



JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD. JAIPUR

Near Gandhi Nagar Railway Station, JAIPUR- 302015

PABX:- 0141-2713666-69 Ext. 450
Website : jaipurdairy.com

FAX: - 0141-2711075
Email: dtcjcproject@jaipurdairy.com

E-TENDER DOCUMENT

FOR

**SUPPLY OF TRUCK CHASSIS WITH CABIN FOR MILK TANKER -
10 KL CAPACITY**

एकल चरण – दो भाग निविदा

**JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD.
JAIPUR**

Near Gandhi Nagar Railway Station, JAIPUR- 302015

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Disclaimer

- A. The information contained in this e-tender/Bid document provided to the Bidder(s), by or on behalf of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this e-tender/Bid document and all other terms and conditions subject to which such information is provided.

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

- C. Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the e-tender/Biddocument.

- D. Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this e-tender/Biddocument.

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur Near Gandhi Nagar Railway Station, Jaipur

PABX No. : 91-0141-2713666-69 (4 Lines), Sales :91-0141-2713670 Fax No. : 0141-2711075

E-Mail : dtcjicaproject@jaipurdairy.com

Website : <http://www.jaipurdairy.com>

Critical Dates

S.No	Particulars	Date
1.	Date & time of uploading tender document by Jaipur Dairy.	20.12.2024 at 04:00 pm
2.	Date from which Bidding Document will be provided from the web-site of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited i.e. www.jaipurdairy.com or can be downloaded from e-procurement or State Public Procurement Portal	20.12.2024 at 04:00 pm
3.	Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur	28.12.2024 at 12.00 PM
4.	Last time and date upto which Bids can be submitted/ uploaded on e- procurement website	11.01.2025 at 2.00 PM
5.	Last date & time for submission of fees following in original and physical form:	11.01.2025 at 4.00 PM
	Bid-security/EMD: Rs. 22,50,000/- by DD / banker cheque / pay order (CTS only)/ BG in name of Jaipur Zila Dugdh Utpadak Sahakari Sangh limited., Jaipur	
	Tender document fee: Rs. 2500 by DD / banker cheque / pay order (CTS only) in name of Jaipur Zila Dugdh Utpadak Sahakari Sangh limited., Jaipur	
	RISL Processing fee: Rs. 2500 by DD / banker cheque / pay order (CTS only) in name of MD, RISL., Jaipur	
6.	Time and date of opening of Technical Bid	13.01.2025 at 01:00 PM
7.	Time and date of opening of Financial Bid	To be informed later

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur

Near Gandhi Nagar Railway Station, Jaipur

PABX No. : 0141-2713666-69 (4 Lines)

Sales :91-01412713670 Fax No. : 0141-2711075

E-Mail:dtcjicaproject@jaipurdairy.com

Website :<http://www.jaipurdairy.com>

TENDER – FORM

Subject: E-tenders are invited from experienced and financially sound tenderers for Supply of Truck Chassis with Cabin Milk tanker-10 KL Capacity

- | | | |
|---|---|---|
| Pre-Bid meeting | : | 28.12.2024 at 12:00 PM
At Meeting room of Jaipur Dairy Plant,
Near Gandhi Nagar Railway station, Jaipur |
| 1) Last Date & Time For Submission/uploading | : | 11.01.2025 till 02:00 PM |
| 2) Tender form fee, tender processing fee
& EMD is to be deposited as per schedule | : | 11.01.2025 till 04:00 PM |
| 3) Estimated value of Contract | : | Rs. 11.25 CORE |
| 4) Date & time for opening of the Tender
(Technical bid only) | : | 13.01.2025 at 01:00 PM |
| 4) Earnest Money Deposit: | | Tender form must be accompanied with
Earnest Money of Rs. 22,50,000/-
The EMD should be in the form of DD/BG in favour
of <u>“JAIPUR ZILA DUGDH UTAPADAK SAHAKARI
SANGH” payable at Jaipur without which the
tender form will not be considered.</u> |
| 5) Tender Fee (non-refundable) | : | Rs.2500 /-(Rs. Two Thousand Five Hundred only)
by Demand draft only in favour of “JAIPUR ZILA
DUGDH UTAPADAK SAHAKARI SANGH LIMITED”
payable at Jaipur. |
| 6) Tender Processing Fee (non-refundable) | : | Rs.2500/- (Rs. Two Thousand Five Hundred Only)
By Demand draft only in favour of MD, RISL,
payable at Jaipur. |

Note: The above referred fees & EMD to be deposited at following address:

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,
Near Gandhi Nagar Railway Station: 302015

- 7) The complete Bidding Document including the Conditions of Contract, Evaluation and Qualification Criteria, Terms of Reference, Bidding Forms, Procedure of Bidding etc. can be seen at www.jaipurdairy.com. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.rajasthan.gov.in> and website of e-procurement <http://eproc.rajasthan.gov.in> and the price of Bidding Document, Bid Security/ Bid Securing Declaration, as applicable and Processing Fee, the scan copy of these documents must be uploaded on e-procurement.

The original Demand draft/ Banker’s cheque/ Bank Guarantee in the specified format, from Scheduled Bank in India, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of **Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Near Gandhi**

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

Nagar Railway station at Jaipur-302015 after last time and date of Bid submission and before Time and date of opening of technical Bid, failing in which the bid shall be rejected.

- 8) Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.
- 9) The Bidders shall have to submit proofs of their GST registration and the Permanent Account Number (PAN) of Income Tax.
- 10) For any query regarding the BID, the bidder can contact to competent authority of Sangh.

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

निविदा सूचना

(समाचार पत्र में प्रकाशनार्थ)

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर

गांधी नगर रेलवे स्टेशन के पास, जयपुर - 302015

क्रमांक (एफ2/जजिदुत्तरालि/जायका/2024/ 33414-17

दिनांक 19/12/2024

ई-निविदा सूचना

जयपुर दुग्ध संघ में संचालित प्रोजेक्ट DTC-JICA के अन्तर्गत संघ से सम्बद्ध विभिन्न दुग्ध समितियों से दूध परिवहन हेतु 10केएल क्षमता के मिल्क टैंकर चैपिस कय किये जाने हेतु इच्छुक निविदादाताओं से ई-निविदा आमंत्रित की जाती हैं। इस हेतु निविदा वेबसाईट www.eproc.rajasthan.gov.in पर निविदा प्रपत्र भरा जा सकेगा, जिसकी विस्तृत सूचना एवं महत्वपूर्ण तिथियां वेबसाईट www.sppp.rajasthan.gov.in एवं www.jaipurdairy.com देखी जा सकेंगी।

for प्रबंध संचालक

प्रतिलेख :-

1. उपप्रबंधक (प्रचार प्रसार) दुग्ध संघ, जयपुर को भेजकर लेख है कि निविदा सूचना को समाचार पत्र में प्रकाशित करवाने का श्रम करावे।
2. प्रमोरी (एफओपी/यातायात) को भेजकर लेख है कि उक्त निविदा सूचना को सूचना पट्ट पर चरपा करावे।
3. सूचना पट्ट, दुग्ध संघ, जयपुर
4. कार्यालय प्रति/मार्टर फाईल

प्रबंध संचालक

अनुभाग -I

Instructions to Bidders

INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

1. The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>
2. Bidders who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. or they may contact- procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital certificate need not procure a new Digital Certificate.
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
3. Bidders shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D. for Tender fees, Processing Fees and E.M.D. should be submitted manually in the office of Tendering Authority Before date & time of opening of technical bids and scanned copy of D.D. should also be uploaded along with the online bid.
4. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
5. The scan copy of tender form, rates & other relevant documents duly signed by Tenderer should be submitted online only.
6. If required by the Tenderer, training may be given by DOIT, Yojana Bhawan, Bidder Contact: E-Procurement Cell, 1st Floor, Yojana Bhawan Tilak Marg, C-Scheme, Jaipur. Help Desk MOBILE:+91-7878007972, +91-7878007973, or 180030702232 "Tollfree, 24X7"

E-mail- eproc@rajasthan.gov.in
7. Tender Form & hand written rates would not be accepted in Tender Box,
8. Please read carefully the steps of submitting Tenderonline.
9. Bidders are also advised to refer "Bidders manual" available under "Downloads" section for further details about the e-tendering process.

