

**मैट्रो डेयरी प्लांट (ईकाई आरसीडीएफ लि.)**

**METRO DAIRY PLANT ( A UNIT OF RCDF LTD.)**

**NH-52, Khasra No. 1766/11766, Goindgarh, Chomu Distt. Jaipur-303712 (Rajasthan)**

**Website : sarasmilkfed.coop ; Email : metrogovindgarh@rajasthan.gov.in**

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**E-Bid DOCUMENT  
FOR  
PROCUREMENT OF HDPE  
LAMINATED KRAFT PAPER BAG  
HDPE LAMINATED GUSSETED  
BAGS FOR PACKING 25 KG SMP  
MENTIONED IN QUALITY  
SPECIFICATIONS**

**Single Stage - Two Parts Bid**

**Metro Dairy Plant, (A Unit of RCDF Ltd)**

**Govindgarh, Teh. Chomu, Distt. Jaipur-303712**

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## **RATE CONTRACT FOR HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTIONED IN QUALITY SPECIFICATOINS**

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## Disclaimer

- A. The information contained in this e-tender/Bid document provided to the Bidder(s), by or on behalf of Metro Dairy Plant, Govindgarh 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 Metro Dairy Plant, Govindgarh, 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. Metro Dairy Plant, Govindgarh, 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/Biddocument.
- D. Metro Dairy Plant Govindgarh, may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this e-tender/Biddocument.

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## **RATE CONTRACT FOR HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTIONED IN QUALITY SPECIFICATOINS**

### Critical Dates

S. No.	Particulars	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal	<b>04.00 PM on 24.09.2021</b>
2.	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 e-procurement or State Public Procurement Portal	<b>04.00 PM on 24.09.2021</b>
3.	Last time and date upto which Bids can be submitted/ uploaded on e-procurement website	<b>Upto 3.00 PM of 05.10.2021</b>
4.	Time and date of opening of Technical Bid	<b>3.30 PM of 05.10.2021</b>
5.	Time and date of opening of Financial Bid	<b>To be declared later</b>

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E-Mail :- [metrogovindgarh@rajasthan.gov.in](mailto:metrogovindgarh@rajasthan.gov.in)

No. Govindgarh/KP Bags/2021/327

Dated: 24 Sept., 2021

## NOTICE INVITING E-TENDERS

1. Single Stage Two Parts unconditional online e-Tenders/e-Bids are invited by Metro Dairy Plant, Govindgarh for the procurement of following materials listed below from eligible bonafide manufacturers or their authorized Suppliers as per details given in the respective bid document.

S. No.	Name of Article/ Material to be procured	Last date and time for submission of online e-Bid/ e-tender	Date and time for opening of the e-Bid/ e-tender (Technical Bid)	Estimated annual requirement	Estimated value of bid (Rs. In lacs)	Bid Securing Declaration Form on stamp paper of Rs.50/- plus 30% surcharge i.e. total value of stamp paper work out to Rs.65/-, the stamp paper should be of Rajasthan only. Amount of Bid Security @ 1% of the estimated value of bid items as under (Rupees)	E-Bid/ E-Tender Form Fees inclusive of GST (Rupees)	E-Bid/ E-Tender Processing Fee (Rupees)
1	HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP as mentioned in quality specifications	Upto 3.00 PM of 05.10.2021	3.30 PM of 05.10.2021	50000 Nos.	13.59	13590/-	1180/-	500/-

The Complete Bidding Documents can be downloaded from our website [www.sarasmilkfed.rajasthan.gov.in](http://www.sarasmilkfed.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). **E-Bids will be submitted only on <http://eproc.rajasthan.gov.in>.**

In-Charge (Metro Dairy Plant)

- The Bid is for a Rate Contract for Single Order.**
- The complete Bidding Document including the Critical Dates, NIB, Instruction to Bidders, Bid Data Sheet, Qualification and Evaluation Criteria, Schedule of Supply, Bidding Form, General & Special Conditions of Contract and Contract Forms Procedure of Bidding etc. can be seen at or downloaded from [www.sarasmilkfed.rajasthan.gov.in](http://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](http://www.sppp.rajasthan.gov.in) and website of e-procurement [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in).
- The scan copy of two separate Bank Draft/Banker's Cheque being deposited towards price of Bidding Document (in favour of Metro Dairy Plant Govindgarh) and towards Tender Processing Fees (in favour of MD, RISL, Jaipur) alongwith Bid Securing Declaration in lieu of Bid Security (the Bid Securing Declaration as per applicability of class of bidder i.e. only for

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Metro Dairy Plant, Govindgarh  
Tender form for Kraft Paper Bag

Government Department/Government Enterprises or rest others) as applicable, alongwith the bid must be uploaded on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in). **Details of Bank Draft/Banker's Cheque etc. are to be mentioned on [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) at respective columns. Two separate Bank Drafts shall be deposited towards price of bid document and tender processing fee.**

4. The original Demand draft/ Banker's cheque from a Scheduled Bank in India and Bid Securing Declaration in lieu of Bid Security in the specified format, 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 **before scheduled Time and date of opening of technical Bid, failing which the bid shall be rejected. On the body of envelope containing the Bank Drafts and Bid Securing Declaration, Tender ID Number and Name of Bid Item should be mentioned clearly.**
5. The Metro Dairy Plant, Govindgarh is not bound to accept the lowest Bid and may reject any or all Bids in part or full without assigning any reason thereof.

In-Charge (Metro Dairy Plant)

# Metro Dairy Plant, (A Unit of RCDF Ltd)

Govindgarh, Teh. Chomu, Distt. Jaipur-303712

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No. Govindgarh/KP Bags/2021/ 327-32

Dated: 24 Sept., 2021

## NOTICE INVITING E-TENDERS

Single Stage Two Parts unconditional online e-Tenders/e-Bids are invited by Metro Dairy Plant, Govindgarh for the procurement of “**HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP as mentioned in quality specifications (UBN No. CDF2122GLOB00700)**”, from eligible bonafide manufacturers or their authorized suppliers as per details given in the respective bid document.

The Complete Bidding Documents can be visited and downloaded from our website [www.sarasmilkfed.rajasthan.gov.in](http://www.sarasmilkfed.rajasthan.gov.in), [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) and [www.sppp.rajasthan.gov.in](http://www.sppp.rajasthan.gov.in). **E-Bids shall be submitted only on <http://eproc.rajasthan.gov.in>.**

In-Charge (Metro Dairy Plant)

### Copy to:-

1. Financial Advisor, RCDF, Jaipur.
2. General Manager (P&A), RCDF, Jaipur - Please arrange to get the above NIT published in one State level leading daily newspaper having circulation of minimum fifty thousand copies of newspaper. Kindly send the published copy of NIT to the undersigned.
3. 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 24.09.2021 upto 4.00 PM.
4. 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 24.09.2021 upto 4.00 PM.
5. Manager (P&A), RCDF, Jaipur- Please arrange to display the copy of NIT on the Notice Board.

