



RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH LTD.
Head Office: 237, 2ndFloor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302001
Phone: Gen. 0141-2740098, 2740235, E-Mail: confedmd@gmail.com,

Bid Document for Empanelment

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Handwritten signatures and initials in blue ink, including names like 'Raj', 'Anur', 'Raj', 'Raj', and 'Raj', along with various scribbles and marks.



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Phone: Gen. 0141-2740098, 2740235, E-Mail: confedmd@gmail.com,

e-Tender For Empanelment of Bidders

Empanelment of Bidders (i.e., Manufacturers/Wholesalers/Distributors/Suppliers) for supply of Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, and Nutritional Supplements etc. related to Livestock by Door Step Delivery to all Districts of Rajasthan
(Single Stage, One Envelope Bid System)

Sr. No.	Subject	Amount Rs.	Remark
1	Bid Value	*Approx. 250 Crore	Approximate
2	Bid Form Cost (With GST)	**5,900.00	Non-Refundable
3	Bid Processing Fee	1,000.00	Non-Refundable
4	Bid Security	2% of Bid Value and 0.5% in case of Micro & Small unit in Rajasthan	Refundable

*The Value and Quantity of Goods may be Increased or Decreased in Manifolds as per Condition and Requirement.

**Bidding Document shall be provided to the Micro, Small and Medium Enterprises at 50% of the Prescribed Cost as per RTPP Act 2012 & Rules 2013

Sr.No.	Subject	Date	Time
1	e-Publishing Date	29.08.2022	06:00 P.M.
2	Document Download & Submission Start Date	30.08.2022	11.00 A.M.
3	Document Upload End Date	08.09.2022	06.00 P.M.
4	Submission of Demand Draft/Banker Cheque/RTGS Confirmation of Bid Cost Including Processing Fees in Physical Form	09.09.2022	Up to 12.00 Noon
5	Technical Bid Opening Date	09.09.2022	04.00 P.M.

Our Bank Detail : **For RTGS**
Name of Bank : KOTAK MAHINDRA BANK LTD.
Branch : E 74, BHAGAT SINGH MARG, C-SCHEME,
JAIPUR - 302001
A/c No. : 6412106811
IFS Code : KKBK0003541



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Ref. : F () /SANGH//Empanelment/ 4952

Date : 29-8-2022

Notice Inviting Bid

Empanelment of Bidders (i.e. Manufacturers/Wholesalers/Distributors/Suppliers) for supply of Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. related to Livestock by Door Step Delivery to all Districts of

Rajasthan

(Single Stage, One Envelope Bid System)

Sr. No.	Description	Value of Work (Rs. in Crore)	Bid Form Cost (with GST) (in Rs.)	Bid Processing Fees (in Rs.)
1.	Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. related to Livestock	*Approx. 250.00	**5,900.00	1,000.00

*The Value and Quantity of Goods may be Increased or Decreased in manifolds as per Condition and Requirement.

**Bidding Document shall be provided to the Micro, Small and Medium Enterprises at 50% of the Prescribed Cost as per RTPP Act 2012 & Rules 2013.

Bid Security of 2% (In case of Micro & Small Unit in Rajasthan Bid Security is 0.5% of Bid Value) of Bid Value shall be submitted as per provision of RTPP Rules, 2013 as amended time to time.

The Bid will only be submitted through on-line for Bid of Bidder System of www.eproc.rajasthan.gov.in. The Interested Bidder will have to be Enrolled /Registered with portal of www.eproc.rajasthan.gov.in for participating in the Bid Process.

- Bid Document Download & Submission Start Date ~~30.08.2022~~ Time 11.00 A.M.
- Bid Document Upload End Date ~~08.09.2022~~ Time 06:00 P.M.
- Submission of DD/BC/RTGS Confirmation Slip of Bid Cost, Processing Fees, Bid Security till ~~09.09.2022~~, Time 12:00 Noon.
- Technical Bid Opening Date ~~09.09.2022~~ Time 04:00 P.M.
- Financial Bid Opening Date "**Empanelled Bidder will be Informed Separately**"

Our Bank Detail : **For RTGS**
Name of Bank : KOTAK MAHINDRA BANK LTD.
Branch : E 74, BHAGAT SINGH MARG, C-SCHEME,
JAIPUR - 302001
A/c No. : 6412106811
IFS Code : KKBK0003541

For details visit on website <http://sppp.rajasthan.gov.in> or contact General Manager, Rajasthan Rajya Sahakari Udbhokta Sangh Ltd., 237, Second Floor, Bhawani Singh Road, Jaipur-302001 at the Telephone Number : 0141-2740098



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General Instructions for Bidders:-

1. This Bid is invited from Manufacturers/Wholesalers/Distributors /Suppliers to Supply of Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. related to Livestock by Door Step Delivery to all District of Rajasthan.
2. The Bid Document is not transferable under any circumstances.
3. Bid will be submitted on-line only through www.eproc.rajasthan.gov.in. The interested Bidder will have to be Enrolled/Registered with portal of www.eproc.rajasthan.gov.in for participating in the Bid Process.
4. For the Bid of Empanelment of Bidders, the Bid Form Cost and Bid Security will be in the form of Demand Draft/ Banker Cheque drawn in favor of "**Rajasthan State Consumers Co-Operative Federation Ltd.**" payable at Jaipur and processing fees will be in the form of Demand Draft/Banker Cheque of Scheduled Bank drawn in favor of MD, RISL payable at Jaipur will be submitted in the office of the Managing Director, Rajasthan Rajya Sahakari Upbhokta Sangh Ltd., 237, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302001 up to schedule Date and Time. Bid Form Cost and Bid Security can also be deposited by RTGS besides Demand Draft/ Banker Cheque drawn in favor of "**Rajasthan State Consumers Co-Operative Federation Ltd.**" payable at Jaipur in following account.

<u>Our Bank Detail</u>	:	<u>For RTGS</u>
Name of Bank	:	KOTAK MAHINDRA BANK LTD.
Branch	:	E 74, BHAGAT SINGH MARG, C-SCHEME, JAIPUR - 302001
A/c No.	:	6412106811
IFS Code	:	KKBK0003541

5. The CONFED reserves right to cancel the Bid at any stage without assigning any reason to the Bidder or anyone else.
6. Conditional or offline Bids or casual letters sent by the Bidder will not be accepted.
7. Bidders are requested to read the instructions carefully for the Technical Bid before submitting the documents online.
8. The above Terms & Conditions of the Bid may also be seen on the website <http://sppp.rajasthan.gov.in> along with the Bid invitation notice.
9. If the Bidder is a Manufacturer/Wholesaler/Distributor/Supplier, should have minimum Average Annual Turnover of Rs. 500 Cr. for last Three Financial Year (i.e.2019-20, 2020-21 & 2021-22) and In case the Bidder is Micro & Small Unit Duly Registered in the State of Rajasthan complying with the other Terms & Condition of this NIB the minimum average turnover shall be Rs. 3.00 Cr. During Last Three Financial Year (i.e. 2019-20, 2020-21 & 2021-22) In support of Turnover Bidder should submit Last Three Financial Year audited (Unaudited in case 2021-22 will be accepted but certified by C.A.) accounts (i.e. Balance Sheet & Trading & Profit & Loss Account) and ITR for verification of Turnover.
10. Bidder should have past working experience of supply to Government Departments/ Government Institutions/PSU/Registered Co-Operative Institutions which are Owned or Controlled or Managed by the State and Central Government by Door Step Delivery at Schools/Anganbadi Centers/Jails/Sub-Jails/Hospitals/CHC/PHC Level of Rajasthan State amounting to minimum Average of Rs.100 Cr. in last Two Financial Year (2020-21 & 2021-22).

In case the Bidder is Micro & Small Unit Duly Registered in the State of Rajasthan complying with the other terms & condition of this bid document the past working



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experience of supply to Government Departments/Government Institutions/PSU/ Registered Co-Operative Institutions which are Owned or Controlled or Managed by the State and Central Government by Door Step Delivery at Schools/Anganbadi Centers/ Jails/Sub-Jails/Hospitals/CHC/PHC Level of Rajasthan State amounting to minimum Average of Rs. 1.00 Cr. in last Two Financial Year (2020-21 & 2021-22).

11. No Physical /Off-line Bid of Empanelment will be accepted.

All Terms & Conditions attached with this Notice will be part of Bid.

*The Value of work may be increased or decreased manifolds as per the condition and requirement.

Managing Director

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Handwritten notes and signatures in blue ink, including a circled '237' and various illegible scribbles.



Instructions to Bidder for online submission of e-Bid

1. Interested Bidders can download Bid Documents from <http://eproc.rajasthan.gov.in>
2. Participant Bidders should be registered on <http://eproc.rajasthan.gov.in>. in order to participate in online Bid. One should procure Digital Signature Certificate (type II or III) as per Information Technology Act-2000 using which they can sign their electronic Bid. Manufacturers/Wholesalers/Distributors/Suppliers can procure the same from any CCA approved certifying agency i.e. TCS, Safe-crypt, (n) code etc. or Government of Rajasthan, e-procurement Cell, Department of IT&C, Government of Rajasthan for further assistance. Bidder who already have a valid Digital Certificate need not to procure a new Digital Certificate Contact No. 0141-4022688 (Help Desk 10.00 AM to 6.00 PM on all working days) email: eproc@rajasthan.gov.in, Address: e-procurement cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan.
3. Bidder will submit their offer on-line in electronic formats for Technical Bid; however, Bidder is free to deposit Bid Form Cost, Processing Fee and Bid Security either by RTGS/DD/Banker Cheque. If Bidder deposits the Bid Form Cost, Processing Fee and Bid Security though RTGS, there is no need to submit the details of RTGS manually in the office. If Bidder deposits the Bid Form Cost, Processing Fee and Bid Security by DD/Bankers Cheques, it should be submitted manually in the office of Bid inviting Authority (Rajasthan Rajya Sahakari Upbhokta Sangh Ltd.) before scheduled date & time as mentioned in Notice. **Scanned copy of DD/Bankers Cheque/BG/RTGS detail should be uploaded along with the on-line Bid.**
4. Before Electronically submitting the Bid, it should be ensured that all the Bid Documents are Duly Signed and Certified by the Bidder including conditions of contract and also digitally signed by the Bidder.
5. Training for the Bidders on the usage of Bid of Bidder system is also being arranged by RISL on regular basis. Bidder interested for training may contact e-Procurement Cell, RISL for booking the training slot.
6. Bidders are also advised to refer "Bidders Manual" available under "Download" section for further details about the e-bidding process.
7. The prospective Bidders, if they desire to participate in the Bid clarify any doubts, in respect of Bid documents before last date of submission of Bid at any working day.

