

**RAJFED COOPERATIVE CATTLE FEED FACTORY, JHOTWARA,  
JAIPUR-12**

**(A unit of Rajasthan State Co-operative Marketing Federation Ltd.)**

**ANNEXURE- DATA FOR REGISTRATION OF FIRM**

1. Name of individual Firm/ company, State, :  
Private Or Public Limited / Cooperative  
Institution.
2. Complete Postal Address of the individual :  
Firm/Company including Names of Principal  
Officer/ Person /Chairman / Managing  
Director  
  
Phone No, a) Office :  
                  b) Factory :  
                  c) Resident :  
Telex & Fax No. :  
Gram :  
                  :
3. Name (s) of Proprietor / Partners / Directors :  
including full address.  
(Enclose partnership Deed in case of  
partnership Firm)
4. Name & Address of Banker with Telephone :  
Nos.
5. StatwhetherManufactDistributor/Authorised :  
DealerAgent /Broker/Contractor, Please  
Mention the name of Principal.
6. Were you at any time supplying the material :  
to this organization? If yes, why and since  
when discontinue supplying.
7. Do you have any associate companies? :
8. Do your partner have interest in some other :  
Union/Company? If yes, give detail.
9. Is any of your relative working or serving in :  
this or any of RAJFED Units in any Capacity?
10. Were you at any time an employee of this :  
Federation / Its associated units.
11. Are you having any branch office ? if yes, :  
State Place , Address, Tel , Nos., Telex No.  
Fax No. & Telegraphic Address etc.
12. Have you ever been black listed / debarred :  
or censured by this organization or any other  
organization, furnish full details

# **RAJFED COOPERATIVE CATTLE FEED FACTORY,**

**(A unit of Rajasthan State Co-operative Marketing Federation Ltd.)**

**88, industrial area Jhotwara Jaipur-302012**

## **TERMS AND CONDITIONS FOR THE REGISTRATION OF FIRMS FOR SUPPLY OF RAW MATERIALS FOR CATTLE FEED PLANT.**

Only such firm shall be eligible for registration who are bonafide manufacturer / suppliers / contactor / brokers of cattle feed raw material covered under the list attached separately alongwith registration form having S.T. registration numbers.

1. Application for registration must be accompanied with latest income tax clearance certificate and sales tax clearance certificate from the assessing authority. Even during the currency of registration, the registered firm will have to produce such sales / income tax clearance certificate every year failing which their registration shall remain suspended till such period they fail to produce such certificate. Each pages of registration form / its Annexure / Enclosures etc. Must be duly filled and complete in all respect duly signed.
2. Incomplete application for registration of the application which are not in conformity with the terms and condition laid down therein shall be liable to the rejection summarily.
3. The rates must be quoted in the Prescribed Performa and submitted under sealed envelope super scribe with the address of RAJFED Cattle Feed Factory in the name of General Manage with mention " CATTLE FEED TENDER FOR THE MONTH.....200 . " The envelope should also bear the address of the party submitting the rates.
4. Registration Form/monthly tender should be filled in ink, NO over writing should be done. Corrections, if any, should be done cleanly and initialed. Registration Form / monthly tender must be duly signed at the end of each page in taken of acceptance of all the terms and condition of registration / contract.
5. The registered firms are not permitted to state their own terms and conditions other that or in addition to the terms mentioned in the registration form or in the monthly tender. In case any additional terms is mentioned, or the prescribe term is altered or varied by the tenderer any place of the tender the same shall be completely ignored and deemed to be honest while registering the firm / approving the monthly the tendered rates. Only such firm should apply for registration or offer their rates:, who fully subscribe to the stipulated term and conditions.
6. Rate/ Unit must not under any circumstance be altered and the rates must be entered in words and figures.
7. The registered firm shall not assign or sublet contract or any part there of to other agency. In case of bonafide brokers, they shall be allowed to arrange supplies from the manufacturer only, with the provision that bills shall also be raised by such manufactures for direst payment from Cattle Feed Plant

without the intermediary of registered broker. In such case mention of authorized manufacturer (Name address, Telephone No. and Fax etc.) Should be made by the registered broker against their offer of rates. Similarly the reference of registered broker must specifically be made by the manufacturer in their bill challan etc. While making stock entries at place the name of registered broker as well as manufacturer shall be shown. However the rates offered should be inclusive of brokerage fee etc. and registered broker only will be responsible for all the terms and conditions of supplies except that due deductions as per terms and condition shall be revoked from the payment that fall due against each bill directly from the manufacturer. However, registered broker shall be responsible for manufacture's liabilities to cattle feed factory especially on account of risk purchase and short supplies etc. If it is not possible to recover the same easily from manufacturer authorized by registered broker.