In-Charge (Metro Dairy Plant)

## 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.

S. No.	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid” means a formal offer made by a Bidder/Tenderer in form of an e-tender/Bid including Technical Bid and Financial Bid to Metro Dairy Plant, Govindgarh in response to Notice Inviting/e-tenders/ Bids.
		1.1.3	“Bidder/Tenderer” means a person or any entity who submits a Bid/Tender who may be selected to provide the Goods to Metro Dairy Plant, Govindgarh under the Contract.
		1.1.4	“Bidding Document means this entire Document consisting of Notice Inviting Bids and I to VI Sections made available to the Bidders by Metro Dairy Plant, Govindgarh for selection of the successful Bidder/Tenderer.
		1.1.5	“Client/ Metro Dairy Plant, Govindgarh” means the self-governed society formed by Government of Rajasthan and registered under the Rajasthan Cooperative Societies Act, 1965. The selected Bidder/Tenderer will sign the Contract with Metro Dairy Plant, Govindgarh for the procurement of Goods.
		1.1.6	“Contract” means the Contract which shall be signed by Metro Dairy Plant, Govindgarh with the selected successful Bidder/Tenderer and all its attached documents and the appendices.
		1.1.7	“Day” means a calendar day.
		1.1.8	“Government/ GOR” means the Government of Rajasthan.
		1.1.9	“In-Charge, Metro Dairy Plant, Govindgarh” means the executive head of Metro Dairy Plant, Govindgarh.
		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,

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Metro Dairy Plant, Govindgarh  
Tender form for Kraft Paper Bag



			the Bid Data Sheet will prevail.
		1.1.11	“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by Metro Dairy Plant, Govindgarh 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.
		1.1.14	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		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) Metro Dairy Plant, Govindgarh 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 Metro Dairy Plant, Govindgarh (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 advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement

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			<p>process;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.</p>
	Conflict of Interest	2.3.2	<p>A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <p>i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. Have controlling partners/share holders in common; or</li> <li>b. Receive or have received any director in direct subsidy from any of them; or</li> <li>c. Have the same legal representative for purposes of this Bid; or</li> <li>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</li> <li>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</li> <li>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</li> <li>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.</li> </ul>
			<p>ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in the Bidding Forms.</p>
	Breach of Code of Integrity by the Bidder:	2.3.3	<p>Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.</p>

2.4	Eligible Bidders	2.4.1	As specified in the Act and Rajasthan Transparency in Public Procurement Rules.
		2.4.2	No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.
		2.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		2.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - (a) any Procuring Entity, if debarred by the State Government; and (b) a Procuring Entity if debarred by such procuring Entity.
<b>3. Contents of Bidding Document</b>			
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). General & Special Conditions of Contract (GSCC) 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 <a href="http://www.sppp.rajasthan.gov.in">www.sppp.rajasthan.gov.in</a> , e-Procurement Portal website <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> and the departmental website <a href="http://www.sarasmilkfed.rajasthan.gov.in">www.sarasmilkfed.rajasthan.gov.in</a> . 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 <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> , 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 Public Procurement Portal/e-Procurement Portal.
		3.1.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
3.2	Amendment of Bidding Document	3.2.1	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.
		3.2.2	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding

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			Document, if required, by issuing an addenda which will form part of the Bidding Document.
		3.2.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation 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.
<b>4. Preparation of Bids</b>			
4.1	Cost of Bidding	4.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4.2	Language of Bid	4.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language 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.
4.3	Documents Comprising the Bid	4.3.1	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.
4.4	Bid Submission Sheets and Price Schedules	4.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
		4.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms provided in Bidding Forms.
4.5	Alternative Bids	4.5.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered.
4.6	Currencies of Bid.	4.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees 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.
4.7	Documents Establishing the Eligibility of the	4.7.1	To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.

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	Bidder		
4.8	Documents Establishing the Eligibility of the Goods and Related Services	4.8.1	To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid Forms included in Bidding Forms.
4.9	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document	4.9.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (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.
4.10	Documents Establishing the Qualifications of the Bidder	4.10.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.
4.11	Period of Validity of Bids	4.11.1	Bids shall remain valid for the 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.
		4.11.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security/Bid Securing Declaration 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.
4.12	Bid Security	4.12.1	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.
		4.12.2	Bid Security shall be 1% of the estimated value of subject matter of procurement put to bid or as specified by the State Government.
		4.12.3	<b>The applicable Bid Securing Declaration is to be given in the prescribed format. Bid Security 1% amount of the estimated value of bid item is to be deposited by the bidder in following cases.</b> (a) When bidder withdraws its bid or modify its bid after opening of bids; (b) When bidder do not execute the agreement, if any, after issuance of Rate Approval Letter by Metro Dairy Plant, Govindgarh/placement of supply/work order (purchase order is placed by Metro Dairy Plant, Govindgarh) within the specified period; (c) When bidder fail to commence the supply of the goods or

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			<p>service or execute work as per supply/work order (purchase order is placed by Metro Dairy Plant, Govindgarh) within the time specified;</p> <p>(d) When bidder does not deposit the performance security within specified period after issuance of Rate Approval Letter by Metro Dairy Plant, Govindgarh /the supply/work order/ purchase order is placed by Metro Dairy Plant, Govindgarh; and</p> <p>(e) If bidder breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.</p>
		4.12.4	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.
		4.12.5	<b>Applicable Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Securing Declaration, shall be liable to be rejected.</b>
		4.12.6	<b>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. Any amount which is to be recovered from bidder on account of bidder's failure to deposit the bid security or any other amount may be got compensated by Metro Dairy Plant, Govindgarh from any kind of pending payment with Metro Dairy Plant, Govindgarh, irrespective of the fact that the said pending payment is of other contracts.</b>
		4.12.7	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.
		4.12.8	Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified. The Procuring Entity shall respond promptly to such a request.
		4.12.9	<b>In lieu of Bid Security, the bidder has to submit and upload the applicable Bid Securing Declaration.</b>
		4.12.10	<b>The Bid Security if deposited by any bidder and if rates are not approved/work is not awarded the bid security amount 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.</b>
		4.12.11	<b>In following cases the Bid Security of any bidder shall be forfeited by Metro Dairy Plant, Govindgarh. So, the bidder shall</b>

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			<p><b>be liable to immediately deposit the Bid Security amount. The Bid Security taken from a Bidder shall be forfeited in the following cases, :-</b></p> <p><b>when the Bidder withdraws or modifies his Bid after opening of Bids; or</b></p> <p><b>when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or</b></p> <p><b>when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</b></p> <p><b>when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or</b></p> <p><b>if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or</b></p> <p><b>if the Bidder does not accept the correction of its Bid Price pursuant to Correction of Arithmetical Errors.</b></p>
		4.12.12	In case of the successful Bidder, the amount of Bid Security, if given in the form of Bank Draft/Banker's Cheque 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	4.13.1	The E-Bidder shall prepare the Technical Bid and the Financial Bid as specified on the State e-Procurement Portal, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> .
<b>5. Submission and Opening of Bids</b>			
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, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> .
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 <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> .

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5.5	Bid Opening	5.5.1	Bid opening shall be as given on the <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> .
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 the Procuring Entity under the Act and the Rules.
		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 <b>Technical or Financial Bids</b>	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 <b>Technical or Financial Bids</b>	6.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: <ul style="list-style-type: none"> <li>i. "Deviation" is a departure from the requirements specified in the Bidding Document;</li> <li>ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and</li> <li>iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.</li> </ul>

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6.4	Nonmaterial Nonconformities in <b>Technical or Financial Bids</b>	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. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
6.5	Correction of Arithmetical Errors in Financial Bid	6.5.1	<p>Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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</li> <li>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.</li> </ul>
		6.5.2	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.
6.6	Preliminary Examination of <b>Technical or Financial Bids</b>	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	6.9.1	The determination of qualification of a Bidder in evaluation of

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	Qualification of Bidders in Technical Bids		Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. Factors not included in Qualification and Evaluation Criteria shall not be used in the evaluation of the Bidder's qualification.
6.10	Price and/ or Purchase Preference	6.10.1	Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified / prevalent at the time of issue of NIB.
6.11	Evaluation of Financial Bids	6.11.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
		6.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria. No other criteria or methodology shall be permitted.
		6.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> <li>i. the Bid Price quoted in the Financial Bid;</li> <li>ii. price adjustment for correction of arithmetical errors;</li> <li>iii. price adjustment due to discounts offered, if permitted;</li> <li>iv. price and/ or purchase preference in accordance with relevant clause;</li> <li>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.</li> </ul>
		6.11.4	Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
6.12	Comparison of Bids	6.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with Evaluation of Financial Bids.
6.13	Post qualification of the Bidder	6.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
6.14	Negotiations	6.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage.