Grievance Redressal during procurement process

Grievance Redressal

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the Appellate Authority, as specified below:

Appellate Authority:- Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

Filing an appeal

If any Bidder or prospective Bidder is aggrieved about any decision, action or omission of the Procuring Entity, he may file an appeal to Appellate Authority, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that 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 Bid before the opening of the financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.

(1) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

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

(2) Form of Appeal

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to Appellate Authority, in person or through registered post or authorized representative.

(3) Fee for filing appeal

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

(4) Procedure for disposal of appeals

- (a) The Appellate Authority, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (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 shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State.

FORM NO.1

[See rule83]

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

Appeal Noof

Before the (Appellate Authority)

1.Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residential address:

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

1.

2.

3.

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

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

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

6. Grounds of appeal:

.....
.....

..... (Supported by an affidavit)

7.Prayer:

.....
.....

Place

Date

Applicant's Signature

अनुभाग II

निविदादाताओं की अर्हता, पात्रता एवं मूल्यांकन की शर्तें

बोलीदाता/संवेदक द्वारा विभिन्न पंजीकरण इत्यादि का विवरण निम्नानुसार प्रस्तुत किया जावेगा :-

क्रम संख्या	विवरण	रजि.सं.	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1	वस्तु एवं सेवा कर (GST)				
2	आय कर (पैन नंबर)				
3	इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत या बीआरएन या MSME Certificate				

- निविदादाता को निविदा प्रपत्र फीस, आर.आई.एस.एल. प्रोसेसिंग फीस, ई.एम.डी. राशि जमा करवाना आवश्यक है अन्यथा निविदा निरस्त कर दी जावेगी।
- निविदादाता द्वारा जयपुर संघ अथवा संघ के अधिकारियों/कर्मचारियों के विरुद्ध (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित होने पर निविदा में भाग नहीं ले सकते।
- निविदादाता जिन्हे पूर्व में संघ द्वारा किसी भी कारण से अयोग्य किया गया है/निलम्बित/ अनुबंध निरस्त किया गया है/ब्लैक लिस्टेड किया गया है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जिनका संघ के किसी भी अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य से/दुग्ध समितियों के पदाधिकारी वित्तीय सम्बन्ध है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जिनका संघ के संचालक मण्डल के सदस्य/दुग्ध समितियों के पदाधिकारी/अधिकारी /कर्मचारी से रक्त सम्बन्ध है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जो दिवालिया /नाबालिग/अस्वस्थ मस्तिष्क के हैं वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जो संघ के समान/प्रतिस्पर्धी कार्य/व्यापार में लिप्त हैं वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता वर्तमान में किसी भी अन्य प्रतिस्पर्धी ब्रांड के कार्यालय/संयंत्र में अनुबंध के अंतर्गत कार्यरत हैं वे इस निविदा में भाग नहीं ले सकते।
- जयपुर दुग्ध संघ में सुरक्षा कार्य के अनुबन्धित ठेकेदार, जयपुर दुग्ध संघ के सभी अनुबन्धित ठेकेदार पशु आहार संयंत्र, कालाडैरा की निविदाओं में भाग नहीं ले सकते।
- वे निविदादाता जिनको निविदा में भाग लेने से सीमित किया जाता है उसके लिये निविदा की विशेष शर्तों में मय सीमित करने का आधार का उल्लेख किया जावेगा।
- निविदादाता द्वारा प्रस्तुत शपथ पत्र में दी गई घोषणा गलत पाये जाने पर धरोहर/सुरक्षा राशि/बैंक गारंटी/अन्य देय भुगतान संघ में जब्त समझी जावेगी एवं टेण्डर की अवधि के दौरान तथ्य उजागर होने पर टेण्डर को निरस्त भी किया जा सकेगा। जिसके लिए निविदादाता स्वयं जिम्मेदार रहेगा।
- निविदादाता को निविदा से सम्बन्धित सभी शर्तें माननी होगी। निविदादाता द्वारा सशर्त निविदा प्रस्तुत किये जाने पर वह निविदा निरस्त मानी जावेगी।
- निविदादाता को जी.एस.टी. में पंजीकृत व पेन नम्बर का प्रमाण पत्र प्रस्तुत करना होगा।
- निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
- निविदादाता को निविदा प्रपत्र व संलग्न दस्तावेजों के प्रत्येक पृष्ठ पर हस्ताक्षर एवं सील अंकित करनी होगी।
- एम.एस.एम.ई. निविदादाता को किसी भी प्रकार की टेण्डर फार्म राशि ई.एम.डी./सिक्योरिटी राशि में छूट नहीं दी जावेगी।
- परिवार के सदस्य जिनके निविदादाता से रक्त सम्बन्ध हैं और जो निविदादाता पर आश्रित हैं वे निविदा में भाग नहीं ले सकते।
- सफल निविदादाता को संघ का नोमिनल सदस्य बनना होगा। इस हेतु रुपये 110/- नकद संघ में जमा करवाकर रसीद प्राप्त की जावेगी एवं इसकी प्रतिलिपि टेण्डर कमेटी को देनी होगी।

अनुभाग III (A) Terms of Reference

1. **Scope of Work:**

Supply of Truck Chassis with Cabin & SS Milk tank for Road Milk tanker-10 KL Capacity

2. **Completion Period:**

The period of completion of work shall be as per purchase order for number of quantities

1. 60 % quantity of Chassis supply within 30 day from the date of issuing P.O and remaining after 40 % quantity for next 20 days

3. **Dividing quantities among more than one bidder at the time of award-** As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offers thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

4. **Liquidity Damages:** In case risk purchases are not effected for any reasons and approved supplier completes the work beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the Milk Unions such late receipt of goods shall be subject to late penalty at following rates:-

- a. If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will be imposed.
- b. If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
- c. If the delay is more than two weeks but less than three weeks, penalty @ 3% will be imposed.
- d. If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
- e. However, in case of persistent delay in the supply of material by the tenderer, the rate contract may be cancelled and security will be forfeited by the JMU.

5. The Jaipur Milk Unions reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 5% in case of delays beyond one month as stipulated above. The JMU further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.

6. **Terms of Payment:**

- a. 30% payment can be taken as advance against the equipment amount of advance Bank Guarantee
- b. 90% Payment after safe arrival of vehicles at site confirming to the technical specification of the tender document. (if 30 % advance payment not taken)
- c. All payments are subject to deduction of statutory dues as applicable.
- d. Performance Security Deduction @ 5% of the work order value shall be retained & shall be

released after completion of order from the date of handing over subject to satisfactory performance.

e. 10 % payment of basic amount will be held for 12-month from delivery successful commissioning.

6 **Fixed Prices** Prices charged by the contractor for goods delivered and services performed under the contract shall not, vary from the prices quoted by the contractor in its bid.

7. All legal proceedings, if necessity arises, to be instituted by any of the parties shall have to be lodged in courts situated at Jaipur and not elsewhere.

