies and services from any other sources and hold the suppliers responsible for any losses occurred thereby. Further the Rajasthan Co-operative Dairy Federation Ltd. reserves the right to terminate the services of such suppliers in such case without assigning any reasons thereof.

In case supplier fails to supply machinery/equipment in delivery period, interest at the rate of 12% per annum will be charged on the advance amount from the date by which delivery fails due to the actual date of supply unless an extension in delivery period is mutually agreed to by the supplier and RCDF.

14. **Supplier’s Responsibilities**  
14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with the Delivery and Completion Schedule, as per GCC and SCC.

15. **Procuring Entity’s Responsibilities**  
15.1 Whenever the supply of Goods or Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so requested by the Supplier, will make its best effort to support the Supplier in complying with such requirements in a timely and expeditious manner.

16. **Extensions of Time**  
16.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier’s notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier’s time for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.

17. **Compensation for delay**  
17.1 The time allowed for carrying out the work as entered in the bid shall be strictly observed by the contractor and shall be reckoned from the 15th day after the date of written order to
commence the work as given to the contractor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence, time being deemed to be the essence of the contract on the part of the contractor and the contractor shall pay as compensation an amount equal to two and half percent or such smaller amount as the Managing Director, RCDF Ltd. (whose decision shall be final) may decide on the bid amount for every 1/4\(^{th}\) of the prescribed delivery period that the work remains unfinished after the proper date subject to a maximum of 10% of the net value of each item of the accepted order which remains undelivered or partially delivered e.g.

<table>
<thead>
<tr>
<th>Delay</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delay of 1 day to 1/4(^{th}) of delivery period</td>
<td>2.5%</td>
</tr>
<tr>
<td>Delay &gt;1/4(^{th}) delivery period but &lt;1/2 of delivery period</td>
<td>5%</td>
</tr>
<tr>
<td>Delay &gt;1/2 of delivery period but &lt;3/4(^{th}) of delivery period</td>
<td>7.5%</td>
</tr>
<tr>
<td>Delay &gt; 3/4(^{th}) of delivery period and upto delivery period</td>
<td>10%</td>
</tr>
<tr>
<td>Maximum deduction on account of delay</td>
<td>10%</td>
</tr>
</tbody>
</table>

If the delivery has not been made the order can be cancelled even after expiry of the delivery period after giving a 15 days notice in writing by RCDF, if it so deems fit without prejudice to any of its rights/ remedies for the breach of contract by the party.

And further to ensure good progress during the execution of work, the contractor shall be bound in all cases in which the time allowed for any work exceeds one month (save door special jobs) to complete 1/8\(^{th}\) of the whole of the work before ¼thof the whole time allowed under the contract has elapsed. The contractor shall further be bound to carry out the work in accordance with the dates and quantities as may be given by RCDF from time to time.

In case the party is not able to execute the work in time because of any justified reason/ reason beyond his control then the party should give a request in writing before the expiry of stipulated delivery period stating the same along with the justifications and RCDF/Milk Union may grant an extension in the delivery period with/ without penalty, if it so deems fit.

Further in case the delay in the execution of the work is due to non-completion of some related work by milk union/ another contractor or due to non-supply of road permits in time etc.

(Signed & Sealed by the tenderer in token of acceptance of above)
then that period of delay shall not be counted on account of the party and party shall not be penalized for the same.

| 17.2 | The Managing Director, RCDF Ltd. may without prejudice to his right against the contractor in respect of any delay or inferior workmanship or otherwise or any claims for damage in respect of any breaches of the contract and without prejudice to any rights or remedies under any provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:

If the contractor having been given by the Officer-in-charge or authorized representative, a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkmanlike manner shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Officer-in-charge or authorized Engineer (which shall be final and binding) he will be unable to secure completion or he has already failed to complete the work by that date.

If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstance shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

If the contractor commits breach of any of the terms and conditions of the contract.

If the contractor commits any acts in contravention of the terms & conditions.

