# **REGISTRATION FORM**

## FOR SUPPLY OF

## **CATTLE FEED**

## RAW MATERIALS

#### RAJASTHAN STATE CO-OPERATIVE MARKETING FEDERATION LIMITED

4, BHAWANI SINGH ROAD, JAIPUR — 302001

**UNIT:- CO-OPERATIVE CATTLE FEED FACTORY** 

88, INDUSTRIAL AREA, JHOTWARA, JAIPUR-302012

PHONE:- 0141-2341324, 2343549, FAX:- 2340182

Website: www.rajfed.gov.in

E-mail:cattlefeedfactory@gmail.com

### RAJASTHAN STATE CO-OPERATIVE MARKETING FEDERATION LIMITED 4, BHAWANI SINGH ROAD, JAIPUR 302 001

#### UNIT:- CO-OPERATIVE CATTLE FEED FACTORY 88, INDUSTRIAL AREA, JHOTWARA, JAIPUR-302012

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## DETAILS AND STATUS OF THE REGISTERED SUPPLIERS FOR THE SUPPLY OF RAW MATERIALS AT CO-OPERATIVE CATTLE FEED FACTORY

#### JHOTWARA, JAIPUR.

- 1. Name and full address of the Firm submitting the application form.
- 2. Sales Tax No. with copy of Registration: 2(a) PAN with copy of PAN
- 3. Postal Address, Phone No. etc.
  - a) Name of the proprietor/supplier:
  - b) Full postal address.
  - c) Mobile No. & Name
    d) Telephone No.
    e) Fax No.
    F) E-mail address
- 4. Status of the Firm
  - a) Whether Manufacturer/Trader/Dealer:
  - b) Financial status of the Firm : (Attach solvency certificate from your Banker)
- 5 (i) Whether the Firm is limited/proprietorship/: partnership/public sector/co-operative

sector undertaking with copies of supporting

documents. (In case of partnership firm,

whether the firm is registered with the Registrar

of Firms, the copy of the Registration Certificate

& name and addresses of partners along with

partnership deed to be submitted)

5(ii) In case the applicant is a company (certificate of corporation to be submitted)

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**Signature of the Applicant** 

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b) If not, since when you have discontinued to quote?: c) Do you intend to start quoting again? If yes, since when? (Note: Mere registration does not help. You should be a regular tenderer.) 7. Name of the items which the Firm intends to supply. 8. Do you have any branch Office? If yes, state Place, Address, Tel Nos., Fax, Mobile phone nos., Telex Nos. etc. 9. Details of E.M./Security Deposits (Rs. 1,00,000) a) Amount b) DD/Banker Ch. /Cash Receipt No. & Date : 10. Have you ever been black listed/debarred Or censured by this organization or any Organization furnish full details. Specimen signature of the representative if any II Ι **Signature Name: Designation** Verification The undersigned do hereby verify that the contents of the application are true and correct.

6. a) Have you been quoting to RAJFED regularly? :

# TERMS AND CONDITIONS FOR REGISTRATION OF FIRMS FOR SUPPLY OF RAW MATERIAL AT RAJFED CO-OPERATIVE CATTLE FEED FACTORY, JHOTWARA, JAIPUR.

#### **OBJECTIVE OF REGISTRATION**

The registration of firms is intended to empanel firms which only can participate in the tender held at periodical intervals every month, for supply of raw materials to cooperative cattle feed factory of RAJFED, without having to issue tender notice in newspapers.

Registration of firms is carried out at RAJFED level to avoid registration of firms at co-operative cattle feed factory separately. Rates offered for various raw materials for factory at aforesaid periodic tenders are deemed to have been offered to respective plants, the lowest tendered rates and quantities offered thereto as announced at the time of tender opening are deemed to be contractual rates for supply of raw materials to those plants, irrespective of whether the party deputes its representative to the tender opening or not. The common supply order issued by RAJFED Hq. showing rates and quantities of each material approved for factory is deemed to have been placed by respective Cattle Feed factory as per rate and quantity mentioned for each. Common order is issued from RAJFED to save time which is merely a physical activity carried on behalf of the Cattle Feed factory. Therefore, contractual obligations herein contained are suo-motto created between the successful tenderer(s) and the respective Cattle Feed factory right from the time of tendering of rates till execution of supply contract. Once the rates and the corresponding quantities are announced as lowest or next lowest and so on till the quantity required of each item separately is contracted, terms and conditions contained in the registration documents automatically apply in full for the contracted rate and quantities as aforesaid. All penal provisions, penalties for short supply/late supply/ risk purchase, suspension/ debarring from participation in one or more future tenders etc. become effective in full force and measure for respective supplier and the concerned Cattle Feed Plant.