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		6.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		6.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		6.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of 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.
<b>7. Award of Contract</b>			
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

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			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 2.5%/0.5%, 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 is to be furnished in the form of a Bank Demand Draft
		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

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			<p>specified; or</p> <p>iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or</p> <p>iv. when any terms and conditions of the contract is breached; or</p> <p>v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or</p> <p>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
<b>8. Grievance Handling Procedure during Procurement Process (Appeals)</b>			
8.1	Grievance Redressal	8.1.1	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure- I of ITB to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First Appellate Authority:- Chairman/Administrator, Rajasthan Cooperative Dairy Federation Ltd. Jaipur.</p> <p>Second Appellate Authority:- The Secretary/Principal Secretary/ Additional Chief Secretary, Department of Gopalan, Government of Rajasthan, Jaipur.</p>
8.2	Filing an appeal	8.2.1	<p>If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.</p>
		8.2.2	<p>Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings.</p>
		8.2.3	<p>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.</p>
8.3	Appeal not to lie in certain cases	8.3.1	<p>No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-</p> <p>(a) Determination of need of procurement;</p> <p>(b) Provisions limiting participation of Bidders in the Bid process;</p> <p>(c) The decision of whether or not to enter into negotiations;</p>

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			(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.
		8.6.2	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.

**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



# **Section II**

# **BID DATA SHEET**

## BID DATA SHEET

<b>1</b>	<b>For Procurement of HDPE Laminated Kraft Paper bag HDPE Laminated Gusseted bags for packing 25 kg. bags size as mentioned in quality specifications</b>
1.1.1	The Procuring Entity :- In-Charge Metro Dairy Plant, Govindgarh
1.1.2	Bids are invited for supply of the above mentioned goods to the Metro Dairy Plant, Govindgarh from bonafide manufacturers or their authorized suppliers on a rate contract basis for a period of one year which may be further extended by another period of three months on the same terms & conditions and price.
1.1.3	Price and/or purchase preference to local enterprises of Rajasthan, 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-8.
1.1.4	The bidders are required to note that purchase orders released by the Metro Dairy Plant, Govindgarh 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.
<b>2</b>	<b>Preparation of Bids</b>
2.1.1	The language of the bid is English and uploading documentation in Hindi/English is permitted.
2.2.1	Bid is required to be submitted in two parts :- technical bid and financial bid
2.3.1	<p>Price of bidding document is Rs.1180/- (One thousand one hundred eighty Only) inclusive of GST (Rs.1000 tender form fees plus 18% GST). <b>Amount of bid security is Rs.13590/- (Rs. Thirteen thousand Five hundred Ninety only).</b> In lieu of Bid Security, the bidder has to upload and submit Bid Securing Declaration Form in the prescribed format on the stamp paper of Rajasthan of Rs.65/- (Rs.50/- stamp paper duty and 30% surcharge on it). Stamp paper of Rajasthan is compulsory. Bank demand draft/banker's cheque of a Scheduled Bank in India towards Tender Form Fees shall be in the name of Metro Dairy Plant, Govindgarh payable at Jaipur.</p> <p><b>Tender processing fee is Rs. 500/- (Rs. Five hundred only).</b> This must be in the form of demand draft/banker's cheque in favour of MD, RISL payable at Jaipur.</p> <p>Bid Security, bidder should note that the bidder has to deposit bid security @ 1% of the estimated value of bid item immediately through bank demand draft/banker's cheque in favour of Metro Dairy Plant, Govindgarh payable at Jaipur, in following cases.</p> <ol style="list-style-type: none"> <li>(a) When bidder withdraws its bid or modify its bid after opening of bids;</li> <li>(b) When bidder do not execute the agreement, if any, after issuance of Rate Approval Letter by Metro Dairy Plant, Govindgarh / placement of supply/work order (purchase order is placed by Metro Dairy Plant, Govindgarh) within the specified period;</li> <li>(c) When bidder fail to commence the supply of the goods or service or execute work as per supply/work order (purchase order is placed by Metro Dairy Plant, Govindgarh) within the time specified;</li> <li>(d) When bidder does not deposit the performance security within specified period after issuance of Rate Approval Letter by Metro Dairy Plant, Govindgarh /the supply/work order/ purchase order is placed by Metro Dairy Plant, Govindgarh; and</li> <li>(e) If bidder breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.</li> </ol>

	<p>The original Demand draft/ Banker's cheque from a Scheduled Bank in India for tender form fees and tender processing fees together with/alongwith Bid Securing Declaration in lieu of Bid Security in the specified format, 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, by post in sealed envelopes before time and date of opening of technical bid, failing which the bid shall be rejected. Scan copy of Demand draft/ Banker's cheque and Bid Securing Declaration should be uploaded on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a>. <b>The number of Bank Draft/Bank Pay Order etc. to be mentioned on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> at respective columns.</b></p>
3.4.1	<p>The bidder shall submit with the its technical bid on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> website, the following documents:-</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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.</li> <li>• 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 uploaded alongwith copies of purchase orders.</li> <li>• The statement of average annual turnover for past two financial years out of last four preceding financial years from Chartered Accountant with sign, seal and registration number and UDIN number of C.A. is to be scanned and uploaded at Tech-3(i).</li> <li>• Declarations and Undertaking for installed manufacturing capacity of bid item is to be scanned and uploaded at Tech-3(ii).</li> <li>• If manufacturer, please upload scanned copy of manufacturing license, udyog aadhar etc., 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-4 is to be scanned and uploaded.</li> <li>• Upload scanned copy of GST Registration Certificate and PAN Card at Tech-8.</li> <li>• For Small Scale Industries of Rajasthan, in order to avail the purchase preference or price preference and concessional performance security upload the form no. SO165 (A) and (B) and certificate verified by General Manager, District Industries Centre, competent authority of Industries Department, Govt. of Rajasthan.</li> <li>• Upload scanned copy of cancelled cheque of Bank Account given for RTGS details at Tech-8.</li> <li>• Upload scan copy of Bid Securing Declaration, if bidder is a non-government department/ non-government organization category in the format given at Tech-5.</li> <li>• Declaration by the bidder in compliance of section 7 &amp; 11 of the Act be given on the firm's letter head duly signed with seal in the format given at Tech-6 is to be scanned and uploaded.</li> <li>• 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-7.</li> <li>• Upload scanned copy of requisite, applicable, appropriate licenses like BIS Certificate/Agmark Certificate/Drug License etc. for the tendered item, if required at Tech-8.</li> <li>• Bid Securing declaration given at Tech-9 for Department of Government of Rajasthan and any other state of India, Department of Government of India/Government Company</li> </ul>