When the contractor has made himself liable for action under any of the cases aforesaid, the Managing Director, Rajasthan Co-operative Dairy Federation Ltd. shall have powers:

- to determine or rescind the contract as aforesaid (of which termination or rescission notice in writing to the contractor under the hand of the Managing Director, RCDF Ltd. shall be
conclusive evidence). Upon such determination or rescission the full security deposit of the contractor calculated on the bid amount shall be liable to be forfeited and shall absolutely be at the disposal of Rajasthan Co-operative Dairy Federation Ltd. to employ labour paid by the Federation and to supply materials to carry out the work or any part of the work debiting the contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Officer-in-charge shall be final and conclusive) and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of the Officer-in-charge as to the value of work done shall be final and conclusive against the contractor provided always that action under the sub-clause shall only be taken after giving notice in writing to the contractor. Provided also that if the expenses incurred by the Federation are less than the amount payable to the contractor at his agreement rates, the difference shall not be payable to the contractor. After giving notice to the contractors on measure up the work of the contractor and to take such part there of as shall be unexecuted out of his hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original contractor if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Officer-in-charge shall be final and conclusive) shall be borne and paid by the original contractor and may be deducted from any money due to him by Rajasthan Co-operative Dairy Federation Ltd. under this contract or on any other account whatsoever or from his security deposit or the proceeds of sales thereof or a sufficient part thereof as the case may be.

In the event of any one or more of the above courses as may be deemed best suited to the interest of the Federation being adopted by the Managing Director, Rajasthan Co-operative Dairy Federation Ltd., the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured by him by reason of his having purchased or procured any materials or entered into any engagements, or made any advances on account of or with a view to execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work there for actually
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<th>performed under this contract unless and until the Officer-in-charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value as certified.</th>
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<td>18. <strong>Force Majeure Clause</strong></td>
<td>18.1</td>
<td>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 any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected should one or both of 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 implementation of the agreement/purchase order.</td>
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| 19. **Settlement of disputes** | 19.1 | 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 amicable by mutual negotiations. 

In case, no agreement is reached between the two parties in respect of or concerning any of the provisions herein contained or arising out of this supply order/ bid/ agreement as to the rights, liabilities or duties of the said parties hereunder or as to the recovery of any amount, the same shall be referred to the Sole Arbitrator M.D., RCDF who in turn may refer the dispute to any officer of RCDF for adjudication. The arbitration shall be in accordance to the law of Arbitration & Conciliation Act, 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties. 

All the disputes pertaining to the said contract / supply order / bid / agreement shall vest to the jurisdiction of Courts at Jaipur. |
| 20. **Right of Acceptance** | 20.1 | The Rajasthan Co-operative Dairy Federation Ltd. does not pledge itself to accept the lowest or any bid and reserves to itself the right to accept the whole or any part of the bid or
portion of the quantity offered. The bidder is at liberty to bid for whole or any portion or to state in the bid that the rates quoted shall apply only if the entire quantity is taken from them.

<p>| 21. | <strong>Subletting &amp; Subrogation</strong> | 21.1 | The contractor shall not except with the prior consent in writing of the buyer, sublet, transfer or assign the contract or part of the contract thereof or interest therein or benefit or advantage thereof in any manner whatsoever, to others. |
| 22. | <strong>Demurrage</strong> | 22.1 | The supplier shall bear and reimburse to the buyer demurrage charges if any paid by a reason of delay on the part of the supplier in forwarding the above documents. |
| 23. | <strong>Inspection &amp; Acceptance</strong> | 23.1 | The buyer shall have the right to make inspection of any of the items under contract during the fabrications, at the factory of the supplier including access to drawings and test result, to assure that all machinery and equipment to be supplied shall conform to the details of the specifications. Notwithstanding whether factory inspection is made or omitted upon arrival at delivery point and prior to the acceptance of the equipment and machinery delivered, the buyer shall have right to inspect them giving representative of the supplier an opportunity to be present. Upon acceptance an appropriate certificate will be issued. |
| 24. | <strong>Rejection</strong> | 24.1 | 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 conform to the description and quality stipulated in the technical specification for the item in the bid. |
| 25. | <strong>Consequences of Rejection</strong> | 25.1 | 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: - Allow the supplier to resubmit the stores, in replacement of those rejected within a specified time, the supplier bearing the cost of insurance, if any, on such replacement without being entitled to any extra payment on that account. Purchase of authorize the purchase of quantity of the stores rejected or others of a similar description (when 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. Cancel the contract and purchase or authorize the purchase of the items or others of a similar description (when stores do not exactly comply with the particulars in the opinion of the buyer, |</p>
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<td>26.</td>
<td><strong>Removal of Rejected Stock</strong></td>
<td>26.1</td>
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<td>27.</td>
<td><strong>Indemnity</strong></td>
<td>27.1</td>
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<td>28.</td>
<td><strong>Insolvency &amp; Breach of Contract</strong></td>
<td>28.1</td>
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**29. Recovery of sums due**