Special Note :

All Bidders are advised not to wait till last date and are advised to submit their Bid at the earliest. The CONFED will not be responsible for any last-minute rush in website, no extension in deposition of Bid of Bidder will be allowed.

Handwritten notes and signatures in blue ink:
A star symbol with an arrow pointing to it.
A large signature: "G. C. Singh"
Other signatures and initials: "ph.", "Anil", "R", "sk", "31/1", "6/7".



TECHNICAL COVER CHECK LIST

Sr. No.	Particulars	Enclosed (Yes/No)	Page No
1	Self Attested Copy of Statement of Past Supply and Performance as per Annexure-F		
2	Copy of Last Three Financial Year ITR, Audited Balance Sheet and Trading & Profit Loss Accounts (i.e. 2019-20, 2020-21 & 2021-22) (In case 2021-22 unaudited will be accepted but Duly Certified by C.A. along with UDIN) And Turnover Certificate for Verification of Turnover as per Annexure-'E'. Duly Certified and Signed by Chartered Accountant & attested by Notary Public.		
3	Self-attested Copy of PAN Card.		
4	Self-attested Copy of GST Registration and GSTR-1 and GSTR-3B of Last Six Months.		
5	Self-Attested copy of Firm Registration under Proprietorship/Indian Partnership Act, 1932/ Indian Companies Act, 1956/Societies Registration Act/Co-Operative Societies Act or any other Act of State/Union, as applicable for dealing in the subject matter of Procurement.		
6	Self Attested Copy of WHO-GMP Certificate, Drug License, FSSAI, BIS, MSME Certificate. (as applicable).		
7	Technical Undertaking		
8	Annexure-A (Compliance with the code of Integrity and No Conflict of Interest)		
9	Annexure-B (Declaration by the Bidder regarding Qualifications)		
10	Annexure-C (Grievance Redressal during Procurement Process)		
11	Annexure-D (Additional Conditions of Contract)		
12	Annexure-E (Annual Turnover Statement)		
13	Annexure-F (Statement of Past Supplies and Performance)		
14	Annexure-G (Affidavit Regarding Acceptance of Terms & Condition of Bid)		
15	Annexure-H (a) & (b) (Statement of Infrastructure & Affidavit)		
16	Annexure-I PRE-STAMP RECEIPT		
17	Annexure-J (Agreement)		
18	Annexure-K (Bidders Authorization Certificate)		
19	Annexure-L (Submission of valid Schedule-M/WHO-GMP/Import License/COPP/Manufacturing License)		
20	Annexure-M (Form A and B for MSME.) (If applicable.)		

Handwritten signatures and initials in blue ink, including a large signature and the acronym 'RC'.



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Details of Bidder

e-Bid Notice No..... dated

1.	Name of the Bidder Firm		
2.	Telephone No.	(Off.)__	(Fax.)
3.	Mobile No. E-mail ID		
4.	Office Address of the Firm/Co.		
5.	Address of the Shop/Office/Go down etc.		
6.	Constitution of the Firm whether Proprietorship/ Partnership/ Company		
7.	<u>In case of Proprietorship Firm</u>		
a)	Name, Father's Name and Residential address of the Proprietor.		
	<u>In case of Partnership Firm</u>		
b)	Name, Father's Name and Residential address of all the Partners.		
	Note : Enclose the Registration Certificate from the Registrar of Firms or its attested Copy/Photocopy of Partnership Deed (*attach separate sheet if space is insufficient).		
	<u>In case of Company</u>		
c)	Regd. No. of the Company		
i)	Name and address of the Directors of the company (*Attach separate sheet if space is insufficient)		
ii)	<u>BANK DETAILS OF Bidder</u> Banker's Name with Branch Account type Account Number IFS Code		
8)	GST Registration No.		
9)	PAN No. of the Bidder (Enclose a Certified Copy of the same)		
10)			
	*Attach separate sheet for details, where required. *In case of Authorized Representative Signing this Document enclose copy of the Authority letter as per Annexure-K.		
Signature of the Bidder with Seal			
(Name: -----)			
(Designation -----)			

Handwritten signatures and initials in blue ink, including a large signature that appears to be 'Sudhakar' and other initials like 'R', 'K', 'M', 'N', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z'.



Instruction and Terms and Conditions for the Bid Regarding Empanelment :

I. Instruction to Bidders :

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 Bid process. If there is any discrepancy between the provisions of the Act and the Rules and this Bid document, the provisions of the Act and the Rules will prevail.

1. The objective of the Bid is to provide *Superior Quality of Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. at competitive and remunerative price* to lower down the cost of treatment of Livestock in Rajasthan.
2. Bidder should read these Terms & Conditions carefully and comply with it strictly while submitting their Bid. If a Bidder has any doubt regarding the Terms & Conditions and specifications mentioned in the NIB. The Managing Director, Rajasthan Rajya Sahakari Upphokta Sangh Limited, Jaipur may be consulted before submitting Bid and obtain clarifications. The decision of the M.D., Rajasthan Rajya Sahakari Upphokta Sangh Limited, Jaipur will be final and binding on the Bidder participating in Bid process.
3. The sale of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped as per NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and eproc portal. The prospective Bidders shall be permitted to download the bidding document from website and pay its price while submitting the Bid to the procuring entity. The Bid Documents shall be made available to any prospective Bidder through eproc portal only.
4. **Process :**
Procedure of Selection: The Bids are being invited by Pre-Qualification process under section 18 of RTPP Act 2012, Rule 31 of RTPP Rules 2013

The Evaluation of Technical Bid invited will be done on the basis of qualifications and eligibility criteria mentioned in the Bid Document. The Bidders/Firms in Technical Bid Evaluation will be Empanelled for the specific period of time mentioned in the Bid. The procurement will be done amongst the Empanelled Bidder/Firms by sending to all of them Request for Proposals (RFP) for Financial Bid as and when required. The supply order may be issued to Bidder/Firm or Bidders/Firms on the basis of lowest Rate received giving preference to L-1 Bidder/ Firm.

5. Bid Clarifications :

Bidder shall read these Terms & Conditions carefully and comply with it strictly while submitting their Bids. If a Bidder has any doubt regarding the Terms & Conditions mentioned in the NIB, he shall get his doubt clarified by the Managing Director, CONFED, Jaipur. The decision of the Managing Director, CONFED, Jaipur will be final and binding on the Bidder.



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6. Bidders will have to upload the documents as per the following order:
- (A) Technical Cover -Bid (Single Stage, One- Envelope Bid)**
- (a) In the Fee Cover (in PDF format)**
- Scanned copy of DD/Banker's Cheque/RTGS Confirmation Slip for Bid Form Cost in favor of "Rajasthan State Consumers Co-Operative Federation Ltd.", payable at Jaipur.
 - Scanned copy of DD/Banker's Cheque/RTGS Confirmation Slip for Bid Security in favor of " Rajasthan State Consumers Co-Operative Federation Ltd.", payable at Jaipur.
 - Scanned copy of DD/Banker Cheque/RTGS Confirmation Slip for Processing Fees in favor of MD, RISL payable at Jaipur.
- (b) In the Technical Bid (in PDF format)-**
- Scanned Copy (Signed & Sealed) of the Technical Bid along with all the Documents mentioned in the Bid Documents, in the support of the Eligibility Required Annexure and supporting papers for Evaluation of Technical Bids as per Check List.

II. THE CLAUSES, TERMS & CONDITIONS ARE AS FOLLOWS:-

Bidder should read these Terms & Conditions carefully and comply strictly. Bid is invited from Bidders (i.e. Manufacturers/Wholesalers/Distributors/Suppliers) for Supply of Superior quality of Medicines, Vaccines, Surgical Items, Consumables, Medical Equipment's, and Nutritional Supplements etc. for Livestock at competitive and remunerative price by Door Step Delivery in Rajasthan.

- Bidder should have Head Office/Branch office in Rajasthan State from last Three Years. (In support of that relevant document i.e. Rent Agreement/Electricity Bill/Allotment Letter etc. should be submitted.)
- If the Bidder is a Manufacturer/Wholesaler/Distributor/Supplier should have minimum Average Annual Turnover of Rs. 500 Cr. for last Three Financial Year (i.e.2019-20, 2020-21 & 2021-22) and In case the Bidder is Micro & Small Unit Duly Registered in the State of Rajasthan complying with the other Terms & Condition of this NIB the minimum average turnover shall be Rs. 3.00 Cr. During Last Three Financial Year (i.e. 2019-20, 2020-21 & 2021-22) In support of Turnover Bidder should submit Last Three Financial Year audited (Unaudited in case 2021-22 will be accepted but certified by C.A.) accounts (i.e. Balance Sheet & Trading & Profit & Loss Account) and ITR for verification of Turnover. (As per Annexure-E.)
- Bidder should have past working experience of supply to Government Departments/ Government Institutions/PSU/Registered Co-Operative Institutions which are Owned or Controlled or Managed by the State and Central Government by Door Step Delivery at Schools/Anganbadi Centers/Jails/Sub-Jails/Hospitals/CHC/PHC Level of Rajasthan State amounting to minimum Average of Rs.100 Cr. in last Two Financial Year (2020-21 & 2021-22).