	and bodies of Government of India/Rajasthan and any other state of India. <b>Note:- Scan/Photo copy of all documents being uploaded with the technical bid should be self-attested.</b>
3.5.1	The bidder shall submit the financial bid in the prescribed format in XLS. Sheet on <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> website.
3.6.1	Alternative bids are not permitted.
3.7.1	The terms of quoted price are F.O.R. all Metro Dairy Plant, Govindgarh inclusive of all expenses and applicable GST and taxes.
3.7.2	A common F.O.R. rate for Metro Dairy Plant, Govindgarh 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 issuance of letter of approval, Metro Dairy Plant, Govindgarh 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. Metro Dairy Plant, Govindgarh can allot one or more than one union/unit to one or more than one supplier(s) at its sole discretion. <u>It is pertinent to mention that if bidder does not quote only one rate on all F.O.R. Metro Dairy Plant, Govindgarh anywhere in Rajasthan basis and quotes rate for specific/particular Metro Dairy Plant, Govindgarh, the bid of such bidder shall become liable for rejection at the sole discretion of Metro Dairy Plant, Govindgarh.</u>
3.7.3	The Goods & Service Tax and any other taxes as prevailing upto the last date of submission of bid must be included in the net F.O.R. Rate. These however should be shown separately, so that in the event of any change in the GST/tax by the Government (State or Central), the same will be considered for increase/ decrease over the net F.O.R. rates.
3.8.1	The currency of bids is in Indian Rupees.
3.9.1	Bid validity period is 120 days.
3.10.1	In lieu of bid security, the bidder has to upload and submit Bid Securing Declaration (as applicable as per category of bidder).
<b>4</b>	<b>Submission and opening of bids</b>
4.1.1	The bid is to be submitted electronically on the website of <a href="http://www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> .
4.2.1	<b>The deadline of bid submission is date 05.10.2021 and time 3.00 PM.</b>
4.3.1	The technical bid opening shall be at RCDF Hq., Room No. 503, Floor No.5, Saras Sankul, JLN Marg, Jaipur-302017 <b>on 05.10.2021 and time 3.30 PM.</b>
<b>5</b>	<b>Evaluation and comparison of bids.</b>
5.1.1	Bid evaluation and comparison shall be as per bid documents.
<b>6</b>	<b>Award of contract</b>
6.1.1	Quantity can be divided among more than one bidders (Parallel Rate Contract) at the price and conditions of the lowest evaluated bid. The Metro Dairy Plant, Govindgarh may also execute parallel rate contract with more than one firm for each item on the lowest approved rates on the same terms & conditions, if the original lowest one each not in a position to supply material as per Metro Dairy Plant, Govindgarh requirements or when it is considered that the material is of critical and vital nature and it is necessary to have more than one supplier for operational flexibility.  <b>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</b>

	<p>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, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.</p> <p>Metro Dairy Plant, Govindgarh reserves the right to select one or more firms for supply of bid item(s) looking to the critical and vital nature, operational flexibility, consistent and regular supplies. Metro Dairy Plant, Govindgarh also reserves the right to allocate quantities in the ratio it deems appropriate with higher weightage to the qualified lowest bidder. Such ratio could be 65:35 - higher/greater part being that for the lowest.</p>
6.2.1	<b>The contract agreement is valid for Single Order.</b>
6.3.1	<p>The performance security amount required to be deposited is 2.5% of the contract value.</p> <p><b>The performance security must be furnished in the form of either Bankers Cheque/Pay order/Bank Draft issued by a scheduled bank in India.</b></p> <p><b>The performance security shall be 0.5% of the amount of quantity of approved value of contract for supply of goods, in case of Small Scale Industries of Rajasthan. For availing this concessional rate of performance security the bidder has to upload the certificate duly verified by General Manager, District Industries Centre of Rajasthan or other competent authority of Industries Department, Govt. of Rajasthan. The said certificate is to be uploaded alongwith bid.</b></p>
7	<b>Grievance handling procedure during Procurement Process</b>
7.1.1	The Designation and complete Address of First Appellate Authority is Chairman/Administrator, RCDF, Jaipur.
7.2.1	(b) The Designation and complete Address of Second Appellate Authority is Secretary/ Principal Secretary/Additional Chief Secretary, Gopalan Department, GOR, Secretariat, Jaipur.

## **Section III**

# **Qualification and Evaluation Criteria**

## **Section III**

### **Section III: Qualification and Evaluation Criteria**

- I. The Bidder must be an experienced manufacturer or authorized by him for supplying the subject matter of goods.
- II. The bidder shall be considered eligible only if the bidder's audited average annual financial turnover in the same name and style during the last two years out of last four preceding financial years i.e. 2017-18, 2018-19, 2019-20 and 2020-21 (turnover for the year 2020-21 may also be considered, if the accounts are audited and certified by C.A. otherwise shall not be considered) shall not be less than the estimated value of quantity. The statement of average annual turnover from Chartered Accountant with sign, seal and registration number and UDIN of C.A. should be scanned and uploaded in Tech-3(i) with bid.
- III. The bidder shall be considered eligible only if the bidder possesses experience of supply of item of similar nature, worth more than 50% of the value of the work, in the preceding two financial years, cumulatively. Copies of purchase orders of the same should be enclosed by the bidders with the bid to establish the same.
- IV. The Bidder must not have been debarred by the State Government or Rajasthan cooperative Dairy Federation Ltd. or blacklisted by any other procuring entity.
- V. The Bidder must have PAN number and GST number.
- VI. All the details/documents which have been sought must be scanned/uploaded.
- VII. The offers of the bidders who do not fulfill the above criteria may not be considered.
- VIII. 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 Metro Dairy Plant, Govindgarh.

**Section IV :**  
**Schedule of Supply**



**APPROX. REQUIREMENT OF HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTIONED IN QUALITY SPECIFICATOINS (IN NOS) FOR RATE CONTRACT**

S. No.	Particular	HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP (In Nos.) (17.5 inches X 4 inches X 40 inches)
1	METRO DAIRY GOVINDGARH, JAIPUR DISTRICT	50000

Quantities mentioned above may vary substantially on either side/may increase/may decrease.

**Delivery and Completion Schedule**

1. Supplies are required to be made directly to the Metro Dairy Plant, Govindgarh within 15 days from the date of dispatch of orders or as settled with the bidder or as provided in acceptance of bid and letter of approval, for all the purchase orders being placed on the supplier.
2. The above period of execution will be counted from the date of dispatch of orders. Liquidated damages will be recovered for the days in excess of the period prescribed for supply as specified in General Conditions of Contract. It will also be open to the Purchasing Officers to return the goods which are delivered later than the stipulated period and effect risk purchase in such cases or in case it is found that the goods received are not as per the prescribed specification.

Technical Specifications

RAJASTHAN CO-OPERATIVE DAIRY FEDERATION LTD.  
SARAS- SANKUL, J.L.N. MARG, JAIPUR.

2020-2021

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

(As per IS : 11824 : 1986 )

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

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

17.5" X 4" X 40"

A tolerance limit of ¼" shall be allowed on length & width and ± 7 % in case of GSM.

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

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

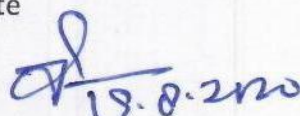
Stitches : 10 to 12 stitches per dm.

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

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

Packing: For safe delivery bags shall packed in a bundle of 50 bags covered with jute cloth.

Other specification As per IS : 11824 : 1986 with amendments till date

  
19.8.2020  
J.D. SINGH  
QM (QC)

**Inspections and Tests**

It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and specifications.

Metro Dairy Plant, Govindgarh will get the quality of materials tested at their own laboratory or through the Central Quality Control Lab (CQCL) at RCDF, Jaipur.

## Schedule-VI

(On Firm's letter head)

To,  
In-Charge  
Metro Dairy Plant,  
Govindgarh, Chomu, Jaipur  
E-mail : [metrogovindgarh@rajasthan.gov.in](mailto:metrogovindgarh@rajasthan.gov.in)

Subject: - Regarding submission of Consolidated Contract Completion Report

NAME OF FIRM: \_\_\_\_\_  
CONTRACT NO & DATE \_\_\_\_\_  
NAME OF ITEM \_\_\_\_\_

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

(SIGNATURE & SEAL OF FIRM)

### NOTE:-

1. Column no. 1 to 11 is to be filled in by firm and shall be submitted to Incharge Metro Dairy Plant, Govdingarh
2. The information filled in by firm shall be correct, complete and factual.
3. Attach separate sheets as annexure, whenever necessary.