8. Security Deposit:

- The successful bidder shall have to deposit the security money 5 % of 56,2500 (Rs Fifty-Six lakh twenty-five thousand) with inclusive of EMD Rs 22,50000/- in 15 days from the date of RAL by demand draft/BG in favour of JZDUSSL, Jaipur. This is inclusive of EMD.
- No interest shall be payable on security deposit.
- In case, successful bidder fails to execute the agreement in given time/submit the action-plan/defaulters to work as per the terms & conditions of contract agreement/any loss to JZDUSSL due to neglect, contravention of the part of contractor, etc. the security money EMD will be forfeited.
- The deposited security money will be refunded after satisfactory supply of Truck Chassis with Cabin Milk tanker-10 KL Capacity

INSTRUCTION TO BIDDERS

GENERAL INFORMATION

SCOPE OF WORK

Supply of Truck Chassis with Cabin & SS Milk tank for Road Milk tanker-10 KL Capacity.

LOCATIONS AND AREA: - **JZDUSS Ltd.** Near Gandhi Nagar Railway Station, Jaipur

ELEGIBILITY AND QUALIFICATION REQUIREMENTS

- ◆ The bidder should have minimum five years of experience in supply of Chassis of 10 kl capacity, to different dairies, & Cooperatives societies, Govt PSU and any government sector etc. The bidder should furnish the purchase order/performance certificate from the client as proof of experience.
- ◆ The bidder should not have been black listed by any dairy, Co-operatives or Government Institutions.
- ◆ Annual Sales turnover should not to be less than 50 % of the estimated value during the last five financial year i.e 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24.

Price Basis:

The quoted prices for the chassis shall be on FOR destination basis, inclusive of all taxes, including GST, packing & forwarding charges, transportation, transit insurance and other incidental charges, loading & unloading charges etc. as applicable.

DOCUMENTS TO BE SUBMITTED IN THE TECHNICAL BID:

Technical Bid should contain information regarding the company/Firm, its registration details, Authorization letter, client list, Performance certificate given by clients if any. Business turns over, experience and other details of the Firms to judge the suitability of the Bidder. Bidder must ensure the following conditions while submitting the bid.

1. Details of the Firm/ Company: Copy of the Registration of the Firm/ Company must be enclosed. In case of authorized wholesalers'/dealer's/ distributors certificate from the original chassis Manufacturers should also be enclosed.
2. Service and Maintenance: Bidders must indicate their sales and support services center in Jaipur and their plan to address issues relating to services, maintenance.
3. Compliance Sheet: Signed and stamped compliance sheet of the technical specification of the offered items must be enclosed with technical bid.
4. Purchase Order: Purchase Order copies of last 3 years to whom similar item has been supplied may also be enclosed.
5. Performance certificate: Performance certificate of last 3 years from the previous clients may also be enclosed. Past performance of the Bidder shall be judged at the time of Technical Evaluation.
6. Photocopy of up to date Annual Turnover Certificate duly certified by Chartered Accountant for last two consecutive financial years, PAN/GST certificate and Audited Financial statement duly certified by chartered.
7. Last 02 financial years copies of Income Tax return must be enclosed with the Technical Bid.
8. If the TECHNICAL BID of the Bidder will be found to be in order then only the Price Bid of the bidder shall be opened.
9. RISL, Tender fee and EMD both to be submitted in shape of Demand Draft in favor of JZDUSS Ltd payable at Jaipur.
10. Tender shall be rejected if the Demand Drafts for the tender form fee and Earnest money are not found in proper.
11. The original bidding document as downloaded by the bidder should be signed & sealed in each page by the bidder as a token of having read, understood & accepted the contents therein.

Tenderers Profile

No	Details			
1	Name of Vendor/ tenderer			
2	Address of Registered Office			
3	Address of Factory/ Works			
4	Name of Contact person			
5	Contact Nos			
6	Type of Firm: Ltd Co/ Pvt. Ltd/ Partnership/ Proprietor			
7	Nature of Firm: Manufacturer/ traders/ Autho. Dist./ Dealer			
8	Year of Establishment			
9	Name of Product, you Deal	Please, Specify in separate sheet (As per Below Format}		
		S.No.	Item Description	Make/ Brand
10	G.S.T.			
11	PAN			
12	Turn Over of Last 3 year (RS)	1	2	3
13	If you have maintained any quality standard			
14	Name of Clients			
15	Bank Details			
16	Documents to be attached	1. Copy of Registration 2. PAN Card 3. GST 4. ISO Certificates 5. Autho. Dealership for chassis of OEM 6. ITR Balance sheet with CA 7. Product Brochures 8. Copy of performance (Min 15)		
Recommendation				
Seal & Sign. Of vendor				

Technical Eligibility Criteria

S.No	Description	Document Furnished (Yes/ No)	Page No.	Remarks
1	Company Qualification and Experience			
a.	Should have minimum 5 Year of experience of delivering such type of chassis			
B	No. of Customers			
C	Govt. Customers			
D	Previous Experience of undertaking Project with Govt will be preferable.			
2	Obligation By the organisation:			
A	Responsibility for Delivering Chassis			
B	The vehicle will be supplied with normal warranty given by the manufacturer			
3	Technical Details required to be Provided			
A	Annual maintenance Contract			
B	Service schedule of offered Chassis			
C	Service Network			
D	On road Service facility			
E	Additional features (if any)			

Technical Specification of Milk Tanker Chassis Capacity 10 KL

S.No.	Item	Specification	Remark
1	Engine Capacity (CC)	3000-3800	
2	Body Style	10 KL Capacity (Gross 10 / 9 KL working)	
3	Chassis With Built Up Cabin	Yes	
4	Type Of Fuel	Diesel	
5	Vehical Emission Complainece	BS VI	
6	Chassis Transmission System	Manual	
7	Max Engine Power BHP	150-160	
8	Max Engine Torque (N-M)	475-550	
9	Engine Aspiration	10 KL Capacity	
10	Number of Cylinder in Engine (Nos)	4 and above	
11	Ground Clearance (MM)	230-250	
12	Wheel Base (MM)	4500 Millimeter (Minimum)	
13	kerb Weight (MM)	4200 kilograms (Minimum)	
14	Type Of Steering	Power	
15	Number of Axle (Nos)	2	
16	Axle Configuration (Number of Outside tyre x Number of Drivinf tyre	4 x 2	
17	Number of Speed / Forward gears (Nos)	6 (Minimum)	
18	ABS Fitted	10 KL Capacity	
19	Type Of Clutch	Latest and as suitable	
20	Design of Chassis	Full Frame Chassis	
21	Body Options	10 KL Capacity	
22	Fuel Tank Capacity (Lit.)	150 (Minimum)	
23	length Of Chassis (MM)	As per lastest RTO rules	
24	Width of Chassis (MM)	As per lastest RTO rules	
25	Height of Chassis (MM)	As per lastest RTO rules	
26	Gradeability of Chassis (%)	18.00 (Minimum)	
27	Type of vehical Tyre	Radial (reputed Brand Only)	
28	Size of Wheel	As per OEM	
29	Standard Sparewheel and Tool Kit	Yes	
30	Vehical mileage (Declared by OEM as certified by test Agency Under Rule (115 of CMVR 1989)	7 (Minimum)	
31	Speed Max (Km / Hr)	As per OEM	
32	Turning Raius (MM)	8300-8500	
33	Warranty period Inclusive of Warranty of Battery (Years)	As per OEM	

34	Battery Warranty (Years)	As per OEM	
35	Warranty Distance (Km)	As per OEM	
36	Number of Free Service	3 (Minimum)	
37	Low Fuel Warrning Light	Yes	