A charge on security deposit and registration fee tendered for registration comes in effect for cattle feed factory individually and severally and they become entitled to recover their dues, if so required, from the registration money and security/earnest money of Rs. 1.00 lac respectively(or as may be enhanced from time to time).

#### TERMS AND CONDITIONS: A.

#### **REGISTERATION:**

- 1. Only such firms having S.T. registration shall be eligible for registration who are bonafide manufacturers/ suppliers/ traders/ dealers of cattle feed raw materials, given in the list attached. Separately along with the registration form.
- 2. Application for registration must be accompanied with the following documents:-
  - 1. Latest I.T. return.
  - 2. Latest Sales Tax clearance certificate.
  - 3. Sales Tax registration copy.
  - 4. Copy of PAN card.
- 3. Incomplete application for registration or the application which are not in conformity with the terms and conditions laid down therein shall be liable to be rejected summarily.

Each page of registration Form/ its Annexure/ Enclosures etc. must be duly filled and completed in all respects and duly signed and its contents are to be verified as true and correct. No overwriting should be done. Correction if any should be done clearly and be initialed.

The rates must be quoted in the prescribed proforma and submitted through eprocurement system of Govt. of Rajasthan

- 4. The Registered Firms are not permitted to state their own terms and conditions other than or in addition to the terms mentioned in the registration form or in the monthly tender. In case any additional terms are mentioned or the prescribed term is altered or varied by the Tenderer, at any place of the Tender, the same shall be completely ignored and deemed to be non-existing while registering the Firm/approving the monthly tendered rates. Only such Firm should apply for registration and offer their rates, who fully subscribe to the stipulated terms and conditions. Tendering of rates by a registered firm shall be deemed to be unconditional acceptance of all terms & conditions of this registration document and tender form.
- 5. The Registered firm shall not assign or sublet supply contract or any part thereof to other agency.
- 6. The approved supplier shall be deemed to have carefully read the terms and conditions in the registration form including enclosures and no relaxation shall be permitted on account of ignorance/ambiguity etc.

Signature of the Applicant In acceptance of the above

**RAJFED** 

- 7. The application for registration shall be in the prescribed form and must be accompanied by registration cash security of Rs. 1.00 lac, which may be in the form of Demand Draft/Banker's cheque. This is valid for all the commodities.
- 8. The Registered Firm shall not be entitled to claim any interest from RAJFED on the amount of Earnest Money/ Security Deposit on or on any other disputed payments lying at RAJFED/Factory level if any from time to time.
- 9. Five sets of specimen signatures of Proprietor/Chief Executive of tendering institution duly attested by Banker may also be enclosed alongwith duly completed Registration Form. The signatures of authorised representative, if any, are to be duly attested, by the Proprietor/Chief Executive of tendering institution. Here in it may please be noted that one person can represent only one firm in any or all capacities.
- 10. RAJFED also reserves the right to suspend/cancel the registration of Registered Firm, if the performance of Registered Firm with respect to quality and time of supplies etc. is found unsatisfactory and forfeit the Earnest Money/Security Deposits/ to recover other due amounts in any other way including legal recourse. The RAJFED can also black list such firms debarring it from entering into any other contract with RAJFED, cattle feed factory and any other unit of Rajfed
- 11. Earnest Money/ Security Deposit shall continue to remain with the Cooperative cattle feed factory till the Firm concerned does not make a specific request to cancel his registration and to refund the security deposit/earnest money amount or till the Firm is not blacklisted and/or had not become liable on any ground for forfeiture of earnest money/ security deposit. Once the approval for registration is duly conveyed by RAJFED normally the Firm concerned shall be entitled to offer its rates automatically without any further notification on/by 26<sup>th</sup> day of each and every subsequent month. The security money shall be refunded/returned to the registered supplier within 3 months of getting specific request of the firm as aforesaid.
- 12.Identity of Registered Firm/ Applicant will be recognized as manufacturer/ trader/dealer.
- 13. Quality conditions and specifications & rebate schedule given in Annexure-I to VI shall be treated as part and parcel of terms and conditions for Registration of Firm.
- 1 4 RAJFED will not consider the application of such applicant who has earlier been debarred/censured/black listed or even those firms who have on their rolls employees/executives/ proprietors/ partners of another already debarred/ censured/ black listed firms in one or the other capacity as per information under Annexure A,B,C,D.