29.1 Whenever any claim for the payment of a sum of money arises out or under the contract against the supplier, the buyer shall be entitled to claim it from the Bank concerned against the guarantee amount provided by the supplier. In the event of the guarantee amount being insufficient, the balance entire sum recoverable shall be recovered by appropriating any sum them due or which at any time thereafter may become due to the supplier under the contract or any other contract with the buyer and if such a sum be insufficient to cover the full amounts recoverable, the supplier shall on demand pay to the buyer the balance remaining dues.

**30. Confidential Information**

30.1 In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party thereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under this Clause.

However, in case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party.

30.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

30.3 The obligation of a party, however, shall not apply to information that:
   i. the Procuring Entity or Supplier need to share with...
other institutions participating in the financing of the Contract;
   ii. now or hereafter enters the public domain through no fault of that party;
   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

30.4 The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

30.5 The provisions shall survive completion or termination, for whatever reason, of the Contract.

31. **Submission of Drawings & Manuals**

31.1 The supplier shall be required to submit the following drawings:

Two sets of detailed fabrication drawings with bills of the material indicating material and size of different component for approval of buyer.

Three sets of the final approved drawings for the complete equipment should be submitted after the equipment is fabricated and inspected.

Three sets of installation/operation/maintenance manuals for all equipment/ machinery will be required to be given by the supplier.

32. 32.1 Timely delivery, of specified quality of material, plant & machinery satisfying all design and functional requirements ordered, is the essence of the contract. therefore, failure to deliver in time or not conforming to prescribed specifications & quality will make the supplier liable for blacklisting the firm and thereby debarring the supplier from participation in future tenders by RCDF, milk unions & other affiliated units. As for the present contract penalties, compensation and other provisions as given in the tender document shall be invoked on failure of the party.

33. 33.1 RCDF will not consider the bid of such firms who has earlier been debarred/censured/black listed or even those firms who have on their role key employees/ key executives/ proprietors/
partners of other already debarred/censured / black listed firms in one or the other capacity.

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

Supplier will execute agreement on non-judicial stamp paper of prescribed value before 30% advance can be released to him. Format of the agreement is given in the bidding forms.

If the Managing Director shall at any time, and for any reasons whatever, think any portion of the work should not be executed or should be withdrawn from the contractor he may, by notice in writing to that effect, require the contractor not to execute the portion of the work specified in the notice or may withdraw from the contractor the portion of the work so specified and the contractor shall not be entitled to any compensation by reason of such portion of the work having been executed by him, and the value (i.e. cost at bid/tendered rates) of the portion of work so omitted or withdrawn shall in cases where the contractor has for any reason already received payment for it or in the cases of lump-sum contracts be deducted from any sum them due or thereafter to become due under the contract or otherwise against or from the security deposit or the proceeds of sale thereof.

No term or condition in addition to those mentioned herein will be agreed to.