Inspection and Tests

- The JZDUSS or its representative shall have the right to inspect and/or test the goods to confirm their conformity to the contract. The Technical Specifications shall specify what inspections and tests the JZDUSS shall notify the contractor in writing of the identity of any representatives, if retained for these purposes.
- The inspection of the goods shall be carried out to check whether the goods are in conformity with the technical specifications and shall be in line with the inspection/test procedures laid down in the schedule of specifications and the contract conditions.
- The inspections and tests may be conducted on the premises of the contractor or its subcontractor(s) / at point of delivery and/or at the good's final destination. Where conducted on the premises of the contractor or its subcontractor(s) / all reasonable facilities and assistance including access to drawings and production data, shall be furnished to the inspectors at no charge to the JZDUSS. In case of any defects or deficiency notified by the JZDUSS'S inspection authority, the contractor will rectify and make good the same without delay and not proceed further processing of such items(s) of goods without obtaining approval from the inspection authority. Should any inspected or tested goods fail to conform to the specifications/ the JZDUSS may reject them, and the contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the JZDUSS.
- The JZDUSS'S right to inspect, test and, where necessary, reject the goods after the goods' arrival at destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the JZDUSS or its representative.

Packing and Marking

- ❖ The contractor shall provide such packing of the goods as is required to prevent their damage or deterioration n during transit to their destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' destination and the absence of heavy handling facilities at all points in transit & destination.
- ❖ Each package shall be marked to indicate:

- a) Name of the contractor
- b) Details of items in the package
- c) Name of the consignee
- d) Order number
- e) Gross/net and tare weights of the item
- f) Destination

Delivery and Documents

- Delivery of the goods shall be made by the contractor for destination, by road.
- The following documents shall be provided by the contractor / contractor:
Original and three copies of:
 - (i) The contractor's invoice showing order no. Goods description quantity unit price total amount.
 - (ii) Delivery note/packing list/lorry receipt.
 - (iii) Manufacturer's/contractor's guarantee certificate.
 - (iv) Inspection certificate issued by the nominated inspection agency, and the contractor's factory inspection report.
 - (v) Insurance policy.
 - (vi) Excise gate pass/octroi receipts, wherever applicable, duly sealed indicating payments made; and
 - (vii) Any other document evidencing payment of statutory levies.

Note: The nomenclature used for the item description in the invoice/s, packing list/s and delivery note/s etc. should be identical to that used in the order. The dispatch particulars including name of transporter, LR no. and date should also be mentioned in the invoice/s.

The manufacturer (OEM)/ OEMs authorized dealer shall have to arrange **all transit risk insurance ware house to ware house basis**, including strike clauses, for an amount equal to 110 % of the FOR-destination value of the Goods, valid for a period of not less than 3 months after the expected date of arrival of Goods at destination.

In the event of any damage to/loss of consignment in transit, it will be your responsibility to lodge necessary claims with the carriers/ underwriters and pursue them till settlement. Since the insurance policy will be in our name, if required, we shall give you necessary authorization letter authorizing you to lodge and pursue claims on our behalf with the carriers/ underwriters. Also, you shall have to make good the losses/ damages occurred in transit by making replacement /payment to us in the first instance and if claims are settled by the under writers and any amounts are realized by us, the amounts thus realized in settlement of claims shall be reimbursed to you. In other words, the prima facie responsibility rests on you for getting compensation of the damage/losses incurred if any, due to all transit hazards.

Transportation

- The contractor is required to deliver the Goods FOR Destination, by road. Transport of the goods to the destination shall be arranged through a reputed and Bank approved transporter having local offices at destination and Jaipur, and shall be paid for by the contractor.

Incidental Services

1. The contractor is required to provide the following services:
 - a) Performance of on-site assembly, installation, hooking-up to existing system, Start-up, testing, performance trial and handing over of the

- supplied goods;
- b) Furnishing of tools, tackles, jack and spanner etc. required for assembly and maintenance of the supplied goods;
 - c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) Operation, maintenance and repair of the supplied goods for a period of 30 days, provided that this service shall not relieve the contractor of any warranty obligations under this contract; and
 - e) Conduct of training of the JZDUSS'S personnel, on-site, in assembly, start-up operation, maintenance and repair of the supplied goods, if required.
2. Prices charged by the contractor for the preceding incidental services are to be included in the price of the contract.

Warranty/ Guarantee

1. The contractor warrants that the goods supplied under the contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The contractor further warrants that the goods supplied under this contract shall have no defect arising from design, material of workmanship or from any act or omission of the contractor that may develop under normal use of the supplied goods in the conditions. The contract also guarantees that the goods supplied shall perform satisfactorily as per the designed/ rated/installed capacity as provided for in the contract.
- 7 This warranty/guarantee shall remain valid for 12 months/ as per OEM after the goods, or any portion thereof as the case may be, have been delivered & handed over to the JZDUSS after the performance of 30 days trial run period.
- 8 The JZDUSS shall promptly notify the contractor in writing of any claims arising under this warranty.
- 9 Upon receipt of such notice, the contractor shall, with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the JZDUSS.
- 10 If the contractor, having been notified, fails to remedy the defects(s) within a period of 30 days, the JZDUSS may proceed to take such remedial action as may be necessary, at the contractor's risk and expense and without prejudice to any other rights which the JZDUSS may have against the contractor under the contract.
- 11 This warranty/ guarantee shall not cover any damage/s resulting from normal wear and tear or improper handling by the JZDUSS or his authorized representatives.
- 12 Warranty/ guarantee cover for the chassis will be as per OEM offering's

Fixed Prices

- Prices charged by the contractor for goods delivered and services performed under the contract shall not, vary from the prices quoted by the contractor in its bid.

Change Orders

The JZDUSS may, at any time, by a written order given to the contractor, make changes within the general scope of the contract in any one or more of the following:

- (a) Drawings, designs or specifications, where goods to be furnished under

- the contract are to be specifically manufactured for the JZDUSS;
- (b) The method of shipment or packing;
 - (c) The place of delivery; or
 - (d) The services to be provided by the contractor.

If any such change causes an increase or decrease in the cost of, or the time required for, the contractor's performance of any part of the work under the contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract price or delivery schedule, provided that such claims by contractor are reasonable & to the satisfaction of the JZDUSS. Any claims by the contractor for adjustment under this clause must be asserted with in thirty (30) days from the date of the contractor's receipt of the JZDUSS's change order.

Extension of Time of Completion

Should the amount of extra or additional work of any kind or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the contractor, be such as fairly to entitle the contractor to an extension of time for the completion of the works. JZDUSS shall determine the amount of such extension and shall notify the contractor accordingly. Provided that the JZDUSS is not bound to take in accountancy extra or additional works or other special circumstances unless the contractor has with in thirty days after such work has been commenced, or such circumstances have arisen, or as soon the re after as is practicable, submitted to the engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

RTO Fees

Any fees required to submit for the registration purpose of vehicle under Rajasthan Govt. motor rules will be deposited by JZDUSS Ltd.

Chassis Insurance

Bidder must quote the price by considering the cost of insurance for new chassis procurement as per compliance of Raj. Govt. MV compliance norms.