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

## **Section V : Bidding Forms**

## **Technical Proposal (Bid)**

## Form TECH-1

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

**To,  
In-Charge  
Metro Dairy Plant  
Chomu, Jaipur**

**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 2.5%/0.5% (Two and half percent/half percent) of the Contract Price or shall submit the Bid Securing Declaration, as the case may be, for the due performance of the Contract. As per details and terms & conditions of bid form.
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)

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Metro Dairy Plant, Govindgarh  
Tender form for Kraft Paper Bag



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:

1.	Name of Contact Person with designation & his mobile numbers		
2.	Complete correspondence address of Firm		
3.	Telephone No.		
4.	Fax No.		
5.	E-mail address		
6.	Manufacturing License No. & Date		
7.	Udyog Aadhar No. & Date		
8.	PAN no. of proprietor/partnership firm /company etc.		
9.	Capacity in which tender has been submitted proprietor/partnership firm /company etc.		
10.	Is the bidder a manufacturer, if yes, please mention the same. If not, then the manufacturer who has authorized should be indicated.		
11.	The total value of purchase orders successfully completed in last two financial years i.e. 2019-20 and 2020-21. Details of the same and copies to be enclosed as per Tech-3.		
12.	The total value of current supply orders (in financial year 2021-22) in hand, if any. Details of the same and copies to be enclosed as per Tech-3.		
13.	Year wise sales/income from operations/turnover as per audited manufacturing & trading account and balance sheet for the last two years (any two years out of the preceding four financial years), as certified/ verified by the Chartered Accountant with UDIN of C.A.	Year	Turnover (Rs. in lacs)
		2017-18	
		2018-19	
		2019-20	
		2020-21 (If audited)	
14.	GST No. & Date		

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

15.	Bid acceptance letter given in the enclosed format given at Tech-1. (Yes/No)				
16.	Installed capacity of the Plant per month for the bid item				
17.	Whether your Plant is capable of manufacturing and printing the bid item as per specifications of tender				
18.	Details of RTGS: (Please upload a photocopy of a cancelled cheque of this account for confirmation).				
	Bank Name				
	Branch Name				
	RTGS / IFSC Code				
19.	Account Number				
	Information regarding current litigation / past debarment / black listing, if any, by any department/organization of Govt. of India/any state of India.				
	Detail of Demand Draft's				
	Particular	Name of Bank and Branch	DD No.	DD Date	Amount
20.	Tender Processing Fees				
	Tender Fees inclusive of GST				
	Bid Security amount as mentioned in the NIT and bid document is to be deposited by the bidder in the cases of default, as mentioned in the bid document.				

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

**Form TECH-3**  
**BIDDER'S EXPERIENCE DETAILS**

1. Details of purchase orders received in preceding two financial years/ performance certificates of preceding two financial years and the current supply orders in hand may please be summarized chronologically in the given format and **copies of the same are to be scanned and uploaded.**

**Details of Purchase Orders of preceding two financial years i.e. 2019-20 and 2020-21.**

S. No.	P.O. Number and Date	Issued By / Name of Buyer	Name of the item and Size	Amount (Rs./P.)	Page No.
1.					
2.					
3.					
4.					
<b>TOTAL</b>					

**Details of Performance Certificates for the above purchase orders if being enclosed are to be mentioned.**

**Details of Current Purchase Orders/Purchase Orders in hand (Financial year 2021-22).**

S. No.	P.O. Number and Date	Issued By / Name of Buyer	Name of the item	Amount (Rs./P.)	Page No.
1.					
r2.					
3.					
4.					
<b>TOTAL</b>					

**Note:- Copy of purchase orders should contain the signature, name, designation of issuing authority/buyer.**

## FORM TECH-3 (i)

(On Firm's letter head)

### Annual turn over statement

The Average Annual Turnover of M/s.....(Name of Firm)..... and address ..... for the past four financial years are given below are based on the audited final accounts of bidder (Manufacturing, Trading account, P&L account and Balance Sheet) and certified that the statement is true and correct:-

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2017-18	-
2.	2018-19	-
3.	2019-20	-
4.	2020-21	-
Total		- Rs. _____ Lakhs

Average annual turnover - Rs. \_\_\_\_\_ Lakhs

Note:- Turn over for the year 2020-21 may also be considered, if the accounts are audited and certified by C.A., otherwise shall not be considered.

Date

Signature of the bidder

Signature of Auditor/Seal  
Chartered Accountant

(Name & Address.)

Reg. No.

Tel. No.

Mob. No.

UDIN number of the C.A.

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

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Metro Dairy Plant  
Tender form for Kraft Paper Bag

## Form TECH-3(ii)

(On firm's letter head)

### **Declarations and Undertaking**

We..... (Name of firm) do hereby declare that we have installed manufacturing capacity of quoted item in specified units in the bid as detailed below:-

<b>S. No.</b>	<b>Quoted item details &amp; code no.</b>	<b>Monthly capacity in all shifts` ( in nos.)</b>	<b>Annual production capacity (in nos.)</b>	<b>Supply commitment to Metro Dairy (in nos.)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
1				
2				
3				

Signature of Authorized Signatory

Place :

Name and Signature of Bidder

Date :

Designation with seal

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

## Form TECH-4

### MANUFACTURER'S AUTHORIZATION FORM

No. \_\_\_\_\_ Dated \_\_\_\_\_

IN-CHARGE ,  
METRO DAIRY PLANT  
"CHOMU, GOVINDGARH

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 bid the manufacturer.

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

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Metro Dairy Plant  
Tender form for Kraft Paper Bag

## Form TECH-5

### Form of Bid-Securing Declaration applicable for the bidders who are other than Government Organization or not belonging to Government Organization of Government of India and Government of Rajasthan or other state

Date:

E-Bid No. of [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) website :

UDIN No. of SPP Portal :

To

-----  
-----

We, the undersigned, declare that:

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

We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) When we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any, after issuance of Rate Approval Letter by Metro Dairy Plant, Govindgarh/placement of supply/work order (purchase order is placed by Metro Dairy Plant, Govindgarh) within the specified period;
- (c) When We fail to commence the supply of the goods or service or execute work as per supply/work order (purchase order is placed by Metro Dairy Plant, Govindgarh) within the time specified;
- (d) When we do not deposit the performance security within specified period after issuance of Rate Approval Letter by Metro Dairy Plant, Govindgarh /the supply/work order/ purchase order is placed by Metro Dairy Plant, Govindgarh; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the Metro Dairy Plant, Govindgarh and State Government (Government of Rajasthan) shall debar us from participating in any procurement process

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

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undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) We are not the successful Bidder;
- (ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) Thirty days after the expiration of our Bid i.e. validity period of bid.
- (iv) The cancellation of the procurement process; or
- (v) The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed : -----

Name : -----

In the capacity of : -----

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

Dated on        day of

Corporate/Firm Seal -----

**(Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.**

## **FORM TECH-6**

(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 In-Charge, Metro Dairy Plant, Govindgarh, Jaipur (Rajasthan) for procurement of \_\_\_\_\_ to be supplied to Metro Dairy Plant, Govindgarh. 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 Metro Dairy Plant, Govindgarh.
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)

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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-7**  
**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 Metro Dairy Plant, Govindgarh 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)

**Form TECH-8**  
**Scan and upload Chartered Accountant certificate for turnover,  
GST Certificate and Cancelled Cheque**

1. The statement of average annual turnover for past two years out of four preceding financial years from Chartered Accountant with sign, seal and registration number and UDIN number of C.A. is to be scanned and uploaded at Tech-3(i).
2. Declarations and Undertaking for installed manufacturing capacity of bid item Tech-3(ii).
3. Copy of GST Registration Certificate and PAN Card 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. Copy of requisite, applicable, appropriate licenses like BIS Certificate/Agmark Certificate/Drug License etc. for the tendered item, if required are to be scanned and uploaded.
6. 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-8.
7. **This verified prescribed form is also applicable for availing concessional performance security @0.5% applicable for Small Scale Industries of Rajasthan.**

## Form A

(Apply in Duplicate)

### Application by MSME for Price Preference or Purchase Preference or both in Procurement of Goods

To,  
The General Manager  
DIC, District .....