In case the Bidder is Micro & Small Unit Duly Registered in the State of Rajasthan complying with the other terms & condition of this bid document the past working



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experience of supply to Government Departments/Government Institutions/PSU/Registered Co-Operative Institutions which are Owned or Controlled or Managed by the State and Central Government by Door Step Delivery at Schools /Anganbadi Centers /Jails /Sub-Jails /Hospitals /CHC /PHC Level of Rajasthan State amounting to minimum Average of Rs. 1.00 Cr. in last Two Financial Year (2020-21 & 2021-22).(As per Annexure-F.)

4. The Bidder should submit attested copy of PAN Card & GST Registration Certificate.
5. The Bidder who is not registered under the GST Act prevalent in the State will not be eligible to submit the Bid.
6. The Bidder should have Registration Certificate of Udyam/Udhyog Aadhar. (Applicable for Micro, Small and Medium Manufacturing Unit in Rajasthan)
7. Bidder should submit self-attested copy GSTR-1 and GSTR-3B of Last Six Months.
8. Bidder should have WHO-GMP (Good Manufacturing Practices) Certificate, Drug License and FSSAI/BIS mandatory in case of Manufacturing Unit. The License should be valid on the Date of Publication of NIB.
9. Bidder other than Manufacture should have Drug License in his Self Name and WHO-GMP (Good Manufacturing Practices) Certificate and BIS/FSSAI of Manufacturing Firm through which specified items to be supplied. The License should be valid on the date of Publication of NIB.
10. Bidder should submit Name and Address of the Location of Shop/Go-down/Production Unit/Packaging Plant with details of concern Person with Telephone Number and e-mail ID etc.
11. Bidder should submit as per Annexure A to D as per order No.एफ.1(8)/वित्त/साविलेनि/2011 दिनांक 04.02.2013 (परिपत्र संख्या 3/2013) issued by Secretary Finance (Budget), Finance (G & T) Department, Government of Rajasthan.
12. Bidder should submit affidavit regarding that he is not Blacklisted/Debar by any Government or any Public Sector Undertaking as per **Annexure-'G'**.
13. Bidder should submit Declaration regarding Turnover of the Entity as per **Annexure-'E'**.
14. Bidder should submit past Supplies and Performance Certificate of Last Two Financial Years as per **Annexure- 'F'**.
15. Bidder should submit affidavit regarding compliance of Terms & Conditions of Bid Documents as per **Annexure-'G'**.
16. Bidder should submit Declaration regarding Infrastructure Shop/Office/Go-down etc. as per **Annexure-'H'** (a) (b).



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17. Bidder should submit Pre-Stamps Receipts for refund of Bid security money, in case of Bidders who are disqualified technically, as per Annexure-'I'.
18. Bidder should submit Authorization for the Person Signing this proposal to bind Bidder to the proposal and to any contract resulting there from. (If any)
19. Bidder should submit Bid form with Signature on each page with stamp.
20. No Bid will be accepted after due Date & Time fixed for receiving of Bid.
21. If the last Date fixed for Opening of Bid in the office is declared to be a holiday, the next working day will be deemed to be the Last Date for the purpose. The explanation will also apply in relaxation to other Dates fixed for any purpose whatsoever.
22. The Rajasthan Rajya Sahakari Upbhokta Sangh Ltd. reserves the right to reject any or all the Bid of Bidder without assigning any reason thereof.
23. Validity of Bid Offer is 90 days from the date of Opening the Bid.
24. Bid will be submitted up to Date & Time as per NIB for supply of Specified Items.
25. Bid should be submitted to Managing Director, RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH LIMITED, JAIPUR through <https://eproc.rajasthan.gov.in> of Govt. of Rajasthan.
 - a) Bidder should file Bid Duly furnishing the required information as per Bid Document.
 - b) Bid should be strictly in conformity with prescribed Terms and Conditions. Bid should not contain any conditions other than the prescribed Terms & Conditions. Bid, which deviate from these Terms and Conditions, are liable to be rejected.
 - c) Before the Last Date for the receipt of Bid, CONFED may amend any of the Bid conditions, as may be desired and if such an amendment is absolutely necessary and the same will be communicated to the Bidder and that will be made available on the website <http://eproc.rajasthan.gov.in> / <http://sppp.rajasthan.gov.in>.
 - d) The Bidder should be capable of starting supplying the ordered quantity of Specified Items within 15 days from the Date of work order given by CONFED.
 - e) The Bidder who are Blacklisted/Debar by the Government of India/any State Government/any Union Territory/State Agency are not entitled to file the Bid of Bidder. If the Bidder already Blacklisted files a Bid in Benami Name, the Bid will stand rejected apart from forfeiture of Bid security furnished.
 - f) Minors are not eligible to file Bid.
 - g) The Bidder may give proposals of CSR activities for the State of Rajasthan.
26. The Bidder should submit along with the Bid the following Certificates for the Specified Items :

- i. The Bid form fee **Rs. 5,900.00** downloaded from the website will be submitted in the form of D.D./Banker Cheque/RTGS in favor of RAJASTHAN STATE



RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH LTD.
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Phone: Gen. 0141-2740098, 2740235, E-Mail: confedmd@gmail.com,

CONSUMERS CO-OPERATIVE FEDERATION LTD. payable at Jaipur. The Bidder are also required to deposit processing fee of Rs. 1000.00 in the form of D.D./Banker Cheque/RTGS in favor of M.D., RISL payable at Jaipur. The Bid Form Fee, Processing Fee and Bid Security will be deposited Physically at the office of RAJASTHAN STATE CONSUMERS CO-OPERATIVE FEDERATION LTD., Jaipur before the last Date and Time of Bid submission.

27. Bid should not be submitted for the quoted Article/Articles for which the Firm/Company has been Blacklisted/Banned/Debarred either by Bid inviting Authority or Govt. of Rajasthan or by any other State/Central Govt. and its agencies. This also applies to the Firm/Company for its Allied/Sister Concern/Firms and Units.

The Concerned Company/Firm who stand Blacklisted/Banned/Debarred either by Bid inviting Authority or Govt. of Rajasthan or by any Other State Govt./Central Govt./UT on the Date Bid submission will not be eligible to participate in the Bid.

PLEASE NOTE THAT :

- a. All above mentioned Documents duly attested by Notary Public as desired and mentioned in relevant Annexure must be submitted. If Unattested Copies of such Document will not be considered valid.
 - b. All attested Documents must be submitted in Hindi or English language. If the Documents are not in Hindi or English, they should be translated in Hindi or English & attested by authorized translator. Translated copy along with copy of Original Document must be submitted.
 - c. The point of Supply will be in all over the Rajasthan.
 - d. Bid will be liable for outright rejection if:
 - i. Any Discounts/Special Offers are made in cover-A.
 - ii. Duly Signed scanned Copy of acceptance of Terms & Conditions of NIB.
28. The required Documents (Bid form Fee, Bid Security & RISL Processing Fee) shall be submitted Physically in the form of DD/Banker Cheque/RTGS/Bank Guarantee before the last Date & Time of Bid submission. The Bidder will submit scanned copy of the DD/BC/RTGS/BG in Technical Bid (Cover-A). All received Bid will be opened in the presence of Bidders who choose to be present.
- a. In event of BID being submitted by proprietary firm, Bid must be signed by sole proprietor. In event of a Partnership Firm Bid must be signed on its behalf by a Person holding a Power of Attorney authorizing him to do so and in the case of Company, the Bid must be signed by Authorized Signatory as the manner lay in the Articles of Association.
 - b. Any change in the Constitution of the Firm/Company will be notified forthwith by the Bidder in writing to the M.D., RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH LIMITED, JAIPUR and such change will not relieve any former member of the Firm/Company from the liability under the contract. No new Partner/Partners will be accepted in the Firm by the Bidder in respect of the contract unless He/They agree to abide by all its Terms and Conditions and submit with the M.D., RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH



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LIMITED, 237, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur, a written agreement to this effect. The contractor's receipt for acknowledgement or date of any partner subsequently accepted as above will bind all of them and will be sufficient to discharge for any of the purposes of the contract if the Bidder submitting BG as Bid Security. The BG should be valid for a period of twelve Months from the Date of issue of Opening of Bid.

29. The Bidder will Sign the Bid form on each page and at the end in token of acceptance of all the Terms and Conditions of the Bidder and then scanned copy will be uploaded on e-portal.