अनुभाग III (B)

निविदा की सामान्य शर्तें

1. निविदा प्रपत्र दो भागों में है (तकनीकी भाग – भाग अ एवं वित्तीय भाग – भागब)। निविदादाता द्वारा दोनो भाग अलग अलग भरे जाने हैं एवं दोनो ही भाग अलग अलग लिफाफों में सीलबंद कर प्रस्तुत करना होगा तथा लिफाफे पर फर्म का नाम इत्यादि विवरण अंकित करना आवश्यक है। ई-टेंडर होने की स्थिति में भाग “अ” तथा भाग “ब” अलग-अलग अपलोड किये जाने हैं।
2. निविदादाता द्वारा प्रस्तुत निविदा के भाग “अ” के साथ विशेष शर्तों के अनुसार धरोहर राशि (अरनेस्ट मनी), टेंडर फार्म फीस के ड्राफ्ट **जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर** के नाम संलग्न करनी होगी एवं टेंडर प्रोसेसिंग फीस का ड्राफ्ट MD RISL के नाम जमा करवाना होगा। जिसके अभाव में निविदा निरस्त मानी जावेगी। सफल निविदादाता की धरोहर राशि सुरक्षा राशि के पेटे समामेलित कर दी जावेगी। ई-टेंडर होने की स्थिति में धरोहर राशि, टेंडर फार्म फीस एवं टेंडर प्रोसेसिंग फीस के ड्राफ्ट की स्केन की हुई कॉपी भाग “अ” के साथ अपलोड की जानी है तथा मूल ड्राफ्ट इस कार्यालय में दिये गये निर्देशों के अनुसार जमा करानी आवश्यक हैं।
3. असफल निविदादाताओं को निविदा प्रक्रिया पूर्ण होते ही उनकी धरोहर राशि लौटा दी जावेगी।
4. धरोहर राशि निम्न कारणों से जब्त की जायेगी :-

1. यदि निविदादाता निविदा खुलने के पश्चात अपनी निविदा वापस लेता है या परिवर्तन करता है।
2. यदि निविदादाता दर स्वीकृति पत्र में दिये गये समय के अंदर सुरक्षा राशि एवं अनुबन्ध नहीं करता है।

नोट : यदि उक्त कारण से निविदादाता की धरोहर राशि जब्त की जाती है तो वह पार्टी भविष्य में संघ में किसी भी निविदा प्रक्रिया में भाग नहीं ले सकेगी। ऐसे निविदादाता जिनकी धरोहर राशि पूर्व में जब्त की जा चुकी है वे इस निविदा में भाग लेने के लिये अयोग्य होंगे।

5. भाग “अ” के साथ सभी प्रकार के दस्तावेज इत्यादि संलग्न/अपलोड किये जाने आवश्यक है। कोई भी आवश्यक दस्तावेज नहीं होने की स्थिति में निविदा अस्वीकृत कर दी जावेगी। भाग “ब” के लिफाफे में सिर्फ वित्तीय भाग ही होना चाहिए।
6. सफल निविदादाता को (विशेष शर्तों के अनुसार, यदि आवश्यक हो तो) बैंक गारन्टी दिया जाना अनिवार्य हैं। जो कि अनुबन्ध समाप्ति की अवधि के छः माह पश्चात तक वैध की होना अनिवार्य हैं।
7. अनुबन्ध की अवधि को संतोषजनक कार्य होने की स्थिति में तीन माह हेतु उन्हीं शर्तों पर बढ़ाया जा सकेगा।
8. अनुबन्ध हस्ताक्षरित करने से पूर्व विशेष शर्तों के अनुसार सिक्क्यूरीटी के रूप में अनुबन्ध राशि की 5 प्रतिशत, राशि जमा करानी होगी जिस पर कोई ब्याज देय नहीं होगा। सुरक्षित राशि अनुबन्धित कार्यावधि सफलतापूर्वक समाप्ति के पश्चात लौटाई जा सकेगी।
9. निविदा प्रपत्र के विशेष शर्तों में कार्य सम्बन्धी समस्त विवरण व शर्तों का विवरण दिया गया है। निविदादाता को इनके प्रत्येक पृष्ठ पर अपने हस्ताक्षर अंकित करके चाहे गये समस्त दस्तावेजों को स्वयं सत्यापित फोटो प्रति तथा अमानत राशि का ड्राफ्ट संलग्न करते हुये पृथक रूप से एक मोहरबन्द लिफाफे में जिस पर निविदा कार्य का नाम व “भाग अ” अंकित करना होगा। ई-टेंडर होने की स्थिति में भाग अ तथा भाग ब अलग अलग अपलोड किये जाने हैं।
10. निविदा प्रपत्र का भाग “ब” में निविदादाता द्वारा दी जाने वाली दर भरी जानी है तथा इस दर के प्रपत्र को एक पृथक मोहरबन्द लिफाफे में जिस पर कार्य का नाम व भाग “ब” अंकित हो प्रस्तुत की जानी है। ई-टेंडर होने की स्थिति में भाग “ब” निर्धारित प्रपत्र में अलग अपलोड किया जाना हैं।
11. उपरोक्त दोनों मोहरबन्द लिफाफे को एक अन्य लिफाफे में मोहरबन्द करके उस पर कार्य विवरण व निविदा खुलने की तारीख अंकित करते हुये निर्धारित अवधि से पूर्व प्रस्तुत किया जाना आवश्यक है। यह सिर्फ उन निविदाओं के लिए लागू होगा जिसमें ई-निविदा नहीं भरी जानी है।
12. निविदादाता द्वारा सम्बन्धित कार्य के लिये प्रस्तुत की जाने वाली निविदा के भाग “अ” में चाही गई वांछित सूचनाएं एवं दस्तावेजों व निर्धारित ई.एम.डी. (अमानत राशि) जमा होने के आधार पर योग्य पाये जाने वाले निविदादाताओं की निविदाओं के सम्बन्धित भाग “ब” को खोला जावेगा।