1. Name of Applicant with Post:
2. Permanent Address:
3. Contact Details:
  - a. Telephone No.:
  - b. Mobile No.:
  - c. Fax No.:
  - d. Email Address:
5. Name of micro & small enterprise:
6. Office Address:
7. Address of Work Place:
8. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum: (enclose photo copy)
9. Products for which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum availed:
10. Products for which are at present being produced by the enterprise:
11. Products for which price preference or purchase preference or both has been applied for:
12. Production capacity as per Capacity Assessment Certificate (enclose photocopy of Capacity Assessment Certificate)

Serial No.	Product	Production Capacity	
		Quantity	Value
1			
2			
3			
4			

13. List of Plant & Machinery installed

Serial No.	Name of Plant & Machinery	Quantity	Value
1			
2			
3			
4			

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

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14. List of Testing Equipments installed

Serial No.	Name of Testing Equipments	Quantity	Value
1			
2			
3			
4			

15. Benefits availed as per price preference certificate in last financial year and current financial year

a. Benefits depositing Bid Security and Performance Security:

Last Financial Year			Current Financial Year	
Department	Bid Security	Performance Security	Bid Security	Performance Security

b. Details of Supply orders received:

Last Financial Year				Current Financial Year		
Department	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied	No. & Date of purchase order	Amount for which purchase order received	Amount of goods supplied

I declare that the above all facts given in the application are correct and my enterprise is producing the items mentioned in column No. 10.

Date

Signature

(Name of the applicant along with seal of post)

Office of the District Industries Centre \_\_\_\_\_

## **CERTIFICATE**

(See clause 10)

File No. \_\_\_\_\_

Date \_\_\_\_\_

It is certified that M/s \_\_\_\_\_ was inspected by \_\_\_\_\_ on dated \_\_\_\_\_ and the facts mentioned by the enterprise are correct as per the record shown by the applicant. The enterprise is eligible for Price Preference or Purchase Preference or both under this notification. The certificate is valid for one year from the date of its issue.

Office Seal

Signature  
(Full Name of the Officer)  
General Manager  
District Industries Centre  
Rubber Seal/Stamp

Enclosure- (1) Application  
(2)  
(3)



## Form B

### Format of Affidavit (See clause 11)

I .....S/o .....Aged..... Yrs..... Residing  
at..... Proprietor/Partner/Director of M/s .....  
do hereby solemnly affirm and declare that :

- a. My/Our above noted enterprise M/s ..... has been issued acknowledgement of Entrepreneurial Memorandum Part - II by the District Industries Center ..... The acknowledgement No.is ..... dated ..... and has been issued for manufacture of following items:

Name of Item	Production Capacity (Yearly)
(i)	
(ii)	
(iii)	
(iv)	
(v)	

- b. My/Our above noted acknowledgement of Entrepreneurial Memorandum Part - II has not been cancelled or withdrawn by the Industries Department and that the enterprise is regularly manufacturing the above items.
- c. My/Our enterprise is having all the requisite plant and machinery and is fully equipped to manufacture the above noted items.

Place \_\_\_\_\_

Signature of  
Proprietor/ Director Authorized Signatory  
with Rubber Stamp and date

Note : If the cost of items to be procured/hired exceeds Rs.100000/- (Rupees One lakh), the Procuring Entity would be required to have the production unit inspected to satisfy itself of the production capacity and that quality control measures are installed.

## Form TECH-9

### Form of Bid Securing Declaration

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

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

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

To:

In-Charge

Metro Dairy Plant

Govindgarh, Chomu, Jaipur

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, In-Charge, Metro Dairy Plant, Govindgarh for the period of time of **36 months** starting on date ....., if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- (a) withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter “the BDS”); or
- (b) having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
  - (i) fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
  - (ii) fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter “the ITB”) within the time period specified in the BDS,
- (c) not accept the correction of arithmetical errors in accordance with the ITB; or
- (d) breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

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

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

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Signed: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

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

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

*[insert complete name and address of the Bidder]*

Dated on        day of        ,

*[insert date of signing]*

Corporate Seal \_\_\_\_\_

*[affix corporate seal of the bidder]*

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

## **Financial Proposal (Bid)**

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

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Metro Dairy Plant  
Tender form for Kraft Paper Bag

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

**RATE STATEMENT**

**(To be submitted in Financial bid envelop only)**

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

**FOR HDPE LAMINATED KRAFT PAPER BAG HDPE  
LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP IN  
SIZE OF 17.5 INCHES X 4 INCHES X 40 INCHES**

Bidder must quote the rates in the statement given below in the prescribed BOQ, in .XLS format (Rates are not to be quoted here).

S. No.	Particulars	Rate Rs. per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP (Size of 17.5 inches X 4 inches X 40 inches)
1.	F.O.R. Metro Dairy Plant price inclusive of all expenses (Rate Rs. per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bags for packing 25 kg. SMP)	
2.	GST (Rate Rs. per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP)	
3*.	F.O.R. Metro Dairy Plant, Govindgarh price for consideration in Tender inclusive of all taxes (GST)/duties/expenses etc. (Rate Rs. per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP) In words_Rs._____	

**\* The F.O.R. Metro Dairy Plant, Govindgarh rates indicated at Sl.No.3 includes all duties & taxes etc. even if not explicitly mentioned here but in vogue/applicable on the last date of submission of tenders, for supply anywhere in Rajasthan.**

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

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The bidder has also to upload in PDF format in a separate sheet the details/ breakup of cost for the material being offered.

S. No.	Particulars	Per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP (Rs.) (Size of 17.5 inches X 4 inches X 40 inches)
1.	Total raw material cost upto the stage of finished goods (per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bags for packing 25 kg. SMP) 1. Please specify the grade of the material and supplier name. 2. The latest and authentic price list of applicable raw material must be submitted alongwith tender.	
2.	Total other cost (per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP)	
3.	F.O.R. Metro Dairy Plant price with all expenses excluding GST/taxes (per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP)	
4.	F.O.R. Metro Dairy Plant price including all expenses, GST & taxes (per HDPE Laminated Kraft Paper Bag HDPE Laminated Gusseted Bag for packing 25 kg. SMP)	

**SECTION VI (A)**  
**GENERAL AND SPECIAL CONDITIONS OF**  
**CONTRACT**

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

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Metro Dairy Plant  
Tender form for Kraft Paper Bag

## General and Special Conditions of Contract

S. No.	Particulars
1	The rate must be offered against the specified packing item. 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 last date of submission of rates must be included in the net F.O.R. rate (F.O.R. Metro Dairy Plant, Govindgarh anywhere in Rajasthan). 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. However, <b>the increased GST due to change in slab on higher turnover, if any shall be payable by the bidder.</b>
2	Rate must be offered for supply of the subject goods to the Metro Dairy Plant, Govindgarh from bonafide manufacturers or their authorized suppliers on a rate contract basis for a period for single order.
3	The bidders are required to note that purchase orders released by the Metro Dairy Plant, Govindgarh 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.
4	Successful bidders/Suppliers are required to make supplies within 15 days from the date of dispatch of orders by the Metro Dairy Plant, Govindgarh or as specified in the purchase order.
5	<p>The supplier will supply the bid items within 15 days period from the date of placement of the order by the Metro Dairy Plant, Govindgarh or as settled with the bidder or as provided in the acceptance of bid. In case supplier fails to supply and deliver the bid item within the prescribed time as mentioned in the order, the Metro Dairy Plant, Govindgarh reserves the right to effect risk purchases from other source on the supplier's risk and cost. Metro Dairy Plant, Govindgarh also reserves the absolute right as to the method adopted for effecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/performance security lying with any Metro Dairy Plant, Govindgarh notwithstanding whether such amount(s) pertain to current and/or previous contract(s).</p> <p>In case risk purchases are not effected for any reasons and approved supplier supplies the goods beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the Metro Dairy Plant, Govindgarh such late receipt of goods shall be subject to liquidated damages(LD)/penalties at following rates :-</p> <ol style="list-style-type: none"> <li>1. If the supplier requires an extension of time on completion of contractual supply on account of occurrence of any hindrance he shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.</li> <li>2. The Purchase Officer may extend the delivery period with or without liquidated damages in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.</li> <li>3. Extension in delivery period : In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of stores which the tenderer has failed to supply :-</li> </ol>