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<tr>
<th>34.</th>
<th>34.1</th>
<th>RCDF/Milk Union can inspect the works of the bidder/approved supplier, with or without notice, in order to assess that the firm is having adequate infrastructure and facilities for the manufacture of the bid item as per the quality specification/to check that the supplies are being made strictly as per our specifications.</th>
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<td>35.</td>
<td>35.1</td>
<td>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.</td>
</tr>
<tr>
<td>36.</td>
<td>36.1</td>
<td>Any correspondence made by the RCDF/milk union at the address/e-mail given by the bidder shall be deemed to have been delivered to the party. Any change in the address</td>
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(Signed & Sealed by the tenderer in token of acceptance of above) 84  RCDF Jaipur
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<td>thereafter must be communicated in writing to the Managing Director, Rajasthan Co-operative Dairy Federation Ltd., Jaipur and the concerned milk unions.</td>
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<td>37.</td>
<td>37.1</td>
<td>Remittance charges on payment made by NEFT/RTGS to the firms will be borne by the firm.</td>
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<td>38.</td>
<td>38.1</td>
<td>The present contract shall be governed overall by Rajasthan Cooperative Societies Act and allied laws.</td>
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<td>39.</td>
<td>39.1</td>
<td>The order against this bid/agreement is not transferable.</td>
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<td>40.</td>
<td><strong>Inspection</strong></td>
<td>40.1</td>
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<td>You should forward to us the test certificate, wherever applicable, obtained from the concerned authorities/principal manufacturers either regarding quality or any other details of the items utilized in the process of manufacture/fabrication.</td>
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<td>41.</td>
<td><strong>Dispatch Instructions</strong></td>
<td>41.1</td>
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<tr>
<td>42.</td>
<td><strong>Drawings, Specifications &amp; Manuals</strong></td>
<td>42.1</td>
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details of service connection and their requirement, details of drive units etc. The drawing should also show a complete bill of material, wherever applicable.

Three copies of each operation and maintenance manuals and service instructions along with the drawings showing details of part list, against each item of your supply should be sent to us. You should also furnish us service requirements like water (hot water, chilled water and main’s water), electricity, lubricant air etc. for each equipment, wherever applicable.

You shall provide a list of spare parts, which will be required for the plants and equipments supplied by you for at least two years of normal operation with the names and the addresses of the manufacturers from whom they can be procured. The list should contain the code numbers of the parts, which are required to be procured in addition to the machine number and model etc.

In case, any documents, drawings are supplied to you by RCDF the same must be treated as confidential, must not be copies, reproduced, transmitted or disclosed otherwise in whole or part, not duplicated, modified, divulged or discussed to any third party nor misused in any other way without the consent of the RCDF in writing. All such documents, and drawings shall be the property of RCDF and they must be returned to RCDF after done with.

| 43. | Submission of Bills | 43.1 | Bills in triplicate under registered post, stating therein our purchase order reference along with necessary inspection certificates from your inspector in respect of the material supplied and copies of dispatch documents should be sent to our Head Office at Jaipur. Unless otherwise stated, the payment shall be made to you by Crossed Account Payee Cheque by post according to the terms of payment mentioned in the Purchase Order. |
| 44. | Cancellation of Contract and refund of advances | 44.1 | We shall be free to cancel our order in part or full, in the case of non-delivery of material/non-completion of installation within the stipulated delivery period or breach of any one of the clauses mentioned herein. Consequential losses, if any, on account of our getting installation done or obtaining supplies from alternative sources besides payment of higher price shall be recovered from you. In the event of cancellation of the order, you will be liable to refund the advance amount, if any, to the RCDF in full. Suppliers will have no right to forfeit the advance amount received by them. |
| 45. | **Sub-contract** | 45.1 | In the event of awarding sub-contract to any of the parties by you for the manufacture/supply/erection of any parts/spares/components that will be used in the ordered equipment, you must furnish us details about your sub-contractors, their experience, specification etc. The sub-contract can be awarded by you only after obtaining written approval from us. In the event of sub-contract also the prime facie responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors. |
| 46. | **Change in Laws and Regulations** | 46.1 | If the SCC provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable. |
| 47. | **Arbitration Clause** | 47.1 | In the event of any dispute in the interpretation of the terms of this contract/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 contract/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. |
SECTION VI (B)
CONTRACT FORMS
AND
PERFORMANCE SECURITY
Section VI (B): Contract Forms