8. The approved supplier shall be deemed to have carefully read the terms and conditions including specification / quality rebate etc. as given in the registration form including enclosures and no relaxation shall be permitted on account of ignorance / ambiguity etc.
9. All the supplies shall be in accordance with the specification and terms and conditions appended with the registration form.
10. In case, any of the supplies are not accepted, the expenses or loss caused to cattle feed factory as result of rejection or replacement of supply shall be entirely born by the suppliers. The rejected supplies must be removed by the suppliers within 3 days after the receipt of intimation falling which supplier will be liable to pay storage charges @ 3 paise per bag per day. However, cattle feed factory shall in no case be responsible for any loss/shortage/damage/theft/fire etc. that may occur in such rejected goods shall ultimate be auctioned at the cost of supplier and proceed remitted to firm/ adjusted after making recovery of dues, if any.
11. 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 plant shall be free either to reject the supply or to accept same at reduce that determined as per given rebate to schedule impose and recover labour charges incurred at actual.
12. All quoted rates must be FOR cattle feed plants destination at site inclusive of all expenses and taxes etc. and on basis of Rs. per quintal i.e. excise, sales tax, octroi and any other control/State levies no additional expenses and taxes shall be considered.
13. The quoted rates must be on gross weight basis and the packing / gunnies shall not be returned.
14. Application for registration shall be in the prescribe form and must be accompanied by earnest money of Rs. 5000.00 for one item. Rs. 10,000 for two items, subject to maximum of 25000.00 /- A party who has deposited Rs. 25000/- shall be eligible to offer his rate for five items or more as desired by him. The registration fees/earnest money is to be deposited in cash /D.D./FDR in the name of cooperative cattle feed factory Jhotwara, Jaipur without which application for registration will not be considered. Once the

approval for the registration of the firm is communicated, such earnest money deposited shall become converted into standing security deposit.

15. 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 risk etc. at their own cost.
16. Weighment recorded only at certified weigh bridge at cattle feed factory shall be final and binding on contractors/ suppliers. Weighing charges application from time to time will have to be borne by suppliers. In case of consignment reaching by truck normally cattle feed factory shall arrange to pay freight and octroi against valid "to day bill" and octroi receipt to truck driver / representative of transporter at the risk and cost of supplier and debit the amount to suppliers. No invoice of railway / R.R. shall be entertained by cattle feed factory.
17. Tender from required firms for the supply of raw material during next calendar months shall be received by 11.30 A.M. on 26<sup>th</sup> days of each month under sealed envelop on proforma prescribe for this purpose under the registration form which shall be opened on the same day at 12:30 P.M. by the committee of officers nominated by Managing Director, in presence of intending tenderer, followed by announcement of rates . If necessary the negotiations shall be held after the opening of tenders. in the event of 26<sup>th</sup> day of any month being holiday, next working day will be reckoned as valid for receipt and opening etc. of tenders . Offers received after \prescribed time or date shall not be considered. Cattle feed factory shall hold no responsibility on account of postal delay or loss of offer in any other way. Cattle feed factory also reserves the right to accept or reject any or all offers completely or in part without assigning reason what so ever.
18. General Manager, Cattle feed factory reserves the right to reject / cancel / accept / defer consideration on any application made for the registration of firm or any monthly tender submitted by the registered firm partly or fully without assign any reason what so ever.
19. Although an approximate idea about the likely quantity of raw materials required at each occasion /month would be made know to the intending registered firms before the opening of the monthly tenders as far as possible but cattle feed factory reserves the right to approve and place orders for any quantity that it deem fit under contingences with one week notice the general manager factory will have power to cancel the order, increase or decrease the quantity and amend the supply schedule without entertaining any claim of damages of loss from the firm concerned .
20. Cattle feed Factory also reserve 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 suppliers.
21. Cattle feed factory also reserves the right to suspended cancel the registered of registered firm after black listing, 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 side by side to recovering other due amounts in any other way including legal recourse.

22. Earnest money and security deposit shall continue to remain with the cattle feed factory till the firm concerned do not make a specific request to cancel his registration and to refund the security deposit / earnest money amount or till the firm is not black listed 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 cattle feed factory normally the firm concerned shall be entitled to offer its rates automatically without any further notification by 15 days of each and every subsequent months.
23. Ordinarily 80% due/undisputed payment against the supplies made strictly according to given schedule and guaranteed specification shall be release to the suppliers within 15 days after the receipt of consignments alongwith 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.
24. Ordinarily payment will be released by Cheque. In special contingencies if payment are made by D.D. remittance / D.D. charges on payment made to the firm/Miller will be borne by supplier/millers.
25. 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 fact or has furnished wrong information, registration shall be liable for cancellation.
26. The registered firm shall not be entitled to claim any interest on the amount of earnest money/security deposit on or on any other disputed payments.
27. Purchase orders to all the firm whose rates are accepted shall be issued on the very same day of opening of tenders and finalization of rates.
28. The suppliers shall always be given minimum 7 days time to start the supplies. No risk purchase in the account of suppliers would be made before 7 days after the issuance of purchase order. The entire quantity of supplies intended under the purchase order approval letter will have to be completed as per weekly time schedule given under the purchase order or at uniform rate during the four weeks time.
29. 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 given 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.
30. 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.
31. In the absence of any satisfactory reasons for such delay in supplies, last penalties @ 1 % per day up to a maximum on 5% shall be recovered from the defaulting suppliers.