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

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	Delay upto one fourth period of the prescribed delivery period.	2.5%
	Delay exceeding one fourth but not exceeding half of the prescribed delivery period.	5%
	Delay exceeding half but not exceeding three fourth of the prescribed delivery period.	7.5%
	Delay exceeding three fourth of the prescribed delivery period.	10%
	<p><b>Note :</b> Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day. The maximum amount of liquidated damages shall be 10%.</p> <p>However, in case of persistent delay in the supply of material by the bidder, the rate contract may be cancelled and security forfeited by the Metro Dairy Plant, Govindgarh.</p> <p>The Metro Dairy Plant, Govindgarh reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 10% in case of delays exceeding three fourth of the delivery period.</p> <p>The Metro Dairy Plant, Govindgarh further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.</p>	
6	Any correspondence made by the Metro Dairy Plant, Govindgarh at the address/e-mail given by the bidder shall be deemed to have been delivered to the party. Any change in the address thereafter must be communicated in writing to the In-Charge, Metro Dairy Plant, Govindgarh.	
7	It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and specifications. Metro Dairy Plant, Govindgarh get the quality of materials supplied by various firms tested at the Metro Dairy Plant, Govindgarh laboratories or through the Central Quality Control Lab (CQCL) at RCDF, Jaipur.	
8	Metro Dairy Plant, Govindgarh reserves the right to select one or more firms for supply of bid item(s) for operational flexibility, consistent and regular supplies etc. As per bid data sheet at the rates of the qualified lowest. Metro Dairy Plant, Govindgarh also reserves the right to allocate quantities in the ratio it deems appropriate with higher weightage to the qualified lowest bidder. Such ratio could be 65:35 - higher/greater part being that for the lowest. Metro Dairy Plant, Govindgarh may decide to allot lower quantities to bidders whose supplies as approved suppliers have not been consistently found to be conforming to the quality/service and specifications during the past contracts.	
9	The specifications, conditions, schedules, drawing of the bidding document constitute an integral part of the bid. In the case of substantial non-conformity with the specifications or if it contains any inadmissible reservations seen or otherwise, in contravention to the spirit and letter of the bid documents such bids shall be summarily rejected.	
10	The successful bidders will have to execute a contract in prescribed form with Metro Dairy Plant, Govindgarh and deposit performance security as mentioned below for the performance of the contract immediately after the acceptance of the bid is communicated by the party.	

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

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	<p>The performance security will be refunded if otherwise found to be qualifying for refund within six months from the date of expiry of contract. No interest will be paid by the Metro Dairy Plant, Govindgarh on such security amount. In case of breach of any terms and conditions of the contract or on unsatisfactory performance of the contract the Metro Dairy Plant, Govindgarh shall have an absolute right of being compensated through liquidated damages/Penalties and the amount of performance security shall also, in such an event, be liable to forfeiture in full or part for being appropriate towards aforesaid liquidated damages/penalties and the decision of In-Charge, Metro Dairy Plant, Govindgarh shall be final in this regard.</p> <p><b>If the bidder fails to deposit the performance security or to execute the agreement within the period specified, such a failure will be treated as a breach of the terms and conditions of the bid and Metro Dairy Plant, Govindgarh shall be entitled to debar the bidder from participating in any procurement process undertaken for a period not exceeding three years. Metro Dairy Plant, Govindgarh shall also be entitled to recover the amount of bid security from any kind of previous pending payment available with Metro Dairy Plant, Govindgarh. The expenses of completing and stamping the agreement shall be paid by the bidder who shall furnish to the Metro Dairy Plant, Govindgarh one executed stamped counter part of the agreement free of charge.</b></p> <p>The performance security amount required to be deposited is 2.5% of the contract value. <b>The performance security upto must be furnished in the form of either Bankers Cheque/Pay order/Bank Draft issued by a scheduled bank in India. The performance security shall be 0.5% of the amount of quantity of approved value of contract for supply of goods, in case of Small Scale Industries of Rajasthan. For availing this concessional rate of performance security the bidder has to upload the certificate duly verified by General Manager, District Industries Centre of Rajasthan or other competent authority of Industries Department, Govt. of Rajasthan. The said certificate is to be uploaded alongwith bid.</b></p>
11	Remittance charges on payment made to the firms will be borne by the firm.
12	Cost of bidding document and bid processing fee not refundable, if bid not accepted.
13	<b>PAYMENT :</b>
13.1	100% payment will be made within one month of receipt of goods and invoice, in satisfactory condition after adjusting deductions/ penalties, if any, from the bill.
14	<b>Demurrage :</b>
14.1	The supplier shall bear and reimburse buyer demurrage charges, if any, paid by the buyer of behalf of the supplier.
15	<b>REJECTION:</b>
15.1	Further the buyer reserves the right to reject the stores either in full or in part, if at the time of delivery it is noticed that the items/ stores supplied do not confirm to the description and quality stipulated in the bid. In such event buyer shall inform the supplier immediately after such defect/quality problem is noticed.
15.2	If on rejection of the stores by the buyer or consignee at destination the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:

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

	<p>Allow the supplier to submit the store, in replacement of those rejected goods within the given time, the supplier bearing the cost, if any, on such replacement, without being entitled to any extra payment on that account.</p> <p>Purchase of quantity of the stores rejected or other of a similar description (which stores do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further installment due under the contract.</p> <p>Cancel the contract and purchase of items or others of a similar description (stores do not exactly comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.</p> <p>If, however, due to exigencies of the Metro Dairy Plant, Govindgarh, such replacement either in whole or in part is not considered feasible, Metro Dairy Plant, Govindgarh shall be at liberty to use such material and deduct amount equal to 5% of the value of the material used from the approved rates. However, the suitability of such material being fit for use will be subject to clearance by the General Manager (QC), RCDF. Further, in such situation the Metro Dairy Plant, Govindgarh shall inform the supplier regarding such decision at the earliest and will give an opportunity to the supplier for being heard and the reasons for such deductions will be communicated.</p>
15.3	<p>Any stores rejected shall under all circumstances lie at the risk of the supplier from the moment of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose of such stores at the supplier's risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed. This will include the cost of disposal when necessary.</p>
16	<p>The supplier shall, at all time, indemnify the buyer against all claims which may be made in respect of the stores or infringements of any right protected by patent, registration of design or trademark etc. provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against mark the buyer shall notify the supplier or the same and the supplier at his own expenses, either settle any dispute or face any litigation and bear expenditure related to the same that may arise therefrom.</p>
17	<p>The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events viz:</p> <p>If the supplier, a firm or any partner thereof shall be at that time adjudged insolvent or shall have a receiving order or order for administration of made against his or shall take any proceedings for composition under any Insolvency Act for the time, being in force, to make any convenience or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment, if the firm is dissolved under the partnership act., or,</p> <p>If the supplier being a company is wound up voluntarily by the order of a court or a receiver/ liquidator or Manager or on behalf of the Debenture holder is appointed or circumstances shall have arisen which entitled the Court to Debenture holders to appoint</p>

	<p>receiver, liquidator or Manager, or;</p> <p>If the supplier commits any breach of the contract/herein not specifically provided that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter and provided also the suppliers shall be liable to pay the buyer for any extra expenditure, he is thereby put to and the supplier shall under no circumstances be entitled to any gain in repurchase.</p>
18	<b>Force Majeure</b>
18.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
18.2	For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
18.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.
19	<b>Price Fall Clause</b>
19.1	The prices under a rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract (if approved supplier reduces rates to any other organization or any other party of State, the responsibility of informing the reduced rate to Metro Dairy Plant, Govindgarh shall be on the approved supplier), the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
20	All the documents and drawing supplied by the buyer must be treated as ‘CONFIDENTIAL’ must not be copied, reproduced, transmitted, or discussed otherwise in whole or part, not duplicated, modified, divulged, or discussed to any third party nor used in any other way without the consent of buyer in writing.