30. WITHDRAWALS, SUBSTITUTION AND MODIFICATION OF BID :

- a) The Bidder may withdraw, substitute, or modify its Bid after it has been submitted in accordance with the online procedure of Bid.
b) No Bid will be withdrawn, substituted or modified after the last time and date fixed for receipt of Bid as prescribed in www.eproc.rajasthan.gov.in

31. OPENING OF BID:

- a. Technical Bid will be Opened at 4:00 P.M. on 09.09.2022
b. The Bidders Qualified in Technical Bid will be Empanelled
c. The Financial Bids will be invited by Request for Proposals (RFP) from Empanelled Bidders as and when required. Only Technically Empanelled Bidders will be considered. Only the Empanelled Bidders in Technical Bids are eligible to participate in further proceedings.
d. Rate Offered by the Empanelled Bidders will be taken into consideration to arrive at lowest rate of RFP offered by the Bidders' viz. L1, L2 and so on.
e. After deciding the Lowest Rate by the Bid Committee, the CONFED reserves the right to place purchase order on one or more Empanelled Bidder (s) at the lowest rate for any quantity as may be agreed to be supplied by the Bidders on the same Terms and Conditions for supply of Specified Items within the time stipulated by the CONFED.
f. If the Date fixed for Opening of Bid happens to be Govt. holiday, the Bid filled on-line will be opened on the next working day at the same time specified above.
g. CONFED reserves the right to award the Bid in full or in Part to One or Several Empanelled Bidders. The decision of the Managing Director is final and binding on the Empanelled Bidders.

32. BID SECURITY :

- a. Every Bid should be accompanied by Demand Draft/Banker Cheque/RTGS/Bank Guarantee Rs. 5,00,00,000.00 In case of Micro & Small unit in Rajasthan Bid Security is 0.5% of Bid Value Rs. 1,25,00,000.00 drawn on any Nationalized/Scheduled Bank in favor of "Rajasthan State Consumers Co-Operative Federation Limited" payable at Jaipur towards Bid Security. Bid without Security stand summarily rejected. Bidder enclosing Cheque also stand summarily rejected. In case of Unsuccessful Bidder, the Bid Security will be returned after the Empanelled Bidder executes the agreement. Bid Security deposit will not carry any interest by the CONFED. In this regard as per latest Notification will be applicable.



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- b. Bid Security of the Empanelled Bidder stand adjusted towards or can be converted into Performance Security, as and when required. Empanelled Bidders should deposit the Balance Performance Security in the form of BC/DD/RTGS/BG in favor of "Rajasthan State Consumers Co-Operative Federation Limited" payable at Jaipur from any Nationalized/Schedule Bank.
- c. Performance Security : Provision under Rules 75 of RTPP Rules, 2013 will be applicable, when RFP invited subject to award of size of work order.
- d. The Bid Security of Unsuccessful Bidder will be refunded soon after finalization of the Technical Bid (Single Stage, One Envelope Bid System). Bidder has to produce a Pre-Stamp Receipt as per **Annexure-I** with the Bid document.
- e. Autonomous Bodies, Registered Societies, Co-Operative Societies which are Owned or Controlled or Managed by the State Government or Central Government need not furnish any amount of Bid Security. However, Bid Security Exemption declaration will be submitted.
- f. The Bid Security Deposit lying with the CONFED in respect of other Bid of Bidder awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Bid Security for the fresh Bid. The Bid Security may, however, be taken into consideration in case Bid are re-invited for the same item.
- g. No Interest will be paid on Bid Security by the CONFED.

33. **Request for Proposals (RFP) after Empanelment :**

- a) During Financial Consideration of Rate : The rate should be as per order of Specified Items whether it is in the form of Packet or Individual by Door Step Delivery in all over Rajasthan inclusive of cost of all items, GST, Packing, Customs Duty, Excise Duty, Education Cess, Additional Cess, Entry Tax and any other Statutory Taxes applicable from time to time, if any, transit insurance, including the transportation loading and unloading charges.
- b) The rate quoted will be in Indian Rupees.
- c) Based on the Specified Item Packet rates received from RFP, CONFED reserves the rights to award supply of contract to one or more Empanelled Bidders and the same would be final and binding on all the Empanelled Bidders.

34. **SPECIFICATIONS:**

- a) Only good quality of Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, and Nutritional Supplements etc. strictly conforming to Testing Report will be supplied in all over Rajasthan.
- b) The Empanelled Bidder will submit Batch/Lot wise Lab testing report to CONFED in the prescribed format at the time of supply of Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, and Nutritional Supplements etc. for each Batch.
- c) The CONFED may get the quality of Batch rechecked from any NABL Pharma Approved Laboratory to ensure the quality of the supplied Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, and Nutritional Supplements etc. as per requirement of Drugs and Cosmetics Act. Any expenditure incurred for it will be borne by the concerned Empanelled Bidder.



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- d) Articles rejected during inspection or testing has to be replaced by the Bidder at his Own Cost within the time fixed by the Authority.
- e) The rejected Articles shall be lifted or removed by the Bidder within 15 days of intimation of rejection, after which CONFED shall not be responsible for any loss, shortage or damage and shall have right to disposed off such Articles as he thinks fit at the Bidder's risk and on his account.

35. **DURATION AND PLACE OF DELIVERY :**

The Empanelled Bidder shall have to compulsorily supply ordered quantity of Specified Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. as per specifications and within prescribed period for first order supply will be within 15 days and next supply would be as per receipt of order at prescribed place. (24 hours for Emergency Medicines)

1. The time specified for delivery in the terms shall be deemed to be essence of the contract and the Empanelled Bidder shall arrange supplies within the prescribed time limit.

2. If the delivery is not affected on due date, The Managing Director, Rajasthan Rajya Sahkari Upbhokta Sangh Ltd, Jaipur will have the right to impose penalty on order value as under GF&AR or RTPP Act 2012 and Rules 2013.

36. **FURNISHING INFORMATION:**

- a) The Bidder shall have to provide details of their Shop/Go-down/Office etc.
- b) The Bidder shall have furnished all information regarding supply by any means of Communication.

A. The Bid contains **Single Stage, One Envelop Bid : Technical Bid System**—The Bidder should ensure the Terms and Conditions followed before uploading Bid and other relevant documents without which offer will not be considered and invite rejection of the Bid.

- i. The uploaded Terms & Condition and other relevant Documents are clear and visible.
- ii. For the acceptance of the Terms and Conditions by the Bidder and other relevant documents are Signed and sealed.
- iii. Paging must be done on the right side on the top of the all Documents which must be clear & visible including Terms and Conditions.
- iv. The check list should be completely filled and if is not completely filled than it will be not considered and liable to be rejected.

37. **ACCEPTANCE OF STOCKS :**

- a) The Empanelled Bidder will have to furnish Batch/Lot wise NABL Pharma Approved Laboratory analysis report of each Specified Item prior to commencement of supply of Specified Items to specific places in all over Rajasthan. The CONFED may get the quality of Batch/Lot sample rechecked from any NABL Pharma Approved Laboratory before Physical commencement of Specified Items supply to specific places in all over Rajasthan.



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- b) The Empanelled Bidder will have to deliver Specified Items at specified destinations along with Batch/Lot wise quality Certificates from NABL Pharma Approved Laboratory. In the event of supply of stock not conforming to specification such stocks are liable for rejection.
- c) Random samples will be taken by CONFED so as to ensure that the quality of Specified Items supplied is as per approved specifications. The testing charges of randomly drawn will be borne by the concerned Empanelled Bidder.
- d) CONFED will not take any responsibility or otherwise regarding the stocks once the stocks are rejected.
- e) Specified Items supply will be frequently subjected to quality check and the CONFED at its discretion will send samples of any consignment to the NABL Pharma Approved Laboratory for analysis. In such cases, the result of Laboratory will be final.
- f) The Empanelled Bidder will have to ensure the accuracy in terms of all measurement and expiry Date of Items.
- g) The Empanelled Bidder will exhaust his stock in the last month of the contract period. He will not claim extension for sale of his remaining stock.

38. **QUALITY ASSURANCE :**

The Empanelled Bidder will have to ensure that the quality of supply Specified items is strictly conforms to the specification prescribed under Drugs and Cosmetics Act and other relevant law in force. In the event of any of the samples taken found to be substandard, harmful, expired etc. as the case may be, the Empanelled Bidder will be wholly responsible for that. The Empanelled Bidder will have to face the prosecution proceedings, if any and have to defend the cases themselves in the concerned Courts. Further, the Empanelled Bidder will have to immediately replace the entire stock of Substandard/Expired of Specified Items at their cost. If any quantity of Substandard/Expired of Specified Items cannot be Replaced/Taken back from the specified destinations due to its consumption, then a penalty for first time it will be 5% of such supply and for second time it will be 10% of such supply there after CONFED will take appropriate decision to continue or discontinue.

39. **PACKAGING AND LABELING CONDITIONS :**

The Empanelled Bidder will have to comply with all the provisions and direction given of Packaging & Commodities Act/The Drugs and Cosmetics Act/Food Safety & Standards (Packaging & Labeling) Regulations, 2011(if applicable)/FDA Norms and amendments time to time will have to invariably mention all the relevant details viz. Name of the Manufacture, Date of Manufacturing, Name of the Marketing Company, if any, Batch/Lot No., MRP, Best Before Use, Expiry Date, Composition Values, Drug Schedule Marking, Logo etc. over the Specified items.

In addition to above CONFED shall direct to Empanelled Bidder about the Stamping & Labeling on supplied items which shall be binding on Empanelled Bidder at the time of RFP.

[Handwritten signatures and initials in blue ink, including 'Gaj', '24', '213', 'skajiml', and '10' with a checkmark.]



40. **GUARANTEE CLAUSE :**

The Empanelled Bidder will give guarantee that the approved specified item supplied would continue to conform to the description and quality as specified as per technical specifications from the date of delivery of the said the approved specified item to be supplied and that notwithstanding the fact that the CONFED may have inspected and/or approved the said the approved specified items per technical specifications, the said goods be discovered not to conform to the description and quality as the approved specified item/ or have determined and the decision of the CONFED in that behalf will be final and conclusive.

41. **PACKING & INSURANCE :**

The approved Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. of superior quality will be delivered at the destination in perfect condition and as per FDA Norms. The Empanelled Bidder, if so desires, may insure valuable Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. against loss by Theft, Destruction or Damages by Fire, Floods, under exposure to weather or otherwise in any situation. The insurance charges will have to be borne by the Empanelled Bidder and the CONFED will not be required to pay any such charges, if incurred.