13. निविदादाता द्वारा प्रस्तुत निविदा पत्र के भाग "अ" में किसी भी अपूर्ण सूचना अथवा सम्बन्धित दस्तावेजों की सत्यापित प्रति या ई.एम.डी. (अमानत राशि) के अभाव में अयोग्य घोषित किये जाने पर उनके द्वारा प्रस्तुत भाग "ब" पर विचार नहीं किया जावेगा ।
14. निविदा पत्र के भाग "ब" में सम्बन्धित कार्य हेतु निविदादाता द्वारा प्रस्तुत दरो का उल्लेख अंको एवं शब्दों में स्पष्ट रूप से अंकित करना आवश्यक होगा । किसी प्रकार की ओवरराइटिंग पर सूक्ष्म हस्ताक्षर करना होगा । किसी संशय की स्थिति में शब्दों में लिखी राशि को ही मान्य किया जावेगा । ई-टेंडर होने की स्थिति में दरें निर्धारित प्रपत्र में ही भरी जानी है ।
15. सफल निविदादाता को जयपुर दुग्ध संघ का नोमिनल सदस्य बनना आवश्यक है ।
16. किसी प्रकार की शर्त जोड़ने एवं हटाने का अधिकार निविदादाता को नहीं होगा ।
17. निविदादाता को निविदा पत्र के समस्त पृष्ठों पर हस्ताक्षर करना आवश्यक होगा । ई-टेंडर होने की स्थिति में प्रत्येक पृष्ठ पर हस्ताक्षर कर अपलोड किया जाना होगा ।
18. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय में निहित रहेगा ।
19. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबन्धकर्ता को इस कार्यालय में सूचित करना आवश्यक है । परन्तु यह परिवर्तन किसी भी पूर्व पार्टनर को अनुबन्ध के दायित्व से मुक्त नहीं करेंगी । परिवर्तन के पश्चात भी अनुबन्धकर्ता फर्म अनुबन्ध की शर्तों से बंधी हुई रहेगी ।
20. कार्य आदेश देने के 15 दिवस के अन्दर समस्त औपचारिकतायें पूर्ण कर कार्य प्रारम्भ करना होगा । जिसके अभाव में कार्य आदेश निरस्त कर अमानत राशि जब्त की जा सकेगी ।
21. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा ।
22. निर्धारित अवधि के बाद प्रस्तुत/अपलोड किये गये निविदा प्रपत्र पर विचार नहीं किया जावेगा ।
23. निविदायें सीलबन्द लिफाफे में प्रकाशित निविदा सूचना एवं टेके की शर्तों के अनुसार निर्धारित समय में संलग्न प्रार्थना पत्र में अपना पूरा स्थायी पता व पत्र व्यवहार करने का पता टेलीफोन नम्बर अपना ई-मेल पता इत्यादि बिना किसी अधिलेखन (OVER WRITING) के प्रविष्टियाँ पूर्ण कर प्रत्येक पृष्ठ पर इस आशय के साथ कि मैंने प्रत्येक शर्त को पढ़ लिया है व समझ लिया है अपने हस्ताक्षर कर जमा कराना होगा । निविदादाता /अनुबन्धकर्ता को कोई भी सूचना उसके ई-मेल के पते पर प्रेषित की जा सकती है । ई-मेल पर भेजी गई सूचना निविदादाता/अनुबन्धकर्ता को उसी दिन प्राप्त हुई मानी जावेगी ।
24. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं , जंहा विशेष शर्तों के अनुसार अनुभव प्रमाण पत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है ।
25. यदि कोई निविदादाता द्वारा कोई तथ्य छुपाया जाता है जोकि अनुबन्ध अवधि में सामने आता है तो अनुबन्ध निरस्त कर धरोहर राशि/सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान जब्त कर लिया जावेगा ।
26. व्यवस्था में परिवर्तन होने पर एवं संघ हित में अनुबन्ध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा ।
27. संघ हित में विशेष परिस्थिति उत्पन्न होने पर अनुबन्ध की शर्तों में कोई शर्त जोड़ी या घटाई जा सकती है ।
28. अनुबन्ध की अवधि अनुबन्धित कार्य प्रारम्भ करने के दिन, जिसकी गणना अनुबन्ध में वर्णित समस्त शर्तों को नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध हस्ताक्षरित किये जाने के उपरान्त कार्य आवंटन दिनांक से की जावेगी । नॉन ज्यूडिशियल स्टाम्प पेपर की कीमत राज्य सरकार द्वारा जारी परिपत्र के प्रावधान के अनुसार होगी, जो कि अनुबन्ध की लागत का 0.25 प्रतिशत तथा अधिकतम 15000/- रु. होगी ।
29. मोहरबन्द निविदा निर्धारित तिथि व समय पर जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर के कार्यालय में खोली जावेगी व उस समय निवेदक स्वयं या उसका अधिकृत प्रतिनिधि को उपस्थित रहने हेतु इजाजत होगी । ऐसा इसलिये भी आवश्यक है कि उस दिन आवश्यक होने पर निविदा दरों पर नेगोशियेशन भी हो सकता है । ई-टेंडर होने की स्थिति में निर्धारित तिथि एवं समय पर निविदाएं डाउनलोड की जावेगी ।
30. निविदादाताओं द्वारा प्रेषित की गई दरें जयपुर दुग्ध संघ प्रशासन के पास विचार कर नियमानुसार स्वीकार करने के लिये निविदा खुलने की तिथि से तीन माह तक खुला रखना होगा ।
31. अनुबन्धकर्ता द्वारा सम्पादित कराये गये कार्य का विवरण के समय निर्धारित प्रपत्र में भुगतान हेतु बिल अनुभाग अधिकारी द्वारा प्रमाणीकरण करवाकर कार्यालय में कार्य पूरा होने अथवा प्रत्येक माह की समाप्ति पर माह की पांच तारीख तक प्रस्तुत किया जायेगा । अनुबन्धकर्ता द्वारा प्रस्तुत बिल में से नियमानुसार कटौती की जावेगी ।
32. अनुबन्धकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विवाद अधिनियम, कांटेक्ट लेबर एक्ट 1970, आयकर अधिनियम, कर्मचारी भविष्य निधि अधिनियम, कर्मचारी राज्य बीमा अधिनियम, बाल श्रमिक रोकथाम एवं रेग्युलेशन एक्ट 1986 एवं आईएसओ 2000 के सिद्धान्तों की अनुपालना स्वयं को करनी होगी ।

33. अनुबंधकर्ता को अपने प्रत्येक कर्मकार के लिये रु. 05 लाख बीमित मूल्य का दुर्घटना बीमा करवाना अनिवार्य है। कार्य के दौरान कर्मकार के साथ किसी भी प्रकार की दुर्घटना होने पर समस्त कार्यवाही करने का दायित्व अनुबंधकर्ता का होगा।
34. अनुबंधकर्ता को अपने कर्मकारों का स्वास्थ्य परीक्षण प्रत्येक 06 माह में करवाना आवश्यक है एवं सम्बन्धित रिकार्ड संस्था में देना होगा।
35. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर/कर्मकार की तरह कार्य नहीं करेगा।
36. कार्य स्थल पर अनुबंधकर्ता अथवा उसका सुपरवाइजर कार्य के दौरान उपस्थित होना चाहिए।
37. अनुबंधकर्ता को कोई भी शर्त जोड़ने अथवा हटाने या परिवर्तन करने का अधिकार नहीं होगा। अनुबंधकर्ता द्वारा किसी भी शर्त के उल्लंघन करने पर शास्ति आरोपित करने अथवा बिना किसी नोटिस या कारण बताये अनुबंध समाप्त करने का अधिकार दुग्ध संघ, जयपुर के प्रशासन का होगा।
38. प्रबन्ध निर्देशानुसार कार्य सम्पादित करवाने हेतु अनुबंधकर्ता को स्वयं या उसके द्वारा नियुक्त प्रतिनिधि/पर्यवेक्षक के माध्यम से सम्बन्धित अनुभाग अधिकारी से अनिवार्य रूप से प्रतिदिन प्रति पारी सम्पर्क स्थापित करना होगा एवं आपात स्थिति में सम्पर्क स्थापित करने हेतु अनुबंधकर्ता या उसके प्रतिनिधि की उपलब्धता के सम्बन्ध में भी प्रबन्ध को अवगत कराना होगा।
39. सम्बन्धित अनुबंधकर्ता से अनुबन्ध अवधि में जो भी सूचना या दस्तावेज इस संघ द्वारा मांगे जावेंगे वे निश्चित अवधि में उपलब्ध करवाने आवश्यक होंगे यदि अनुबन्धकर्ता के द्वारा दस्तावेज/सूचना नहीं दी जाती है तो अनुबन्ध की शर्तों की अवहेलना माना जावेगा तथा प्रबन्धन इस अनियमिता के लिये अनुबन्धकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबन्ध भी निरस्त किया जा सकेगा।
40. अनुबंध अवधि के दौरान कार्य अंसतोषजनक होने पर प्रशासन द्वारा अनुबंध निरस्त किया जा सकता है। इस स्थिति में अनुबंधकर्ता की सुरक्षा राशि/ बैंक गारंटी एवं अन्य देय भुगतान भी जब्त किये जावेंगे।
41. अनुबन्ध अवधि के दौरान अनुबन्धित अनुबंधकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती है तो अनुबन्धकर्ता को बकाया नहीं प्रमाण पत्र एवं धरोहर राशि व अन्य कोई राशि वांछित सूचना उपलब्ध करवाने तक नहीं दी जावेगी। अनुबन्ध अवधि समाप्त हो जाने के पश्चात किसी भी अधिकार के अन्तर्गत यदि कोई सूचना वांछित होती है तो वह सूचना अनुबन्धकर्ता द्वारा उपलब्ध करवाया जाना आवश्यक होगा।
42. निविदा प्रपत्र की सभी शर्तें अनुबन्ध का हिस्सा होगी।
43. यदि राज्य/केन्द्र सरकार द्वारा जीएसटी की दरों में वृद्धि/कमी की जाती है तो उसका समायोजन तदानुसार किया जावेगा। इसके अलावा अन्य कोई नया कर निविदा के पश्चात निर्धारित किया जाता है तो उसका भुगतान देय दरों के अतिरिक्त होगा।
44. पात्रता की शर्त संख्या 11 में निविदा में भाग लेने से अपात्र माने जाने का आधार निम्नानुसार है:-
 1. एक ही ठेकेदार द्वारा समस्त कार्यों का ठेका लेने की सम्भावना बढ जायेगी व किसी भी समय उसके द्वारा कार्य रोके जाने पर पूरा उत्पादन कार्य बाधित हो सकता है।
 2. सुरक्षा व्यवस्था में कार्यरत ठेकेदार यदि अन्य कार्यों का भी ठेका ले लेता है तो उसी के कर्मकार संयन्त्र के अन्दर-बाहर आत जाते रहेंगे। ऐसे में से किसी भी प्रकार की चोरी/अनियमितता होने पर संघ के उच्चाधिकारियों को रिपोर्ट नहीं करेगें एवं कार्य में पारदर्शिता नहीं रहेगी।
 3. एक ही ठेकेदार यदि समस्त कार्यों का ठेका ले लेता है तो यह स्वाभाविक रूप से एकाधिकार व हठधर्मिता प्रदर्शित करेगा।
 4. यह है कि निविदा में ज्यादा से ज्यादा निविदादाता भाग लेने चाहिए जिससे प्रतिस्पर्धात्मक रूप से दरे प्राप्त हो सकती हैं। ऐसे में दुग्ध संघ में कार्यरत वर्तमान ठेकेदारों के अतिरिक्त बाहर से ज्यादा से ज्यादा फर्मों को भाग लेने हेतु प्रोत्साहन मिलेगा।