21	The order against this bid/ agreement is not transferable.
22	Metro Dairy Plant, Govindgarh 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 Metro Dairy Plant, Govindgarh specifications.
23	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.
24	<p>The design and art work, wherever applicable, shall have to be got approved from Metro Dairy Plant, Govindgarh. No extra charges for art-work will be payable by Metro Dairy Plant, Govindgarh. Any change in design/colour scheme decided by Metro Dairy Plant, Govindgarh any time during the contract period shall have to be implemented immediately. Rate per cylinder for carrying out such a change during the contract period, wherever applicable, is to be quoted in the bid.</p> <p>As regards increase/decrease over the number of colours specified in the technical specifications enclosed, the supplier should indicate rate per colour for such addition/deletion in printing on packaging material for taking care of the same in rates.</p> <p>The vegetarian logo in green color shall be counted as separate color, if green color is not already there in art &amp; design but printing of Symbol for 100% vegetarian food or printing of Agmark Replica including serial number as per the requirement of Agmark authority / Metro Dairy Plant, Govindgarh wherever applicable, shall also have to be carried out, without any additional/extra payment.</p>
25	Metro Dairy Plant, Govindgarh also reserves the right to debar or blacklist, if the performance of approved supplier with respect to quality and time of supply etc. is found unsatisfactory. Metro Dairy Plant, Govindgarh also reserves the right to forfeit the bid security/performance security side by side to recovering other due amounts in any other way including legal recourse.
26	Metro Dairy Plant, Govindgarh may not consider the application of such applicant who has earlier been debarred/censured/black listed or even those firms who have on their rolls employees/executives/proprietors/partners of another already debarred/censured/black listed firms in one or the other capacity. However, decision of Metro Dairy Plant, Govindgarh shall be final in this regard.
27	No item and condition in addition to the above mentioned will be agreed to. The conditional offer/price bid which reflect/ affect the price of quoted item shall be liable for rejection out rightly without any reference.
28	The present contract shall be governed overall by Rajasthan Cooperative Societies Act and allied laws.
29	<b>Dispute Resolution</b>
29.1	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 amicably by mutual negotiations. In case of any disputes, In-Charge, Metro Dairy Plant, Govindgarh or person nominated by him shall be the sole arbitrator to settle these disputes.

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

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**SECTION VI (B)**  
**CONTRACT FORMS**  
**AND**  
**PERFORMANCE SECURITY**

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

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## **Section VI (B): Contract Forms**

### **Contract Agreement**

*(To be executed on Non-Judicial Stamp Paper of appropriate value)*

**RATE CONTRACT FOR HDPE LAMINATED KRAFT PAPER BAG HDPE  
LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS  
MENTIONED IN QUALITY SPECIFICATOINS**

**Between**  
**In-Charge**  
**Metro Dairy Plant,**  
**Govindgarh, Teh. Chomu**  
**Distt. Jaipur - 303712 (Raj.)**  
**and**  
**[Name of the Bidder]**  
**Dated:**

**RATE CONTRACT AGREEMENT**

**(On non judicial stamp paper of value of prescribed amount)**

1. An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ hereinafter called “approved Bidder” which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Metro Dairy Plant, Govindgarh. (hereinafter called “the Metro Dairy Plant” 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 has agreed with the Metro Dairy Plant for supply of **HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTINED IN QUALITY SPECIFICATIONS** 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 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 has agreed:
    - (i) to keep the performance security with the Metro Dairy Plant 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. for **supply of HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTINED IN QUALITY SPECIFICATIONS** as per the Bid Document/LOI/LOA/RAL/purchase order.
    - (ii) that no interest shall be paid by the Metro Dairy Plant on the performance security deposit.
    - (iii) that in case of breach of any terms & conditions of the aforesaid supply of **HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTINED IN QUALITY SPECIFICATIONS** as

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in token of acceptance of above)

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per Bid Document/LOI/ LOA/RAL/ purchase order of this agreement by the approved Bidder, the amount of the performance security shall be liable to forfeiture in full or part by the Metro Dairy Plant.

**NOW THESE PRESENT WITNESS**

1. In consideration of the payment to be made by the Metro Dairy Plant at the rates set forth in the aforesaid LOI/LOA/RAL/purchase order, the approved Bidder will duly supply **HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTINED IN QUALITY SPECIFICATIONS** 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 and Special Conditions of Contract
  - f) The Bid Submission Sheet and the Price Schedules including negotiated Price, if any, submitted by the Supplier
  - g) LOI/LOA/RAL/Purchase Order and condition of aforesaid Purchase Order and also any subsequent amendment as may be issued by the Metro Dairy Plant /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 of **HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTINED IN QUALITY SPECIFICATIONS** 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

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in token of acceptance of above)

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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. Incharge, Metro Dairy Plant, Govindgarh 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 : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

Witness No.2

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

SIGNATURE FOR AND ON  
BEHALF OF the Metro Dairy Plant:

**Witness No.1**

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

Witness No.2

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

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 \_\_\_\_\_ 2021 (Two thousand twenty one) 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 Metro Dairy Plant, Govindgarh, Chomu, Jaipur, Rajasthan, (hereinafter referred to as "The Metro Dairy Plant which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Metro Dairy Plant has placed its RAL/work order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ on Name and address of the party (hereinafter called "The approved bidder") for supply of **HDPE LAMINATED KRAFT PAPER BAG HDPE LAMINATED GUSSETED BAGS FOR PACKING 25 KG SMP AS MENTINED IN QUALITY SPECIFICATIONS** and whereas the approved bidder has agreed to provide a Bank Guarantee valid for the contracted period from any Scheduled Bank approved by RBI in the prescribed format of Metro Dairy Plant for an amount of Rs. -----/- (Rupees in words) towards security to Metro Dairy Plant to safeguard its contract. The Bank guarantee will be released three months after expiry of contract period on production of satisfactory performance and no dues certificate quality clearance from the respective Metro Dairy Plant and an undertaking in case any claim/ liability /recovery in account arises after the expiry of the contract, firm shall deposit the same with Metro Dairy Plant without any delay.

In consideration of the approved bidder having agreed to provide a B.G. of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the performance security amount, we \_\_\_\_\_ (Name of the Bank) hereby undertake and guarantee to make repayment to the Metro Dairy Plant of the said Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any part thereof which becomes payable to the Metro Dairy Plant in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the Metro Dairy Plant. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Metro Dairy Plant 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 bidder and the Metro Dairy Plant 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 Metro Dairy Plant to the bidder 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 Metro Dairy Plant. We (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee

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

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without any demur, merely on demand from the Metro Dairy Plant stating that the amount claimed is due to the Metro Dairy Plant. In case the Metro Dairy Plant 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 bidder has failed in complying with the terms and conditions stipulated by the Metro Dairy Plant without raising any dispute regarding the reasons for any such lapse/failure on the part or the approved bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Metro Dairy Plant may have or hereafter possess against the approved bidder and the Metro Dairy Plant shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the Metro Dairy Plant may be entitled to receiving or have a claim upon and the Metro Dairy Plant 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 Metro Dairy Plant on Metro Dairy Plant 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 Metro Dairy Plant 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)

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