42. **SHELF-LIFE :**

Bidder shall supply the Medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, and Nutritional Supplements etc. which should not be older than one fourth period of the shelf life. For example, if any Medicine has a shelf life of 24 months, it should not be supplied after the 6 months of its manufacturing date. In case, the medicines, Vaccines, Surgical Items, Consumables, Medical Equipments, Nutritional Supplements etc. supplied is after the one fourth period from its Manufacturing Date and the Specified Item are not consumed before its expiry, expired quantity with fresh stock of longer shelf-life will be replaced with MRP to MRP replacement by the supplier, otherwise the expired specified item will be returned to the supplier and the value equal to the cost of expired quantity will be recovered. The MRP to MRP replacement should be for the same Medicines as indent was made earlier or the fresh indent is made for replacement.

43. **PROCURING ENTITY'S RIGHT TO VARY QUANTITIES :**

1. At the time of award of contract, the quantity of Goods, Works or Services originally specified in the Bidding Document may be increased or decreased as per requirement. It shall be without any change in the unit prices or other items and conditions of the Bid and the conditions of contract.
2. If the Procuring Entity does not procure any subject matter of procurement or procure less than the quantity specified in the Bidding Documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
3. In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. If the Supplier fails



to do so, the Procuring Entity shall be free to arrange for the Balance Supply by Limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

44. **DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD (IN CASE OF PROCUREMENT OF GOODS):**

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 Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

45. **FORFEITURE OF BID SECURITY:**

The Bid Security will be forfeited in the following cases :

- a) When Bidder withdraws or Modifies the offer after Opening of the Bid.
- b) When Successful Bidder does not execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- c) When Successful Bidder violates any Terms & Conditions of the Bid document.
- d) If the Successful Bidder, breaches the Code of Integrity then action will be taken as per Clause 11 of the Act & Rule 82.

46. **SECURITY DEPOSIT (PERFORMANCE SECURITY):**

- a) Successful Empanelled Bidder should submit Performance Security at the time of RFP subject to award of size of work order as and when required under Provision of Rules 75 of RTPP Rules, 2013 and amendment made time to time by Finance (G&T) Department of State Government of Rajasthan:
 - (i) Demand Draft/RTGS favor of "**Rajasthan State Consumers Cooperative Federation Ltd.**" payable at Jaipur from any Nationalized/Schedule Bank.
or
 - (ii) Bank Guarantee/s of a Scheduled Bank. It will be got verified from the issuing Bank. Other conditions regarding Bank Guarantee will be same as mentioned in the rule 42 for Bid Security.
or
 - (iii) Fixed deposit receipt (FDR) of a Scheduled Bank. It will be in the name of "**Rajasthan State Consumers Cooperative Federation Ltd.**" on account of "the approved supplier", and discharged by the "The Approved Supplier", in advance. CONFED will ensure before accepting the Fixed Deposit Receipt that "the approved supplier", furnishes an undertaking form the Bank to make payment/ premature payment of the fixed deposit receipt on demand to the CONFED without requirement of consent of "the approved supplier", concerned. In the event of forfeiture of the



performance security, the fixed deposit will be forfeited along with interest earned on such fixed deposit.

As security for the due performance of the aforesaid agreement which has been formally transferred to the CONFED.

Performance Security furnished in the form specified in clause (ii) & (iii) of sub-rule (3) will remain valid for a period of 120 days (one hundred twenty days) beyond the date of completion of all contractual obligations of "The Bidder", including warranty obligations and maintenance and defect liability period and should be extendable on request of CONFED.

- b) Bid Security of the Empanelled Bidder deposited earlier stand adjusted towards or can be converted into Performance Security, as and when required.
- c) No Interest will be paid on the Performance Security by the CONFED.

47. **LIQUIDATED DAMAGES :**

- (i) The time specified for delivery in the Bid form will be deemed to be the essence of the contract and the Empanelled Bidder will arrange supplies within a period of 15 (Fifteen) days and next supply would be as per receipt of order.
- (ii) In case of extension in the delivery period with liquidated damages the recovery will be made on the basis of following percentages of value of stores which the Empanelled Bidder has failed to supply:
 - (a) Delay up to One-Fourth period of the prescribed delivery period-2.5%
 - (b) Delay exceeding One Fourth but not exceeding Half of the prescribed delivery period-5%
 - (c) Delay exceeding Half but not exceeding Three-Fourth of the prescribed delivery period-7.5%
 - (d) Delay exceeding Three-Fourth of the prescribed period-10%.

Fraction of a day in reckoning the period of delay in supplies will be eliminated if it is less than Half a Day.

- (iii) The Maximum Amount of agreed liquidated damages will be 10%.
- (iv) If the Empanelled Bidder requires an extension in time for completion of contractual supply, on account of occurrence of any hindrance he will apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- (v) The Managing Director, CONFED 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 beyond control, such reasons will be recorded while seeking extension.
- (vi) In the event of failure to supply the ordered quantity, by the Empanelled Bidder within the stipulated time the Managing Director, CONFED reserves the right to cancel the orders for the unsupplied quantity and place orders with the remaining Suppliers for the supply of the said quantity or purchase the unsupplied quantity through Bid System at the risk and cost of such Supplier and such Supplier is liable and responsible to make good the financial loss sustained by the CONFED. If the rate is cheaper the benefit will not accrue to the Supplier.



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- (vii) CONFED reserves the right to charge penalty as decided by the Managing Director of CONFED or withhold payment for any unsatisfactory stocks supplied by the Supplier without prejudices to other rights and the decision of the Managing Director, CONFED is final and cannot be called into question. The Supplier is liable to Reimburse/Compensate the CONFED or to third party for any loss, damage, injury, etc caused or arising out of the negligence in supply of low or inferior quality of stocks or any breach of contract.
- (viii) Notwithstanding anything contained in the Terms and Conditions of this Empanelment of Bid the Managing Director, CONFED is the Ultimate Authority in deciding the recovery of penalty from the Supplier taking into account the stock position.
- (ix) The Empanelled Bidder will not be entitled to any gain on such purchases made against default. The recovery of such loss or damage will be made from any sums accruing to the Empanelled Bidder under this or any other contract with the Government. If recovery is not possible from the bill and the Empanelled Bidder fails to pay the loss or damage, within one month of the demand, the recovery of such amount or sum due from the Empanelled Bidder will be made under the Rajasthan Public Demand Recovery Act 1952 or any other law for the time being in force. In case Supplier fails to deliver ordered goods, the risk purchases may be made at a higher rate from any other firm. It is mandatory for the Empanelled Bidder to acknowledge receipt of orders within seven days from the date of dispatch of order, failing which the Purchasing Officers will be at liberty to initiate action to purchase the items on risk purchase system at the expiry of the prescribed supply period in the requirement of supply in the larger interest of the CONFED.

48. **CORRECTION OF ARITHMETIC ERRORS :**
Provided that a Financial Bid (RFP) is substantially responsive, the Procuring Entity will correct arithmetical errors during Evaluation of Financial Bids (RFP) on the following basis:

1. 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 will prevail and the total price will 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;
2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals will prevail and the total shall be corrected; and
3. If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (1) and (2) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid Security will be forfeited or its Bid Securing Declaration shall be executed.

49. **TERMINATION OF CONTRACT ON BREACH OF CONDITION :**

- a) In case the Empanelled Bidder fails or neglects or refuses to faithfully perform any of the covenants on his part herein contained, it will be lawful for the CONFED to forfeit



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the amount deposited by the Empanelled Bidder as security deposit and cancel the contract with one month's notice.

- b) The CONFED reserves the right to terminate without assigning any reasons there for the Contract/Agreement, either wholly or partly, by giving one month's notice to the Empanelled Bidder. The Empanelled Bidder will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement by the CONFED.

50. **FALL CLAUSE :**

The prices under a Request for Proposals (RFP) will be subject to price fall clause. The price charged for the Specified Items supply under the RFP by the Empanelled Bidder will in no event exceed the lowest price at which the Empanelled Bidder sells the Specified Items of identical description to any other person in the state during the period of contract.

- a. If at any time, during the said period the Empanelled Bidder reduces the sale price of such Specified items or sells such Specified Items to any other person at a price lower than the price chargeable under the RFP he will forthwith notify such reduction of sales to the Managing Director, Rajasthan Rajya Sahakari Upbhokta Sangh Limited, Jaipur and the price payable under the RFP for the Specified Items supplied after the date of coming into force of such reduction of sale will stand correspondingly reduced. The Empanelled Bidder will furnish Certificate in the manner required by the Managing Director to the effect that the provision of this clause has been duly complied with respect to supplies made or billed for up to the date of certification.
- b. If at any time during the period of contract, the price of RFP items is reduced or brought down by any law or Act of the Central or State Government or by the Empanelled Bidder himself, the Empanelled Bidder will be bound to inform Ordering Authority immediately about it. Ordering Authority empowered to unilaterally effect such reduction as is necessary in rates in case the Empanelled Bidder fails to notify or fails to agree for such reduction of rates.

51. **EXTENSION CLAUSE :**

The Period of Empanelment shall be valid for One Year which may further be extended for another One Year on mutual consent of both the parties on same terms & conditions. As per provision given in Rule 31 of RTPP Rules, 2013.

52. **DEBARRING AND RECOVERY OF LOSSES :**

In the event of failure by the Empanelled Bidder at any stage of Bid and RFP process the Bid Security or Performance Security or Bills of supply will be forfeited apart from cancellation of award of contract and the firm/bidder may be debarred for the said product for a particular period. As Per RTPP Act, 2012 and its Rules, 2013.