32. 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.
33. Although the rates of all the items covered under the standing list given alongwith the registration form shall be taken each month from the registered firm yet the cattle feed factory shall be free to choose any one of them for approval of rates according to its least cost formula and other needs.
34. In case of any dispute arising between the registered firm and cattle feed factory shall be referred to M.D. RAJFED who will act as sole arbitrators and finally pass his verdict which will be final and binding on both the parties.
35. All legal proceeding shall have to lodged within the jurisdiction of Jaipur courts.
36. Cattle feed factory also reserves the right to add/delete/amend any condition at any stage after proper intimation to concerned firm and the same shall be considered as binding on the registered firm from the period following such intimation.
37. The terms and conditions of purchases 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 from the registered firm over and above the monthly tender purchases. 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 Cooperative Cattle Feed Factory notice board.
38. Cattle feed factory reserves the right to rectify any human, clerical / typing mistake at any point of time without any objection or claim from the side of supplier.
39. Identity of registered firm/applicant will be recognized to either as manufacturer/contractor / dealer on the one hand or broker on the other hand.
40. Quality conditions and specification / rebate schedule given under annexure I to VI shall be treated as part and parcel of terms and conditions for registration of firm.
41. Marginal variation can be acceptable in supplied quantity it may be 10% of the ordered quantity but in any case variation should not be exceeding to 10 M.T.
42. Except for lifting the rejection goods by the supplier at his own risk and cost, he shall have no other option to replace the same. Goods received at the plant but rejection shall straight away he treated as non supply for purpose of risk purchases or assessing non supply etc.
43. Only actual delivery of goods at factory shall be counted as supplies without any cognizance to more evidence of despatch. What ever may be the reasons for delay in transit, federation will not grant any relaxation to suppliers on such grounds.

44. If the goods supplied are not or can not be unloaded due to causes beyond control such as strike lock out, civil disturbance and 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.
45. The supplier shall deliver the ordered goods in sound second hand gunny bags. If the bags are found sub-standard federation will have the option to either, reject the consignments altogether or accept the same after appropriate deductions.
46. 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. Five sets of specimen signature of proprietor /chief executive of tendering institution duly attested by banker as well as their authorized representative may also be enclosed alongwith duly completed registered form. in case of brokers who intend to affect supplies in the name of some proprietor / chief executive of that concern alongwith his authorized representative in five sets will have to be produced with each months offers.
48. If last day under any supply schedule happen 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
49. If the circumstances permit, plant management will get the material reaching on holiday or after office hours unloaded but the unloading / labour charges at actual will be charged and for drawing of samples such firm will have to depute his representative on next working day.
50. Cattle feed factory will not consider the application of each applicants who has earlier then debarred/ consured / black listed or even those firms who have on their role employees/executives/proprietors / partners of another already debarred / consured /bl
51. ack listed firm in one or the other capacity.
52. Cattle feed factory reserve the right to have at all time free access for the inspection of the Godown and or work and or office premises of the registered firm before or after the registration without giving any notice.
53. Cattle feed factory shall hold no responsibility on account of postal delay at any stage or for loss of offer/approval of rates / purchases orders etc. in any other way. Communication made from factory in the form of telegram or letter having valid despatch no. and date will be treated valid and binding on the firm for all legal purposes.
54. If it is found at any stage that the payment obtained on behalf of suppliers by its representative who at any stage leaves the supplier organization, the cattle feed factory will have no responsibility for such cheating of suppliers representative.
55. Once the registration form is duly signed and completed by the applicant followed by acceptance of registration by the cattle feed factory it will be treated as validity executed agreement for all purposes between the two parties. Acceptance of the offer by cattle feed factory and its intimation to the

firm shall be valid and legal contract between cattle feed factory and supplier without further necessity to execute separate agreement.

56. Federation will make annual evaluation for their registered supplier for 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 month item 10 Points shall be deducted from suppliers A/c.

Till the end of the year every supplier should hold minimum 60 Points in his account otherwise his registration shall be cancelled. This shall be made effective from January, 200\_.

Accepted and signed

Signature

Name

Capacity

Firm