Contract Agreement

(To be executed on Non-Judicial Stamp Paper of appropriate value)
PROCUREMENT CONTRACT FOR TRANSFORMER 800 KVA
Between
Managing Director,
Rajasthan Cooperative Dairy Federation Ltd., Jaipur,
and
[Name of the Bidder/Tenderer]
Dated:

PROCUREMENT CONTRACT AGREEMENT
(On non judicial stamp paper of Rs. 500/- / 1000/- / 5000/-)

1. An agreement made this ___________ day of ____________ between M/s.____________________ hereinafter called “approved Bidder/Supplier” which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Rajasthan Cooperative Dairy Federation Ltd. (hereinafter called “the Federation” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved Bidder/Supplier has agreed with the Federation for Supply/S/I/C of ________ in the LOI/LOA/RAL/purchase order issued vide letter No._________ dated__________ and in the manner set forth in the aforesaid order and the Bid Document.

3(a) And whereas the approved Bidder/Supplier has deposited a sum of Rs._______ in form of DD/Bank Guarantee as Performance security for the due performance of the agreement.

3(b) And whereas the approved Bidder/Supplier has agreed:

(i) to keep the performance security with the Federation in form of DD/Bank Guarantee for contract period or such extended period so as to cover the period of performance of contract i.e. Supply/S/I/C of ________ as per the Bid Document/LOI/LOA/RAL/purchase order.
(ii) that no interest shall be paid by the Federation on the performance security deposit.
(iii) that in case of breach of any terms & conditions of the aforesaid Supply/S/I/C of ________ as per Bid Document/LOI/LOA/RAL/purchase order of this agreement by the approved Bidder/Supplier, the amount of the performance security shall be liable to forfeiture in full or part by the Federation.

(Signed & Sealed by the tenderer in token of acceptance of above) 90  RCDF  Jaipur
NOW THESE PRESENT WITNESS

1. In consideration of the payment to be made by the Federation at the rates set forth in the aforesaid LOI/LOA/RAL/purchase order, the approved Bidder will duly **Supply/S/I/C of ________** against the purchase orders issued in the manner set forth and within the period stipulated in the conditions of the Bid and order.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:

   a) The Notice Inviting Bids
   b) Instructions to Bidders
   c) Bid Data Sheet
   d) Schedule of Supply
   e) General Conditions of Contract
   f) Special Conditions of Contract
   g) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier
   h) LOI/LOA/RAL/Purchase Order and condition of aforesaid Purchase Order and also any subsequent amendment as may be issued by the Federation will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

3. That all the terms and conditions of the Bid Form including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder.

4. The mode of payment will be as specified in the Bid documents. **Supply/S/I/C of ________** shall be completed in the manner and time specified in the LOA/RAL/purchase order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/RAL/purchase order, the conditions of liquidated damages for late completion of work as stipulated in the aforesaid Bid Document/LOA/RAL/purchase order/contract shall be enforced.

5. Amicable Settlement
   The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event of a dispute, differences or claim arising in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not
resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

6. All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties. MD, RCDF or a person nominated by him shall be the sole arbitrator to settle these disputes.

7. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Jaipur.

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

SIGNATURE OF THE APPROVED SUPPLIER:
Witness No.1

Signature :__________________  Signature:__________________
Name :____________________  Name :____________________
Address :____________________  Address :____________________

Witness No.2

Signature :__________________  Signature :__________________
Name :____________________  Name :____________________
Address :____________________  Address :____________________

(Signed & Sealed by the tenderer in token of acceptance of above)
(Performa of Bank Guarantee for Performance Security)
(On Non-judicial stamp paper as prescribed by bank)