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- 15. RAJFED reserves the right to have all time free access for the inspection of the godown and or works and or office premises of the Registered Firm before or after the registration without giving any notice.
- 16. Once the registration form is duly signed and completed by the applicant followed by acceptance of registration by the Federation it will be treated as a validly executed agreement for all purposes between the two parties. Acceptance of the offer by RAJFED/factory and its intimation to the Firm shall amount to valid and legal contract between RAJFED and suppliers without further necessity to execute separate agreement.
- 17. M.D., RAJFED reserves the right to reject/ cancel/ accept/defer consideration of any application made for the registration of Firms or any monthly tender submitted by the Registered Firm partially or fully without assigning any reason what so ever.
- 18. The e-quotation shall be published at the website <a href="www.eproc.rajasthan.gov.in">www.eproc.rajasthan.gov.in</a> at 11.00 AM, 3 days prior to the scheduled date of opening. IN case of this date being a holiday, the date of publishing would stand post-poned to the next working day.
  - E-quotation form Registered firms for the supply of raw materials during the next month shall be received up to 12.30 PM on 26<sup>th</sup> of each month, which shall be opened on the same day at 1.00 PM by the committee nominated by MD, RAJFED. If necessary the negotiations shall be held after the opening of tenders. In the event of 26<sup>th</sup> day of any months being holiday, next working day will be reckoned as valid day for receipt and opening etc. of tenders. Time of receipt and opening of bids will remain the same.
- 19. Offers received after prescribed time shall not be considered. RAJFED shall hold no responsibility on account of postal delay or loss of offer in any other way. RAJFED also reserves the right to accept or reject any or all offers completely or in part without assigning any reason whatsoever.
- 20. Cattle Feed Plants shall issue Form "C" on demand of supplier if applicable. All quoted rates must be FOR co-operative cattle feed factory destination at site inclusive of all expenses and taxes etc. and on basis of Rs. per quintal i.e. excise, advalorem sales tax, octroi and any other central/ state levies, no additional expenses and taxes shall be considered.
- 21. The quoted rates must be on net weight basis and the packing/ gunnies shall not be returned
- 22. Rate/ Unit must not under any circumstances be altered and the rates must be entered in words and figures
- 23. Although the rates of all or a group of the items covered under the RAJFED standing list given alongwith the registration Firm shall be taken each month from the Registered firm yet the Federation shall be free to choose any one of them for approval of rates according to its least cost formula and other needs.

Signature of the Applicant RAJFED

In accontance of the above

In acceptance of the above Jaipur

- 25. Under contingencies the RAJFED/Factory General Manager will have power to cancel the order, decrease the quantity and amend the supply schedule without entertaining any claim of damages or loss from the supplier concerned, looking to the storage position, demand, supply & marketing trends etc on the recommendation of local committee comprising of the Incharge Store, Incharge Accounts, Incharge Plant, by recording the relevant facts. It shall be binding on the General Manager Factory, to issue a self speaking order in this regard.
- 26. Federation also reserves the right to accept or reject any or all offer of rates completely or in part without assigning any reasons whatsoever.
- 27. RAJFED also reserves the right to repudiate the monthly approval of rates or monthly purchases order at any time if supplies are not received with full satisfaction in accordance with the specifications or given time schedule etc. and make good the requirement from alternative sources if necessary at the risk and cost of approved supplier.
- 28. Normally the announcement of the approved rates shall generally be communicated to the suppliers by evening of the date of tender/quotation. The suppliers may collect the copy of the purchase order on the next working day from RAJFED/Factory, Jaipur.

#### B. SUPPLIES

- 29. The suppliers shall always be given minimum 3 days time to start the supplies. No risk purchase in the account of supplier would be made at the RAJFED/Factory before 7 days of the scheduled start of supply period of purchase order/issuance of purchase order from Factory/RAJFED, whichever is later. The entire quantity of supplies intended/indented under the purchase order/approval letter will have to be completed as per weekly time schedule with 25% of the total ordered quantity to be supplied in the first week and 75% of the total ordered quantity to be supplied in the second/thired/fourth week. It would be the sole discretion of General Manager Cattle Feed factory to purchase the short supplied quantities, if required, either through tender or from open market at the risk and cost of the supplier.
- 30. The supplier shall be responsible for the proper standard packing so as to avoid pilferage/damage under normal condition of transport/ storage/ unloading etc. otherwise the plants shall be free either to reject the supply or to accept the same at reduced rate determined as per given rebate to schedule impose and recover labour charges incurred at actuals.