उपरोक्त समस्त शर्तें पढ ली हैं व मान्य हैं।

अनुभाग IV : Bidding Forms

फॉर्म/दस्तावेज जो की प्रस्तुत किये जाने हैं:-

Form -1 TECHNICAL PROPOSAL SUBMISSION FORM

(On the letter head of the Bidder)

{Location, Date}

To

Managing Director,
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,
Near Gandhi Nagar Railway Station,
Jaipur-
302015, Rajasthan

Dear Sir,

We, the undersigned, offer to provide the services for supply of Truck Chassis with Cabin road Milk tanker-10 KL Capacity. In accordance with your Bid Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as e-procurement portal i.e. <http://eproc.rajasthan.gov.in>

We hereby declare that:

- (a) All the information and statements made in this Bid/Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Bid/Proposal may lead to our disqualification by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur and action may be taken against us under the provisions of the Act and the Rules.
- (b) Our Proposal shall be valid and remain binding upon us for the required period of 90 Days.
- (c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Bid Document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.
- (d) We meet the Eligibility and Qualification criteria as required in the Bid Document.
- (e) Our Bid/Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (f) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the Bid Document.
- (g) We understand that Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Bidder (firm's/ company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form-2

BIDDER'S ORGANIZATION AND EXPERIENCE

Form-2: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should indicate, the duration of the assignment, the contract amount and the Bidder's role/involvement.

Bidder's Organization

1- Name & full address of the firm

Submitting the tender (In block letters)

Phone No. _____ Mobile No. _____

Fax No. _____ Email address _____

2- Addressed to : JZDUSS. Ltd., Near Gandhi Nagar Railway station Jaipur 302015

3- Office Location (Complete address)

.....

Phone No. _____ Mobile No.

Fax No _____ Email address _

4- Name of the person/sauthorizedtoNegotiate and sign the contract

(Designation / status inthefirm)

(Enclose an attested photocopy of power of attorney issued by all partners/director in favour of nominated person).

5- Status of tendererwithsignature

: Individual/ HUF/ firm/ company

(tickmarkonly)

(Specify the details in enclosed annexure-I)

(Mandatory: Before making any change in constitution of the firm, it will be intimated to JZDUSS LTD., Jaipur for approval).

6- Earlier experience in this field(ifany)

: Enclose thedocument/s.

7- Tender Fee Details:

Rs..... DD No..... date...../2024

JZDUSS Ltd. / Name of the Bank..... Branch.....

(The DD should be in favour of JZDUSS Ltd. payable at Jaipur)

8- EMD Details:

DD No..... dated...../2024

JZDUSS Ltd. / Issued byBank.....Branch.

(DD should be infavour of JZDUSS Ltd., payable at Jaipur. No interest will be payable on EMD.)

9- MD RISL Processing FeesDD no..... Date.....Bank Name.....

(in favour of MD RISL)

10. (a)PAN Card/No (Attach attestedPhotocopy)

(b)GSTNNo (Attach attestedPhotocopy)

11. Details of the Bankers: Name.....

Branch.....District.....State.....

12. Acc. No.....IFSC Code.....

FORM -3

Bid Security in form of Bank Guarantee

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

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

Beneficiary:

The Managing Director

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,

Near Gandhi Nagar Railway Station, Jaipur-302015 Rajasthan

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated *[insert date]* (hereinafter called "the Bid") for the execution of services for:- Supply of supply of Truck Chassis with Cabin road Milk tanker-10 KL Capacity

Under Bid No. *[insert BID number]*. Furthermore, we understand that, according to your conditions, bid must be supported by a Bid Security.

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

(a) has withdrawn its Bid/Tender during the period of Bid validity specified by the Bidder in the Form of Bid; or

(b) Having been notified of the acceptance of its Bid by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur during the period of Bid/Tender validity,

(i) Fails or refuses to execute the Contract Form, if required,

(ii) Fails or refuses to furnish the performance security/additional performance security in accordance with the Instructions to Bidders (ITB),

(iii) Does not accept the correction of errors in accordance with the ITB, or

(iv) Breaches any provision of the Code of Integrity specified in ITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) 120 days after the expiration of the Bidder's Bid/Tender. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

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

_____.

Name _____

In the capacity of _____

Signed _____

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

Date _____

Bank's Seal _____ of Bid Security

FORM -4

(ON THE LETTER HEAD OF THE BIDDER)

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

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur-302015, Rajasthan. For **supply of Truck Chassis with Cabin road Milk tanker-10 KL Capacity at Jaipur Milk Union, Jaipur.**

In response to their Bid/Tender No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the JZDUSS Ltd..
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;
6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date: Signature of Bidder/service provider

Place: Name :

Designation:

Address:

FORM -5

(ON THE LETTER HEAD OF THE BIDDER)

POWER OF ATTORNEY

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

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder for **supply of Truck Chassis with Cabin Road Milk tanker-10 KL Capacity**. Including signing and submission of all documents and providing information/responses to JZDUSS Ltd. in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of Acceptance

For Name & signature

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

FORM -6

Format for Pre-bid queries

Name of the Bidder/Service Provider:

Address:

Telephone No.:

Fax No:

Mobile No:

Email ID:

	Section No. – Clause No. – Paragraph/Bullet No.	Corresponding page no in the Bid Document	Particulars of the query / clarification	Remarks of JZDUSS Ltd.