53. **RECOVERIES CLAUSE :**

- (i) Recoveries of liquidated damages, short supplies, rejected/substandard goods will ordinarily be made from the bills; such amount may also be recovered from any other



- untied Dues & Security Deposits available with Department. In case recovery is not possible, recourse will be taken under Rajasthan PDR Act or any other law in force.
- (ii) Any recovery on account of L.D. Charges/Risk & Cost Charges in respect of previous rate contracts/supply orders placed on them by the CONFED can also be recovered from any sum accrued against this Bid after accounting for untied sum or due payment sum lying with CONFED against previous rate contract/supply orders. Firm will submit details of pending amount lying with CONFED but decision of Managing Director, CONFED, Jaipur regarding authenticity of sum payable will be final.

54. **GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS :**

1. The Designation and Address of the First Appellate Authority is Registrar, Co-Operative Societies, Govt. of Rajasthan, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur.
2. The Designation and Address of the Second Appellate Authority is Principal Secretary, Co-Operative Department, Govt. of Rajasthan, Secretariat, Jaipur.

A. Filing an appeal :

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 Appellate Authority, as specified in the bidding document within a **period of ten days** from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings:

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose technical Bid is found to be acceptable.

- d) The Officer to whom an appeal is filed under Para (i) will deal with the appeal as expeditiously as possible and will Endeavour to dispose it off within thirty days from the date of the appeal.
- e) If the officer designated under Para (i) fails to dispose of the appeal filed within the period specified in Para (A.i), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (A.i) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

a. Appeal not to lie in certain cases :

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:

- i. Determination of need of procurement;
- ii. Provision limiting participation of bidders in the Bid process;
- iii. The decision of whether or not to enter into negotiations;
- iv. Cancellation of a procurement process;



v. Applicability of the provisions of confidentiality.

B. Form of Appeal :

- (a) An appeal under Para 63(A) above will be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal will be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) 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.

C. Fee for filling appeal :

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will be non-refundable.
- (b) The fee will be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned (CONFED).

D. Procedure for disposal of appeal :

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) 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.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

55. **COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST :**

Any person participating in a 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 Bid process or to otherwise influence the procurement process,
- b) Not misrepresent or omit 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 any-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 part or to its property to influence the procurement process,
- f) Not obstruct any investigation or audit of a procurement process,
- g) Disclose conflict of interest, if any, and



- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity

56. **CONFLICT OF INTEREST :**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A conflict of interest is considered to be a situation in which a party has interest that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in Conflict of Interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling Partners/Shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the Bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
- e. The Bidder participates in more than one Bid in a bidding process. Participation by Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired by the Procuring Entity as Engineer-In-Charge/Consultant for the contract.

57. **SAVING CLAUSE :**

No suit, prosecution or any legal proceedings will lie against Bid inviting authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

58. **FORCE MAJEURE :**

The Supplier shall not be liable for, forfeiture of its Performance Security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event or Force Majeure.

For purpose of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall not seek all reasonable alternative means for performance not prevented by the Force Majeure Event.



59. **AGREEMENT :**

All Empanelled Bidders should execute agreement immediately as prescribed within seven (7) days as per the Terms & Conditions on Rs.500/- non judicial stamp paper. In the event of failure to execute the agreement, the Bid Security as the case may be stand forfeited apart from cancellation of supply contact to contract besides debarring of the Bidder and CONFED is entitled to collect liquidated damages if any from the Bidder for his failure to comply with the Terms and Conditions of the Bid.

60. **INDEMNIFICATION :**

The Bidder shall indemnify the CONFED against all claims which may arise in supply of inferior, unsatisfactory and low quality of Specified items not conforming to prescribed specifications. For first time it will be 5% of such supply and for second time it will be 10% of such supply there after CONFED will take appropriate decision to continue or discontinue.

In case of short supply, partial supply and non-supply of prescribed commodities CONFED will free to charge margin 10% on procuring cost of commodities to CONFED.

The Bidder shall agree to indemnify CONFED against, and to reimburse CONFED for, and to our option, to defend CONFED against, all damages for which it is held liable to in any proceeding arising out of use of Specified Items, pursuant to and in compliance with this Bid/Agreement, and for all costs CONFED reasonably incur in the defense of any such claim brought against CONFED or in any such proceeding in which CONFED is named as a party, including reasonable attorney's fees, provided that CONFED has timely notified us of such claim or proceeding. The Empanelled Supplier will indemnify the CONFED against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

61. **ARBITRATION :**

In case of any dispute arising between the Empanelled Bidder and the Procuring Entity, the Administrator/Chairman, RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH LIMITED, 237, NEHRU SAHKAR BHAWAN, BHAWANI SINGH ROAD, JAIPUR will act as the arbitrator, and the decision of the arbitrator will be final and binding on all the parties concerned.

62. **JURISDICTION :**

Empanelled Bidder eventually has to take Nominal Membership of CONFED, according to the Cooperative Act 2001 & its rules. First all matters will be resolved as per the Co-Operative Act then such dispute would be subject to the Jurisdiction of the Honorable High Court (Jaipur Bench).

63. **Price Preference and Purchase Preference :**

1. Price preference is not applicable as GST has been made effective from 01-07-2017 in place of VAT.

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RAJASTHAN RAJYA SAHAKARI UPBHOCTA SANGH LTD.
Head Office: 237, 2nd Floor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302001
Phone: Gen. 0141-2740098, 2740235, E-Mail: confedmd@gmail.com,

2. Purchase preference shall be given to MSME's Unit of Rajasthan as per notification of Finance (GF & AR Division) Department, Government of Rajasthan S.O. 165 Notification No. F.1(8)/FD/GF & AR/2011 Dated 19-11-2015.

64. **PAYMENT PROVISIONS:**

- a) The payment of cost at the rate accepted by RFP shall be made to the Supplier for a net quantity of all required specified items supplied and received as follows:
- I. Payment shall be released after fulfillment of all Terms & Condition of agreement and RFP, after completion of Work Order with satisfactory report and Goods Receipt from recipient end and also receipt of payment from agency.
- II. Bill amount on submission of the bills in duplicate, along with acknowledgements obtained from the concerning destination and counter signed by concerning officer of the unloading point along with stamp receipt, duly verified by the responsible officer of the concerned destination and receipt of test report of samples. Soft copy of above Goods Receipt has to be submitted as per concerning Department Budget Head and Category wise in duplicate. Goods Receipt should be very clean, not over write and prepare by computer.
65. CONFED has invited Bid for Empanelment, If the Bidder wants to participate in Bid of Empanelment then required qualification regarding Turnover and Working Experience is essential as per bid document.
66. All above Terms and Conditions of this Bid Document shall be part of Request for Proposals (RFP) and Empanelled Bidders shall bind it.
67. All disputes regarding Bid Terms & Conditions shall be resolved within the frame of RTTP Act, 2012 and its Rules, 2013.
68. Empanelled Bidder shall bind each and every letter issued by the Procuring Entity regarding Bid in addition to above Terms and Condition mention from Sr. No. 1 to 68.
69. I/We had read and understand all the Terms and Condition of the Bid and agree to it.

[Handwritten signatures and initials in blue ink, including a large signature on the left and several smaller ones on the right and bottom.]

**Signature of Bidder
with Seal**

[Handwritten signature in blue ink.]



TECHNICAL UNDERTAKING

I/We have clearly understood all the Terms and Conditions of the Bid and Agreement etc. and agree to undertake the Bid.

I/We will assure that I/We will strictly obey by the terms and conditions of the Bid etc., and the instructions issued by the Managing Director, Rajasthan Rajya Sahakari Upphokta Sangh Limited from time to time.

I am/we are enclosing the following documents as per the terms and conditions of the Bid:

1. DD/BC/BG bearing No. _____ Dt. _____ for Rs. _____/- {.....} Drawn on----- Bank towards Bid security.
2. Affidavit attested by a notary to that effect that the Bidder has no past or present criminal record with the Police/Vigilance of CS Department/ Vigilance and Enforcement Department Govt. of Rajasthan or Govt. of any other State/Govt. of India.
3. Affidavit stating that the Bidder or any of the Partners or Representatives were never Blacklisted by the CONFED/Central Government/any State Government/any Union Territory/State Agency at time or involved In diversion of stocks or involved in case under EC Act or Convicted by Court of Law in a criminal case.
4. Copy of the Partnership Deed/Memorandum of Association along with permanent and present addresses of the Partners in case of Firm/Directors in the case of Company.
5. Copy of the Registration Certificate, if it is Firm/Limited Company.
6. Copy of Registration Certificate under GST Act renewed up to date.
7. Duly attested copy of latest GSTR-1 and GSTR-3B of the last Six Months.
8. Copy of Drug License/BIS/FSSAI or any other Certificates, if applicable.

I/We hereby affirm that the CONFED is at liberty to take action against Me/Us as per the Terms and Conditions of Bid Document, if the above said statement proves to be wrong at any point of time.

SIGNATURE OF THE Bidder

WITH SEAL

NAME:

ADDRESS:

Date :

Place :

Handwritten notes and signatures in blue ink:
A checkmark and arrow pointing to the left.
A circled '2011' with 'Copy of' written above it.
A signature 'Amit' with 'pl. 114' written to its right.
A signature 'skj' with '27' written below it.
A signature 'skj' with '27' written below it.



COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST:

- a. Any person participating in a Procurement process shall-
Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in Bid process or to otherwise influence the procurement process,
- b. Not misrepresent or omit 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 any-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 part or to its property to influence the procurement process,
- f. Not obstruct any investigation or audit of a procurement process,
- g. Disclose conflict of interest, if any, and
- h. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity

CONFLICT OF INTEREST:

The Bidder participating in a bidding process must not have a Conflict of Interest.

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

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

Date :

Place :

Signature of Bidder
With Seal

Name:
Designation:
Address:



Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

(On Rs.100/- non judicial stamp paper duly attested by Notary public)

In relation to my/our Bid submitted to Managing Director, Rajasthan Rajya Sahakari Udbhokta Sangh Ltd., Jaipur for procurement of specified items in response to their Notice Inviting Bid No. Dated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/We possess the necessary Professional, Technical, Financial and Managerial resources and competence required by the Bid Document issued by the Procuring Entity;
2. I/We have fulfilled My/Our obligation to pay such of the taxes payable to the Union and the State Government or any Local Authority as specified in the Bid Document;
3. I/We are not insolvent, in receivership, bankrupt or being wound up, not have My/Our affairs administered by a court or a judicial officer, not have My/Our business' activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/We do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bid document, which materially affects fair competition.

Date :
Place :

Signature of Bidder with Seal
Name:
Designation:
Address:

→

Handwritten signatures and initials in blue ink, including a large signature and several smaller ones, some with dates like '27/7/13' and '27/7/13'.



GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The Designation and Address of the First Appellate Authority is Registrar, Co-Operative Societies, Govt. of Rajasthan, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur.

The Designation and Address of the Second Appellate Authority is Principal Secretary, Co-Operative Department, Govt. of Rajasthan, Secretariat, Jaipur.

Filing an appeal:-

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 Appellate Authority, as specified in the bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or ground on which he feels aggrieved:

Provided that after the declaration of a bidder as successful the appeal may be filed only by a bidder who has participated in procurement proceedings:
Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose technical Bid is found to be acceptable.

1. The Officer to whom an appeal is filed under Para (i) will deal with the appeal as expeditiously as possible and will Endeavour to dispose it off within thirty days from the date of the appeal.
2. If the officer designated under Para (i) fails to dispose of the appeal filed within the period specified in Para (ii), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

Appeal not to lie in certain cases:-

No appeal will lie against any decision of the procuring entity relating to the following matters, namely:

- (a) Determination of need of procurement;
- (b) Provision limiting participation of bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

Form of Appeal:-

- (a) An appeal under Para (i) or (iii) above will be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal will be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) 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.

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Head Office: 237, 2nd Floor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302001
Phone: Gen. 0141-2740098, 2740235, E-Mail: confedmd@gmail.com,

Fee for filling appeal:-

- (a) Fee for first appeal will be rupees two thousand five hundred and for second appeal will be rupees ten thousand, which will be non-refundable.
- (b) The fee will be paid in the **Cooperative Revenue Head 0425-00-800-02-00 Misc. Income** of Appellate Authority.

Procedure for disposal of appeal:-

- (a) The First Appellate Authority or Second Appellate Authority, as the case maybe, upon filing of appeal, will issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) 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.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned will pass an order in writing and provide the copy of order to the parties free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Date :

Place :

**Signature of Bidder
with Seal**

Name:

Designation:

Address:

(Handwritten signatures and initials in blue ink)



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)
 - (i)
 - (ii)
 - (iii)
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 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

[Handwritten signatures and initials in blue ink]



Additional Conditions of Contract

CORRECTION OF ARITHMETIC ERRORS:

- Provided that a Financial Bid (RFP) is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids (RFP) on the following basis:
1. 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 will prevail and the total price will 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;
 2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals will prevail and the total shall be corrected; and
 3. If there is a discrepancy between words and figures, the amount in words will prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures will prevail subject to clause (1) and (2) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid will be disqualified and its Bid Security will be forfeited or its Bid Securing Declaration shall be executed.

PROCURING ENTITY'S RIGHT TO VARY QUANTITY:

1. At the time of award of contract, the quantity of Goods works or services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in Bidding Document. It shall be without any change in the unit prices or other items and conditions of the Bid and the conditions of contract.
2. If the Procuring Entity does not procure any subject matter of procurement or process less than the quantity specified in the Bidding Documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
3. In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of Goods of the Original Contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

DIVIDING QUANTITIES AMONG MORE THAN ONE BIDDER AT THE TIME OF AWARD (IN CASE OF PROCUREMENT OF GOODS):

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 Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

Date :

Place :

Signature of Bidder

With Seal

Name:

Designation:

Address:



RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH LTD.
Head Office: 237, 2nd Floor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302001
Phone: Gen. 0141-2740098, 2740235, E-Mail: confedmd@gmail.com,

Annexure-'E'

ANNUAL TURNOVER STATEMENT

The Average Annual Turnover of M/s. _____ address
_____ for the past three financial years are
given below and certified that the statement is true and correct.

S.No.	Financial Year	Turnover (in Cr.)
1	2019-20	
2	2020-21	
3	2021-22	
	TOTAL	

Three Year Annual Average turnover per annum - Rs. _____ Cr.

Date :
Place :

Signature of Auditor/Seal
Chartered Accountant
(Name & Address)
Membership No. :
UDIN :
Tel. No. :
Mob. No.:

4-

Handwritten notes and signatures in blue ink, including the word 'सत्यमेव जयते' and other illegible scribbles.



STATEMENT OF PAST SUPPLIES AND PERFORMANCE

(Duly attested by Notary Public)

We..... (Name of Firm/Co./Others) do hereby undertake that we have supplied following contract through Door Step Delivery at Schools/Anganbadi Centers/Jails/Sub-Jails/Hospitals/CHC/PHC Level of Rajasthan State to Government Departments/Government Institutions/PSU/Registered Co-Operative Institutions which are Owned or Controlled or Managed by the State and Central Government as per details given below :

Financial Year	Order placed by [full address of Purchaser with Telephone & Fax No.]	Order No. and Date & Value of Order	Description and Quantity of Specified Commodities/Items	Period of Completion of Delivery		Remarks indicating reasons for late Delivery, if any
				As per Contract	Actual	
1	2	3	4	5	6	7
2020-21						
2021-22						

Note:

1. It should be notarized and submitted with Technical Bid.
2. In support of past supply experience all relevant Documents should be attach with Bid.
3. The above information shall be verified from relevant Documents of Bidder.

Date :

Place :

Signature of Bidder
with Seal
Name & Address

Handwritten notes and signatures: 27/12, 23/12, 31/1, and various signatures including 'Ajay' and 'stej'.



ANNEXURE-'G'

Affidavit Regarding Acceptance of Terms & Condition of Bid

(On Rs.500/- non judicial stamp paper duly attested by Notary Public)

Bidder Name:.....

I/We confirm that I/We are authorized to submit Bid on behalf of the firm participating in the Bid and have perused the entire Bid of Bidder, Bid document including all its amendments till date.

Having perused the subject Bid with all amendments (wherever applicable), I/We hereby confirm acceptance and compliance to Bid by all its terms & conditions as mentioned in Bid Document, including technical particulars, detailed technical specifications of the product, special terms & conditions and general terms & conditions wherever indicated, offer validity, terms of delivery without any deviations whatsoever:

I/We also confirm acceptance of the all-general terms & conditions of Bid document.

I/We certify that the prices quoted against the Bid are competitive and without adopting any unfair / unethical means in including cartelization.

I/We certified that Bid of Bidder firm has not been banned by any Government Department of the State/ PSU from business dealings.

I/We also certified that the information given above is factually correct, true and nothing material has been concealed.

Date :

Place :

**Signature of Bidder
With Seal
Name & Address**

(Handwritten signatures and initials in blue ink, including a circled '237' and various scribbles)



RAJASTHAN RAJYA SAHAKARI UPBHOKTA SANGH LTD.
Head Office: 237, 2ndFloor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302001
Phone: Gen. 0141-2740098, 2740235, E-Mail: confedmd@gmail.com,

ANNEXURE-'H' (a)

Statement of Infrastructure

- (i) List of Necessary Infrastructure Shop, Go-down etc. with capacity. Please enclose Rent Agreement/Allotment Letter.
- (ii) Area of unit with Working Space & Authority Letter of Allotment.
- (iii) Registration Certificate for Manufacturing Unit/Trading/Processing Unit.
- (iv) Bidder has to execute Affidavit Annexure-'H'-(b)
- (v) Any Other Information which is useful for this Bid.

Date :

**Signature of Bidder
with Seal
Name & Address**

Place :



Handwritten notes and signatures in blue ink. Includes a signature, a circular stamp, and the word 'अनु' (Anu) written twice. There are also some numbers and other illegible markings.



Affidavit

(On Rs. 50/- Non-Judicial Stamp Paper duly attested by Notary Public)

I/We S/o/D/o..... (Name and Address of Firm/Company) declare that :

1. I/We Owner/Proprietor/Partner/Director M/s..... (Name of Firm/Company) declare that I / We have requisite resources and space for the purpose of supply and if more resources and space required I/We shall arrange the same within the time of supply.
2. Further, I/We declare that I/We are always bound to supply within the given lime limit.

Signature with Seal



Declaration

I/We.....S/o/D/o.....(Name and Address of Firm/Company) certified that above declaration is true and correct in best of my knowledge.

Place :
Date :

Signature with Seal

(Handwritten signatures and stamps)

Handwritten signatures and stamps in blue ink, including a circular stamp with the number 2776 and various illegible signatures.