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- 31. The goods will be delivered at Cattle Feed factory Godown in perfect condition. The suppliers if so desire may insure his goods while in transit against risks etc. at their own cost.
  - 32. After considering the present value of the various cattle feed raw materials and taking into account the value being realized from the re-sale of the sound second hand Jute Bags / HDPE Bags in which the cattle feed raw materials are being delivered it has been decided henceforth to make payments only for the net weight of the cattle feed raw materials and for arriving at the same the deduction for the weight of the bags would be made taking the average weight of one Jute Bag as one kg and average weight of HDPE bag as 150 gm per bag.
- 33. The supplier shall deliver the ordered goods in sound second hand Gunny/ Katta/ HDPE bags. If the bags are found sub-standard, Federation/Plant will have the option to either reject the consignments altogether or accept the same after appropriate deductions.
- 34. Goods received at the Plant in the name of one supplier, shall not be transferred in the name of other supplier. Any unlawful cutting/ alteration in the name of consignee under challans or road transport bilty will not be accepted. In such cases material will be received in the name of consignor originally mentioned under the challan or bilty.
- 35. Only actual delivery of goods at Plant shall be counted as supplies without any cognizance to mere evidence of dispatch. Whatever may be the reasons for delay in transit, Federation will not grant any relaxation to suppliers on such grounds.
- 36. The supplies shall be made strictly as per given specification and as per time schedule given under the purchase order/approval letter in case of failure or the firm on those accounts, the cattle feed factory shall be at liberty to purchase goods from alternate source at the risk and costs of the approved suppliers without giving any notice and the supplier would be under obligation to make good the losses caused to the federation on such account either from the sum payable to the suppliers or by any other recovery including the legal one to recover the loss so caused to it.

Last supplies maximum by seven days i.e. up to 7<sup>th</sup> day of next day month can be accepted subject to imposition of late penalty as per stipulated condition.

In the absence of any satisfactory reasons for such delay in supplies, late penalties @1% per day up to a maximum on 5% shall be recovered from the defaulting suppliers.

No penalty on Short supply be imposed if the Supplies are to the extent of  $+_10\%$  of total quantity subject to a truck load not exceeding 10 M.T. for the supply order

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Short supply compensation up to the maximum 5% shall be recovered from the approved supplier for the quantity of materials which he ultimately fails to supply or which remains unfulfilled even after resorting to risk purchases over the quantity ordered for any month.

- 37. If last day under any supply schedule happens to be a holiday, supplies made by the Firm on next working day will be accepted by the Plant without any penalty but no haltage charges will be given.
- 38. If the circumstances permit, Plant management will get the material reaching on holiday or after office hours unloaded but the unloading/labour charges at actuals will be charged and for drawing of samples such firms will have to depute its representative on next working day.
- 39. If the goods supplied are not or can not be unloaded due to causes beyond control such as strike, lock out, civil disturbance, fire etc, the seller shall have to withdraw the goods at his own risk and cost and re-supply the same on date mutually agreed in writing between the two concerned parties.
- 40. All the supplies shall be in accordance with the specifications and terms and conditions appended with the registration form.
- 41. Special conditions for purchase of Molasses :-

Keeping in view the requirement of obtaining permit from the Excise Department as a pre requisite for arranging molasses, following special conditions pertaining to purchase of molasses shall be applicable:-

- 1- As State Excise department issues import/transport permit only in favour of Sugar mills, the registered party for supply of Molasses shall be called a Handling agent/ Merchandising agent and Sugar mill as the supplier of molasses.
- 2- The Handling agent/ Merchandising agent shall either in his offer or after issuance of purchase order prior to supply, specify the names of sugar mills from where molasses shall be supplied / transported. The Handling agent/ Merchandising agent shall have to arrange for the transport permit from Excise Authorities on its own. However, looking to the urgency or other such factors the cattle feed plant can also arrange to facilitate issue of permits on behalf of Handling agent/ Merchandising agent . The Cattle Feed Plant in such a case shall debit all expenses incurred on getting the permits issued to the Handling agent/ Merchandising agent.
- 3- The Supplier/mentioned Sugar mill shall raise bills in favour of Cattle Feed Plant. The bill of the Sugar Mills should state that the Molasses are being

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supplied on behalf of or through the Handling agent/ Merchandising agent against advance payment.