This deed of Guarantee made this __________ day of ______________ 2017 (Two thousand seventeen) by ________________ (Name and address of the Bank) (hereinafter referred to as “The Bank”) which expression shall be here the context or meaning so requires, includes the successors and assignees of the Bank and the Rajasthan Co-operative Dairy Federation Ltd., Jaipur, Rajasthan, (hereinafter referred to as “The Federation which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Federation has placed its RAL/work order bearing No.___________________ dated _____________ on ________________________ (hereinafter called “The approved tenderer”) for Supply/S/I/C of _______ and whereas the approved tenderer has agreed to provide a Bank Guarantee valid for the contracted period from any Scheduled Bank approved by RBI in the prescribed format of RCDF for an amount of Rs. ____________/-(Rupees in words) towards security to RCDF to safeguard its contract. The Bank guarantee will be released after 18 months from the date of commissioning of the equipment or 30 months from the date of delivery of equipment at site, which ever is earlier, on production of satisfactory performance and no dues certificate from the concerned milk unions/units and an undertaking in case any claim/liability/recovery in account arises after the expiry of the contract, firm shall deposit the same with RCDF without any delay.

In consideration of the approved tenderer having agreed to provide a B.G. of Rs. __________ (Rupees _______ only) being the security deposit amount, we__________(Name of the Bank) hereby undertake and guarantee to make repayment to the Federation of the said Rs. __________ (Rupees ________only) or any part thereof which becomes payable to the Federation in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the Federation. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Federation in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. ________ (Rupees ______ only). The Bank shall not be discharged or released from this guarantee by any arrangement between the approved tenderer and the Federation with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the Federation to the tenderer and that the same 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 Federation. We________ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely on demand from the Federation stating that the amount claimed is due to the Federation. In case the

(Signed & Sealed by the tenderer in token of acceptance of above) 93
RCDF Jaipur
Federation puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee, The Bank shall consider that such demand by itself is a conclusive evidence and proof that the tenderer has failed in complying with the terms and conditions stipulated by the Federation without raising any dispute regarding the reasons for any such lapse/failure on the part or the approved tenderer.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Federation may have or hereafter possess against the approved tenderer and the Federation shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the Federation may be entitled to receiving or have a claim upon and the Federation at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Federation on Federation’s serving a notice requiring the payment of the amount and such notice shall be 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 said Bank. Any notice set to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs. _______________ (Rupees __________ only) and it shall remain in force until contract period, unless a suit or action is filed against us enforce such claims, within three months from end of the contract period, all the Federation’s rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Place :
Date :

(SIGNATURE)
SEAL OF BANK

(Signed & Sealed by the tenderer in token of acceptance of above) 94 RCDF Jaipur
(Form of Bank Guarantee against 30% advance sought from the Dugdh Sanghs for supply/erection contracts)

1. In consideration of the ____________ ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., ____________ (hereinafter called “The SANGH”) having agreed to grant an advance of Rs.___________ (Rupees __________________ only) to M/s. ________________ (hereinafter called the said supplier(s) under the terms and conditions of an agreement /Purchase Order No. ____________ dated ____________ made between the Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANGH and M/s. ________________ for supply/erection and commissioning (hereinafter called the said agreement/purchase order) on production of a Bank Guarantee for Rs.______________ (Rupees __________________ only), We ________________ (hereinafter called “The Bank”) do hereby undertake to pay the SANGH an amount not exceeding Rs.______________ (Rupees __________________ only) against any loss/damage caused to or suffered or would be caused to or suffered by the SANGH by reasons of any breach by the said supplier(s) or any of the terms and conditions mentioned in the said agreement/Purchase Order.

2. We ________________ (Name of the Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the SANGH stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the SANGH by reasons of any breach by the said supplier(s) or any of the terms and conditions contained in the said agreement/Purchase Order, or by reason of the supplier(s) failure to perform the said agreement/purchase order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs. ________________ (Rupees ________________ only).

3. We ________________ (Name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/purchase order and that it shall continue to be enforceable till all the dues of the SANGH, under or by virtue of the said agreement/purchase order have been fully paid and its claims satisfied or discharged or till the SANGH certifies that the terms and conditions of the said agreement/purchase order have been fully and properly carried out by the said supplier(s) and accordingly discharge the guarantee unless a demand of claim under this guarantee made on us in writing on or before ________________. We shall be discharged from all liabilities under this guarantee thereafter.