PRE-STAMP RECEIPT

We received an amount of Rs..... from The Managing Director, Rajasthan
 Rajya Sahakari Upbhokta Sangh Ltd, Jaipur, through DD/BC No.dated..... or
 RTGS etc. as details for payment is given below:

1. Name of Supplier.....
2. Name & Address of Firm.....
3. Name of Bank & Branch.....
4. Bank a/c type: Saving/Current/Over Draft/.....
5. Bank a/c Number.....
6. Bank Branch MICR Code.....
7. RTGS/IFS Code.....
8. NEFT/IFS Code.....
9. PAN No.
10. Bank contact Person's Name & Mobile No. :

This amount is received against refund of Bid Security of Bid No.
 and sanction No. Dated

Dated



**Signature of Authorized Signatory/ Bidder
 with Seal
 Name & Address**

Place:

Date:

(Handwritten signatures and notes in blue ink)
 Place: *Jaipur*
 Date: *3/1/19*
 Signature: *[Signature]*
 Name & Address: *[Handwritten]*



AGREEMENT

(On Rs. Five Hundred Non-Judicial Stamp Paper or as per the value of order and corresponding Stamp Duty Act)

1. An agreement made related to Bid No. _____ Date _____ regarding Rate Contract with Suppliers for this _____ day of _____ between _____ (hereinafter called "The Successful Supplier/Successful Bidder", which expression will, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and Rajasthan Rajya Sahakari Uphokta Sangh Ltd., Room No. 237, 2nd Floor, Nehru Sahakar Bhawan, Bhawani Singh Road, Jaipur-302001 (herein after called "CONFED" which expression will, where the context so admits, be deemed to include his successors in office and assigns)/..... of the other part.
2. Whereas "The Successful Supplier/Successful Bidder", has agreed with CONFED to supply Specified items as per Bid condition in all over Rajasthan as per Terms and Conditions of the Bid Document and contract.
3. (i) And whereas "The Successful Supplier/Successful Bidder", has deposited a sum of Rs. _____ in _____/ Bank Draft/RTGS/ Banker Cheque No. _____ dated _____.
or
(ii) Bank guarantee/s of a scheduled bank. It will be got verified from the issuing bank. Other conditions regarding bank guarantee will be same as mentioned in the rule 42 for Bid Security.
or
(iii) Fixed deposit receipt (FDR) of a scheduled bank. It will be in the name of CONFED on account of "the Successful supplier", and discharged by the "The Successful Supplier/Successful Bidder", in advance. CONFED will ensure before accepting the Fixed Deposit Receipt that "the Successful supplier", furnishes an undertaking from the bank to make payment/premature payment of the fixed deposit receipt on demand to the CONFED without requirement of consent of "The Successful Supplier/Bidder", concerned. In the event of forfeiture of the Bid Security, the fixed deposit will be forfeited along with interest earned on such fixed deposit.

As Security for the due performance of the aforesaid agreement which has been formally transferred to the CONFED .

4. The Bid Document (including Terms & Conditions of the Bid), Letter of Acceptance, Work Order, Direction Issued if any; to the Bid notice No. _____ dated _____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement. Letters Nos. _____ received from the Successful supplier and letters nos. _____ issued by the CONFED and appended to this agreement will also form part of this agreement.

5. **PAYMENT TERMS:**

A) The payment of cost at the rate accepted will be made to the Successful supplier/Bidder for a net quantity of all required commodities supplied and received as follows:

1. Payment will be released after fulfill of all terms & condition of agreement and Bid, after completion of work order with satisfactory report and goods receipt from recipient end.
2. Bill amount on submission of the bills in duplicate, along with acknowledgements obtained from the concerning destination and counter signed by concerning officer of the unloading point along with stamp receipt, duly verified by the responsible officer of the concerned destination and receipt of test report of samples if drawn on random basis. Soft copy of above goods receipt has to be submitted as per concerning department budget head and category wise in duplicate. Goods Receipt should be very clean, not over write and prepare by computer.

Handwritten signatures and initials in blue ink, including a large signature on the left and several initials on the right.



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- B) Above A) (1) and (2) payment will be made by Medical Section of CONFED .
C) No advance payment towards costs of supplied commodities will be made to the Successful supplier/Successful Bidder.
D) If at any time during the period of contract in RFP items is reduced or brought down by any law or Act of the Central or State Government or by the Successful supplier/Successful Bidder himself, the Successful supplier/Successful Bidder shall be bound to inform ordering authority immediately about it. Ordering authority empowered to unilaterally effect such reduction as is necessary in rates in case the Successful supplier fails to notify or fails to agree for such reduction of rates.

6. LIQUIDITY DAMAGE:

The supply of Specified items will be effected and completed within the period noted as per enclosed list from the date of supply order

- a. In case of any delay in the delivery period, the recovery of liquidated damages will be made from the Successful supplier/Successful Bidder of the value of Specified items which the "the Successful supplier/Successful Bidder", has failed to supply on the basis of following percentages:-

No.	Condition	L.D.%
a	Delay up to one fourth period of the prescribed period of delivery and completion of subject matter of procurement	2.5%
b	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery and completion of subject matter of procurement	5.0 %
c	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement.	7.5 %
d	Delay exceeding three fourth of the prescribed period of delivery and completion of subject matter of procurement	10%

Note:

- i. Fraction of a day in reckoning period of delay in supplies will be eliminated if it is less than half a day.
ii. The maximum amount of agreed liquidated damages will be 10%.
iii. If the "the Successful supplier", requires an extension of time in completion of contractual supply on account of occurrence of any hindrances as specified in force Majeure clause he will apply in writing to the CONFED which had placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- b. Delivery period may be extended with or without liquidated damages if the delay in the supply of Specified items is on account of hindrances force Majeure beyond the control of "the Successful supplier"

7. INDEMNIFICATION:

The Successful supplier shall indemnify the CONFED against all claims which may arise in supply of inferior, unsatisfactory and low quality of Specified branded items not conforming to prescribed specifications. For first time it will be 5% of such supply and for second time it will be 10% of such supply there after CONFED will take appropriate decision to continue or discontinue. In case of short supply, partial supply and non-supply of prescribed branded commodities CONFED will free to charge margin 15% on procuring cost of commodities to CONFED . The Successful supplier/Successful Bidder shall agree to indemnify CONFED against, and to reimburse CONFED for, and to our option, to defend CONFED against, all damages for which it is held liable to in any proceeding arising out of use of Specified items, pursuant to and in compliance with this Bid/Agreement, and for all costs CONFED reasonably incur in the defense of any such claim brought against CONFED or in any such proceeding in which CONFED is named as a party, including reasonable attorney's fees, provided that CONFED has timely notified us of such claim or proceeding.



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The Successful Supplier/Successful Bidder will indemnify the CONFED against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

8. JURISDICTION:

The Empanelled Bidder has to take nominal membership of CONFED and according to the Co-Operative Act 2001 & its rules. First all matters will be resolved as per the Co-Operative Act then such dispute would be subject to the jurisdiction of the Honorable High Court (Jaipur Bench only).

9. SUPPLY CONDITION BY THE DEPARTMENT:

The Terms and Condition with any supply order issued by Govt. Department/Govt Institutions would be the part of this agreement and the Empanelled Bidder has to comply with by words to words.

10. This Agreement will valid up to

11. The period of agreement is one year and can be extended to one more year on the agreement consent of both the parties.

I/We had read and understand all the terms and condition of e-Bid No. dated and agree to abide it.

Now these presents witness

In witness where of the parties here to have set their hands on the..... day of..... 2022.

For and on behalf of CONFED
Managing Director

For and on behalf of Successful
Supplier/Successful Bidder

Date

Date

Witness : 1

Witness : 1

[Handwritten signature]

Witness :2

Witness :2

[Large handwritten signature and scribbles]



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Annexure-'K'

BIDDER'S AUTHORIZATION CERTIFICATE
(To be filled by Bidder)

To,
 The Managing Director
 Rajasthan Rajya Sahkari Udbhokta Sangh Limited
 Jaipur, Rajasthan

I/We(Name /Designation)
 Hereby declare/certify that(Name/Designation) Is hereby, authorized
 to sign relevant document on behalf of the company/ firm in dealing with Bid.

She/He Is Also authorized to attend meeting and submit Technical
 Information/Clarification as may be required by you in the course of processing the bid for the
 purpose of validation, His/Her verified Signature are As Under.

Thanking You.

Name of Bidder:
 Verified Signature

Authorized Signatory:

Seal of the Organization:

Date:.....
 Place:.....

[Handwritten signatures and notes in blue ink]
 The text includes several signatures, some with dates like '27/11' and '27/11', and the word 'steering' written at the bottom right of the signature block.



Annexure-M

**Form A
(Apply in Duplicate)**

[Application by MSME for Purchase Preference 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:
4. Name of micro & small enterprise:
5. Office Address:
6. Address of Work Place:
7. No. & Date of Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum:
(enclose photo copy)
8. Products for which Entrepreneurs Memorandum-II/Udyog Aadhaar Memorandum
availed:
9. Products for which are at present being produced by the enterprise:
10. 2[Products for which purchase preference has been applied for:]
11. Production capacity as per Capacity Assessment Certificate

(Enclose photocopy of Capacity Assessment Certificate)

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

12. List of Plant & Machinery installed

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



(Handwritten signatures and notes in blue ink)



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13. List of Testing Equipments installed

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

14. [Benefits availed 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 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)

(Handwritten signatures and stamps)
3/2
3/1
Handwritten initials and signatures in blue ink, including a large signature on the left and several smaller ones on the right, some with circular stamps.



Form B
Format of Affidavit
 (See clause 11)

IS/oAged 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 Centre 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.

(d)

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 the quality control measures are installed.

Special Secretary to Govt.
 Finance (Budget)

[Handwritten signatures and initials in blue ink, including a large signature on the left and several initials and smaller signatures on the right.]