- 04- The Handling agent/ Merchandising agent shall lodge his claim as under:
  - (a) Cost of molasses (with original bills of concerned Sugar mills) charged by sugar mill.
  - (b) Transportation charges.
  - (c) Handling charges/commission.
- 05- Applicable Taxes on transportation and handling charges shall be deducted at the prevailing rates.
- 06- Payments shall be released to Handling agent/ Merchandising agent towards reimbursement of payment made to Sugar Mill for supply of Molasses & for expenses incurred on transportation and handling.
- 07- Since in the tenders rates are being sought FOR Cattle Feed Plant including all taxes, import/transport permit fee etc. so as per law the Handling agent/ Merchandising agent is bound to pay all the leviable taxes viz. Excise Duty/CST/VAT/Entry Tax etc. and to make the payments to Sugar mill, transporter.
- 08- "C" Form if sought shall be provided by cattle feed factory to the sugar mill against the bill raised by them in favour of CCF, after fulfillment of all the above conditions. In case of Rajasthan based Handling agent/ Merchandising agent, "C" forms if required shall be issued only in the name of the sales tax registered dealer within the state of Rajasthan.

#### 41. (i) SUPPLY SCHEDULE FOR MOLASSES AND COTTON SEED DOC

# SUPPLY PERIOD & RISK PURCHASE FOR MOLASSES AND COTTON SEED DOC SHALL BE AS UNDER

Tender date	Supply Period	Acceptable with	Risk purchase
		late penalty @	date
		1%per day5%	
26 <sup>th</sup> of month	$1^{8}$ to last day of	1 <sup>st</sup> to 7 <sup>th</sup> of next to	10 <sup>th</sup> of next to
		succeeding month	succeeding
	succeeding month		month

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#### C. PAYMENTS

- 42. Ordinarily 80% due/undisputed payment against the supplies made strictly according to given schedule and guaranteed specification shall be released to the suppliers within 15 days after the receipt of consignments along with valid bill and subject to completion of all other formalities and similarly remaining undisputed payment shall be release within a month time. Plant reserves the right to withhold due payment of suppliers in the event of further non supplies etc. to allow easy recovery of differential amount on account of likely risk purchases or short supply compensation etc.
- 43. Ordinarily payment will be released by RTGS/NIFT. Remittance charges on payments shall be to the account of the supplier.
- 44. Direct or indirect canvassing on the part of applicants/ tenderer or their representative at any stage will disqualify their tender/registration. If at any stage, it is found that the Firm has deliberately concealed some facts or has furnished wrong information, registration shall be liable for cancellation
- 45. Additional deductions equivalent to 5% of the amount shall be made from each bill of the approved Firm at Plant level which shall only be released within 15 days after expiry of fortnight tender period at plant level after considering the performance and recovery of dues, if any.
- 46. Any amount that still remains un-recovered at Plant level in lieu of penalties/compensation/quality deduction/ differential amount of risk purchases or on account of excess payment if made at any time etc. shall be recovered from cash security of Rs.100000/- at the Cattle Feed Plant level. The notice to such effect shall be issued to the Firm level by Cattle Feed Plant and the Registered Firm shall immediately remit such amount to Plant immediately failing which he shall stand debarred from future participation in the monthly tenders till the amount is not made good.
- 47. Federation shall be issuing necessary forms to the suppliers for availing sales tax concessions only at the time of final payment and not at the time of any of the interim/part payments.
- 47(a) The payment shall be released only to such representative of firms who has authorisation letter duly signed and sealed by firm.

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48. If this is found at any stage that the payment obtained on behalf of supplier by its representative who at any stage leaves the supplier organisation the RAJFED will have no responsibility for such cheating of suppliers representative.

#### D. PENAL PROVISIONS

- 49. The supplies shall be made strictly as per given specifications and as per time schedule given under the purchase order/approval letter. In case of failure of the firm on these accounts, the Federation/ Cattle Feed Plants, shall be at liberty to purchase goods from alternate sources at the risk and cost of the such defaulter approved supplier without giving any notice and the supplier would be under obligation to make good the losses caused to the Federation on such account. The Plant /RAJFED shall be free to recover the loss caused from the sum payable to the supplier from any of the Cattle Feed Plants of RAJFED/Cattle Feed Factory/ EMD & Security available at RAJFED under the same contract or any other contract or by any other recourse including the legal one to recover the loss so caused to it.
- 50.(A) For purpose of risk purchases, shortfalls shall be assessed by the cattle feed plants on weekly basis on the scheduled risk purchase tender date & the tender shall be conducted at the cattle feed plant level as per procedure. In case risk purchase day is holiday, the tender shall be conducted on the next working day. The order for the quantity to be finally risk purchased shall be placed after deduction of the receipts up till the issuance of risk purchase order date.