4. We ________________ (Name of the Bank) further agree with the SANGH that the SANGH shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/purchase order to extend the time of performance by the said supplier(s) from time to time or to postpone for any time or from the time to time any of the power exercisable by the SANGH against the said supplier(s) and to forbear or endorse any of the terms and conditions relating

(Signed & Sealed by the tenderer

in token of acceptance of above)

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RCDF  

Jaipur
to the said agreement/purchase order and we shall not be relieved from our liability by reason of any such variation of extension or for any forbearance, act or omission on the part of the SANGH or any indulgence by the SANGH to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We _________________ (Name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SANGH in writing.

6. Notwithstanding anything stated above our liability under this guarantee is restricted to Rs.______________ (Rupees __________________________ only). Our guarantee shall remain in force until unless a suit or an action to enforce a claim under this guarantee is filed against us before that date, i.e. on or before __________ all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liability thereunder.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the SANGH on SANGH’s serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered.

NOTWITHSTANDING – anything contained herein:

1) Our liability under this Bank Guarantee shall not exceed Rs.______________ (Rupees __________________________ only).
2) This Bank Guarantee shall be valid upto ____________ and,
3) We are liable to pay the guaranteed amount under this Bank Guarantee only and only if you serve upon us a written claim or demand in the manner specified above on or before __________.

7. Notwithstanding anything stated above the Bank Guarantee shall be discharged by the SANGH once the advance amount released against the Bank Guarantee along with interest or penalty if any payable on such advance has been fully recovered/adjusted.

Place :
Date :

Signature & Seal

(Signed & Sealed by the tenderer in token of acceptance of above) 96 RCDF Jaipur
(Performa of Bank Guarantee for releasing 10% balance payment)
(On Non-judicial stamp paper)

This deed of Guarantee made on this ________ day of __________ 20 (Two thousand__________) by __________ (Name and address of the Bank) (hereinafter referred to as “The Bank”) which expression shall where the context or meaning so requires, includes the successors and assignees of the Bank and furnished to the __________ ZILA DUGDH UTPADAK SAHKARI SANGH LTD., __________ (hereinafter referred to as “The SANGH” which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANGH has placed its purchase order bearing No._________ dated ________ (Name and address of the party) (Hereinafter called “The supplier”) for supply /and erection of __________ and WHEREAS the SANGH has agreed to pay to the supplier final 10% of the value of the equipment on submission of a Bank Guarantee of equal amount, which will be kept valid up to ________ from the date of supply or 12 months from date of commissioning of material at site.

In consideration of the SANGH having agreed to pay to the supplier Rs.__________(Rupees___________only) being the last 10% of the value of the equipment, we__________(Name of the Bank) hereby undertake and guarantee to make repayment to the SANGH of the said 10% amount or any part thereof which does not become payable to the supplier by the SANGH in accordance with the terms and conditions of the said purchase order. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of The SANGH in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs.______ (Rupees___________only). The Bank shall not be discharged or released from this guarantee by any arrangement between the supplier and the SANGH with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the SANGH to the supplier and that the same 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 SANGH. We_________ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the SANGH stating that the amount claimed is due to the SANGH. In case the SANGH puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee, the Bank shall consider that such demand by itself is a conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated by the Rajasthan Co-operative Dairy Federation Ltd., Jaipur and / or SANGH without raising any dispute regarding the reasons for any such lapse/failure on the part or the supplier.

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

RCDF

Jaipur
This guarantee shall be in addition to and without prejudice to any other securities or remedies which the SANGH may have or hereafter possess against the supplier/tenderer and the SANGH shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the SANGH may be entitled to receiving or have a claim upon and the SANGH at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the SANGH on SANGH’s serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs.____________(Rupees____________________only) and it shall remain in force until __________, unless a suit or action is filed against us to enforce such claims, within three months from the aforesaid date, all the SANGH’s rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place :
Date :

(SIGNATURE)
Seal

(Signed & Sealed by the tenderer in token of acceptance of above) 98 RCDF
Jaipur