Schedule of risk purchase and supply schedule of risk purchase quantity shall be as

#### under:-

Tender date	Risk •	Risk purchase	Supply period	Supply period
	purchase Tender date	tender finalization date		wl 1% late penalty day, max. 5% penalty
26 <sup>th</sup> of	8 <sup>th</sup> of	Up to 12 <sup>h</sup> of	Up to 7 days	Seven days after
month	succeedin g month	succeeding	from the date of	expiry of schedul supply period

- 50 (B) In case if risk purchase is conducted, then only higher of the either amounts i.e. either the amount of risk purchase penalty or the amount of short supply penalty, on the quantity finally remaining short, shall be recovered from the defaulting supplier.
- 50(C)The registered firms are required to regularly participate in the tenders. Their performance in this regard shall be reviewed after every six months.

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**51.** It is important that all Registered Firms must supply material conforming to specified guaranteed quality against each order without General Manager cattle feed factory having to apply rebate provisions. In case the material supplied is found to be of Rejection quality & accordingly not accepted by General Manager cattle feed factory the supplier must immediately make arrangements to lift back the material. All expenses and or loss caused to RAJFED as a result of rejection or replacement of supply shall be entirely borne by the supplier. In any case, the rejected supplies must be removed by the supplier within 10 days of the date on which the communication is sent by the factory by Email/fax/failing which the goods shall be returned at supplier's address at his risk and cost or shall be disposed off by General Managers factory as deemed fit by him. However, Federation/Cattle feed factory shall in no case be responsible for any loss/shortage/damage/theft/fire etc. that may occur during the storage period. Goods received at the factory but rejected shall straight away be treated as nonsupply for purpose of risk purchase or assessing non-supply etc.

#### E. GENERAL

- 52. Federation shall hold no responsibility on account of postal delay at any stage or for loss of offer/s approval of rates/purchase orders etc. in any other way. Communication made from RAJFED in the Form of Email or letter having valid dispatch no. and date will be treated valid and binding on the Firms for all legal purposes.
- 53. The terms and conditions of purchase mentioned under Registration Form/ application Form/NIT etc. shall also be applicable on any other seasonal/ bulk/ emergency/ risk purchases that are made at Plant level or RAJFED level from the Registered Firm over and above the fortnightly tender process. In case of seasonal/ bulk requirements separate intimation giving details in respect of approximate quantity period of supply and date for receiving offers, shall be given to Registered firm through postal means or display of general notice on RAJFED public notice board.
- 54. RAJFED reserves the right to rectify any human clerical/ typing mistake at any point of time without entertaining any objection or claim from the side of supplier.
- 55. All legal proceedings shall have to be lodged within the jurisdiction of Jaipur Courts.
- 56. RAJFED also reserves the right to add/delete/amend any condition at any stage under proper intimation to concerned Registered Firm and the same shall be considered as binding on the Registered Firm from the period following such intimation.
- 57. No standing security deposit shall have to be deposited by Govt./Apex. Coop. Federation. RAJFED also reserves the right to give preferential treatment to such institutions in matters of approving rates and waiving off penalties etc.

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- 58. In the event of any dispute in the interpretation of the terms and Registration Form/Purchase Order or difference of opinion between the parties on any point in the purchase order arising out of, or in connection with the agreement/accepted purchase order or with regard to performance or any obligations hereunder by the either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In the failure of any amicable settlement between the parties by negotiations the MD, RAJFED or any person nominated by him shall enter reference as the Sole Arbitrator to adjudicate the dispute between the parties and shall pass the award. The award passed by the Sole Arbitrator shall be final.
- 59. Federation will make annual evaluation for their registered supplier for where the following criticism shall be applied:-
  - (i) Evaluation shall be as per their supply performance during the year from January to December.
  - (ii) Initially every supplier shall be credited 100 Points to his A/c.
  - (iii) 5 Points shall be deducted from suppliers account for every rejected lots.
  - (iv) For non supply in whole item 10 points shall be deducted from suppliers A/c.

Till the end of the every financial year supplier should hold minimum 60 points in his account otherwise his registration shall be cancelled. This shall be made effective from April 20---

Signed and Seal affixed in token acceptance of all above terms and conditions unconditionally.

**Signature** 

Name

In the capacity of

Firm

**Signature of the Applicant** 

**RAJFED** 

In acceptance of the above

## TERMS AND CONDITIONS RELATED TO QUALITY/REBATE OF RAW MATERIAL FOR REGISTRATION OF FIRMS.

- 1. The given percentage composition/ proximate analysis of the various raw materials holds good on moisture free basis and not on as such basis.
- 2. Raw materials must be fit for live stock and poultry feeding.
- 3. De-oiled cakes and extractions should be the product of continuous processing plants.
- 4. Material supplied within a bag or between different bags must be of uniform quality both on the basis of gross examination as well as on the basis of chemical analysis.
- 5. If the material supplied is found to be of inferior quality as compared to given guarantee specifications RAJFED /Factory will have the option either to reject the material all together or to accept the same at reduced rates determined by RAJFED/Factory on the basis of given rebate schedule.
- 6. Generally the material will be rejected/redirected as soon as the short fall in quality exceeds the acceptance limits laid down under the relevant schedules.
- 7. Rebate for different quality indexes/ are summarative in between the two/ more than 2 stages.
- 8. Any quality characteristics not covered under given rebate schedule but are found suffering in any aspect shall be dealt with suitably according to the discretion of the RAJFED in consultation with concerned cattle feed plant for the purpose of total-rejection or imposing additional deductions.
- 9. The salt content in fish meal should not exceed 8% level on Dry Matter basis.
- 10. Raw material in general and cakes in particular should be free from Caster/ Mahue/ Karang/ Neem/ Katili Cake etc.
- 11. In case of items where specification have not been laid down/indicated by RAJFED, available specification of BIS, ICAR, NDDB or other sister State Dairy Federation/Milk Unions in the given order of preference shall be considered binding on the supplier.
- 12. RAJFED reserve the right to add any new parameter of quality especially in relation to New Toxic Principals as and when felt necessary and that will be binding on supplier.
- 13. All material supplied by Firms must be fresh and free from harmful. toxic principles, adulterants, insects, fungus, pesticides residue, pathogenic micro organisms including their spores, musty/ stale/ objectionable/ abnormal odour/ sour/ rancid/ unnatural taste; Abnormal Colour; extraneous matters in the form of dust, or grossly detectable foreign bodies; unwanted chemical; biological deterioration i.e. rancidity,

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fermentation putrefactions and charring etc. and lumps. In case the Incharge of the Cattle Feed Plant is not satisfied on account of above stated parameters of quality he will have the option either to reject the sub-standard material or accept the same at reduced rates.

- 14.If the quality of material supplied if found superior in respect of any index, nopremium shall be allowed.
- 15. The results of analysis of samples specially when there is a case of total rejection or short fall in quality shall ordinarily be communicated to the supplier from the plants by the 7<sup>th</sup> day (or next working day in case holidays) after the receipt of goods at the plant. However firms will have to live with the delay occurring on account of circumstances beyond the control of plant's management.
- 16 No supplies will ordinarily be got unloaded after normal office hours or on holidays.
- After arrival of goods in the plant premises four bags shall be randomly drawn and emptied for gross inspection to evaluate general quality and characteristics/defects i.e. foreign body, lumpiness infestation, wetness, deterioration/damage, foul odour and abnormal taste/colour or the uniformity in the quality of the material supplied within a bag or between different bags in respect of quality of packing. After conducting such gross inspection, if competent officer become convinced that material supplied is of substandard quality, he can order to redirect the consignment without unloading or if it has been unloaded partially or wholly, after reloading the goods in the original truck at the risk and costs of supplier. In such events, a representative sample is required to be drawn sealed and preserved at the plant as usual to subsequently testify the propriety of such of such action.
- 18. If the consignment passes in the inspection test a representative sample from 10 to 100 percent bag shall be drawn according to standard procedure by the plant staff under the supervision of Quality Control Section of the Plant or any other officer as may be assigned by the Incharge, Plant at the time of the unloading of goods at the plant. If the supplier so desires, he can depute his authorised representative to associate with the work of sampling and sealing etc. failing which truck driver will be involved in the task and will be deemed as representative of supplier for legal purposes. Unless permitted by the Federation, no drawing of official sample the second time will be allowed.
- 19. The representative sample as drawn above will be divided into 2 identical parts labelled and sealed by the Incharge, Quality Control Section and representative of supplier if any under joint signature. One sealed sample is sent to Plant laboratories for routine testing as per standard procedure and the remaining sample is kept preserved with the Manager Plant.
- 20. Ordinarily the results of Plant analysis will be communicated to the supplier at the time of the personal visit or through post by  $7^{th}$  day after receipt of material.

**Signature of the Applicant** 

**RAJFED** 

In acceptance of the above

- 21 . As soon as full or part payment in respect of any consignment is accepted by the supplier, it will be presumed that the results of the analysis obtained at Plant laboratory has been accepted by the Firm concerned entitling plant to destroy the second preserved sample and supplier will have no right to raise any dispute in respect of quality and he shall be legally and fully stopped from raising dispute in any Forum or Court whatsoever.
- 22. If the findings of the plant analysis in respect of any quality are not acceptable to the supplier, the later can lodge a written request within 7 days with the plant concerned to get 2<sup>nd</sup> test of second preserved supplier's sample. The test result of the aforesaid second sample obtained from the any of the following Lab shall be final and binding on both the parties i.e. RAJFED and the suppliers.

The sample shall be sent by RAJFED to any one of these laboratories namely National Dairy Development Board Laboratory, Anand or Shri Ram Test House, New Delhi or Indian Veterinary Research Institute Lab., Izat Nagar, Hyderabad or National Dairy Research Institute Lab., Karnal or Italab, Mumbai.

- 23. Payment of fee in respect of 2<sup>nd</sup> test, if any, shall be to the party's account.
- 24. All responsibilities on account of delay due to dispute in analysis will be borne by supplier.
- 25. No reanalysis will be allowed for contents of moisture.
- 26. Supplier will have no powers to challenge rejection of imposition of additional rebate by the Plant on the basis of deviation in gross quality characteristics.
- 27. 1:1 Notation in respect of rebate means deduction in payment @ one percent for every one Unit variation in percentage composition over the percentage composition indicated under previous stage cut. Similarly 1:1/2 notation in respect of rebate means deduction @1 V2 percentage for every one unit variation in percent composition indicated under the previous stage of cut.

**Date** 

Accepted and signed. Signature

Name

**Capacity** 

Signature of the Applicant

#### TERMS AND CONDITIONS OF REGISTRATION

#### QUALTY AND REBATE IN RESPECT OF GUNNY BAGS,

1. Accepted requirement of packing would be sound second hand gunny bags with no mending, patching or holes and slits for sound cereal grains/fish meaUmeet meal, sound second hand gunny bags with minor mending and minor patching but without holes/slits for all items other than wheat/maize, Jawar, bran, DOR 13 and sail seed cake D.O. and sound second hand gunny bags with major mending/patching but without hopes/slits for wheat/Jawar/Maize Brans DORB and Shall Seed Cake D.O. will be binding. If the requirement of packing are not found in agreement with these norms. Federation will have the option either to reject the goods all together or accept the same after imposing rebate as per schedule given below:-

Commodity	Units	Minor mending but no patches or	Bags with Minor mending and patching of	Bags with mending large patching and or minor holes/slits or	Hole/Slits
1. Sound gains/fish/meat bone/meat	Rs. per 100 bags.	25	50	75	100
2. DORB Wheat/Jawar/Maize Bran & Sal Seed Cake Do	-	-	-	25	50
3. All Other materials	-	-	-	50	75

In case mouth of the bags is not properly closed or if the manual stitching gives way, any additional expenses incurred at Plant on labour charges will be recoverable from the supplier.

Signature of the Applicant

**RAJFED** 

In acceptance of the above

#### TERMS AND CONDITIONS OF REGISTRATION

#### SPECIFICATION AND REBATE SCHEDULE FOR CANE MOLASSES,

S.No.	Characteristic	Requirement GR-II	Acceptable with rebate	Rebate schedule	Rejected
1	Density in degree brix at 27.5" C(Min)	80	80	-	Below 80
2.	Ash, Sulphated % by mass (calculated for 100, brix) (Max)	17.5	17.5	-	Above 17.5
3.	Total reducible sugar % by mass (Min)	44	40	1:1	Below 40

#### Note:-

1. Material Should be dark coloured viscous syrupy liquid having characteristic odour.

Sampling and testing will be done as per the procedure laid down by Indian Standard Institution.

2. Acceptable Limit with rebate is as per BIS grade III<sup>rd</sup> of IS-1162:1958

#### Example of Rebate:

1.	Reducing Sugar 43%	Rebate 1%
2.	Reducing Sugar 42%	Rebate 2%
3.	Reducing Sugar 40%	Rebate 4%

Signature of the Applicant

**RAJFED** 

In acceptance of the above

TERMS AND CONDITIONS FOR REGISTRATION OF FIRMS FOR SUPPLY OF CATTLE FEED RAW MATERIALS

SCHEDULE OF SPECIFICATION AND REBATE FOR SUPPLY OF FOOD GRAINS FOR USE CATTLE FEED

Grains such as Wheat Maize, Barley, Jawar and Bajra as the case may be should be in sound merchantable condition, dry, hard clean, wholesome, of good food value, uniform in color and size of grains and free from visible moulds, fungus, weevils, musty or other objectionable odour, discoloration, extraneous matter, adulterants harmful constituent, insect infestation, fermentation, rancidity, sprouting, foreign bodies, including weed seeds, admixture of deleterious substances and impurities etc, exptent to the extent in the schedule enclosed.

Signature of the Applicant

**RAJFED** 

In acceptance of the above