Authorized Signatory

Designation

[The queries have to be submitted through e-mail in word document (not a PDF) to JZDUSS Ltd. dctjicaproject@jaipurdairy.com latest by 7 Days before the date of Pre-bid Conference. The bidder should send the queries through official e-mail IDs only.]

Form No: 7

-: शपथ - पत्र :-

(On the letter head of the Bidder)

मैं / हम निविदादाता पुत्र श्री पता.....
 (फर्म के नाम से निविदा भरने की स्थिति में यह शपथ पत्रा फर्म के प्रोपराइटर/सभी पार्टनर/सभी डायरेक्टर द्वारा भरा जावेगा) सशपथ घोषणा करता हूं कि

1. मैं/हमारे द्वारा जयपुर संघ अथवा संघ के अधिकारियों / कर्मचारियों के विरुद्ध (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं है ।
2. जयपुर संघ द्वारा मेरे/हमारे के विरुद्ध किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं है ।
3. मेरा/हमारा पूर्व में संघ द्वारा किसी भी कारण से अयोग्य नहीं किया गया है/निलम्बित नहीं / अनुबंध निरस्त नहीं किया गया है / ब्लेक लिस्टेड नहीं किया गया है ।
4. मेरा/हमारा संघ के किसी भी अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य से/दुग्ध समितियों के पदाधिकारी (As on date of submission of tender) वित्तीय सम्बन्ध नहीं है ।
5. मेरा/हमारा संघ के संचालक मण्डल के सदस्य/दुग्ध समितियों के पदाधिकारी/अधिकारी /कर्मचारी से रक्त सम्बन्ध नहीं है ।
6. मैं/हम दिवालिया/नाबालिग/अस्वस्थ मस्तिष्क के नहीं है ।
7. मैं/हम संघ के समान/प्रतिस्पर्धी कार्य/व्यापार मे लिप्त नहीं है।
8. मैं/हम वर्तमान में किसी भी अन्य प्रतिस्पर्धी ब्रांड के कार्यालय/संयंत्र में अनुबंध के अंतर्गत कार्यरत नहीं हैं ।
9. मेरे/हमारे द्वारा प्रस्तुत शपथ पत्रा में दी गई घोषणा गलत पाये जाने पर मेरी/हमारी धरोहर /सुरक्षा राशि/बैंक गारंटी/अन्य देय भुगतान संघ में जब्त समझी जावेगी एवं टेण्डर की अवधि के दौरान तथ्य उजागर होने पर टेण्डर को निरस्त भी किया जा सकेगा। जिसके लिए मैं/हम स्वयं जिम्मेदार रहूंगा ।

Form No: 8

TENDER ACCEPTANCE DECLARATION

(On the letter head of the Bidder)

Tender Reference No. _____

Tender ID No. _____

Name of Tender / Work / Item _____

Dear Sir,

I / We have downloaded / obtained the tender documents (s) for the above mentioned "Tender / Work / Item" from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).

1. I / We hereby certify that I/We have read and understood the entire terms and conditions of the tender documents (including all documents like Special Notes, annexure(s), Schedules(s), Specifications of the item(s), etc.) which form part of the contract agreement and I / We shall abide hereby the terms / conditions / clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally agree & accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety.
4. In case any provisions of this tender are found violated or breached then your department / organization shall without prejudice to any other legal right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, With Official Seal & Date)

FORM -9

MANUFACTURER'S AUTHORIZATION FORM

No.

Dated

Managing Director
Jaipur Zila Dugdh utapadak Sahakari sangh Lit

Sub : - Tender reference No. -----

Dear Sir,

We----- an established and reputable manufacturer of -----having-----
----- factories at -----and ----- do hereby authorize M/s. -----
----- (Name and address of Agents) to bid,
negotiate and conclude the contract with you against tender reference No. ----- for the
above said goods manufactured by us.

No company or firm or individual other than M/s. are authorize to bid, negotiate and conclude the contract in regard to this business against this specific tender.

We hereby extend our full guarantee and warranty for the goods offered for supply against your tender.

Yours faithfully,

(NAME)

for and on behalf of M/s

(Name of Manufacturers)

Note : This letter of authority should be on the Letter Head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Scan and upload Chartered Accountant certificate for turnover, GST Certificate, PAN Card and Cancelled Cheque

- 1- The statement of average annual turnover for past Five years out of three preceding financial years from Chartered Accountant with sign, seal and registration number and UDIN number is to be scanned and uploaded
- 2- Copy of GST Registration Certificate and PAN Card is to be scanned and uploaded.
- 3- Copy of cancelled cheque of Bank Account given for RTGS details is to be scanned and uploaded.
- 4- Purchase preference to local enterprises, if applicable, shall be given as per Finance Department Notification SO165 dated 19.11.2015 and SO132 dated 29.08.2018 under Rajasthan Transparency in Public Procurement Act, 2012 (Act no. 21/2012) read with rule 33 of the Rajasthan Transparency in Public Procurement Rules, 2013.

Form -11

(on the letter head of the bidder)

POWER OF ATTORNEY

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

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder for **supply of Truck Chassis with Cabin Road Milk tanker-10 KL Capacity**. Including signing and submission of all documents and providing information/responses to JZDUSS Ltd. in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of Acceptance

For Name & signature

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

अनुभाग – V

CONTRACT FORMS AND PERFORMANCE SECURITY

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

RATE CONTRACT FOR PROVIDING SERVICE FOR

Supply of Truck Chassis with Cabin & SS Milk tank for Road Milk tanker-10 KL Capacity

Between

Managing Director,
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,
Near Gandhi Nagar Railway Station, Jaipur-302015
and

[Name of the Bidder/Service Provider]

Dated:

AGREEMENT

(On non judicial stamped paper of appropriate value)

- 1) An agreement made this _____ day of _____ between M/s. _____ hereinafter called "approved Bidder/Service Provider " which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Near Gandhi Nagar Railway Station, Jaipur-302015(hereinafter called "the which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
- 2) Whereas the approved Bidder/Service Provider has agreed with the Jaipur Dairy for **supply of Truck Chassis with Cabin for Road Milk tanker-10 KL Capacity**, etc all those articles set forth in the LOI/LOA/work order issued vide No. _____ and in the manner set forth in the aforesaid order.
- 3(a) And whereas the approved Bidder/Service Provider has deposited a sum of Rs. _____ in form of Bank Guarantee as Performance security for the due performance of the agreement.
- 3(b) And whereas the approved Bidder/Service Provider has agreed:
to keep the performance security with the Jaipur Dairy in form of Bank Guarantee for contract period or such extended period so as to cover the period of performance of contract i.e. for supply of Truck Chassis with Cabin for Road Milk tanker-10 KL Capacity
 - (i) etc as per the LOI/LOA/ work order.
 - (ii) That no interest shall be paid by the Jaipur Milk Union on the performance security deposit.
 - (iii) That in case of breach of any terms & conditions of the aforesaid conversion LOI/LOA/work order of this agreement by the approved Bidder/Service Provider, the amount of the performance security shall be liable to forfeiture in full or part by the Federation.

NOW THESE PRESENT WITNESS

- 1) In consideration of the payment to be made by the Jaipur Dairy at the rates set forth in the aforesaid LOI/LOA/work order, the approved Bidder/Service Provider will duly supply of Truck Chassis with Cabin & SS Milk tank for Road Milk tanker-10 KL Capacity all those articles set forth in the work order issued and in the manner set forth and within the period stipulated in the conditions of the Bid/tender and order.
- 2) The conditions of the Bid/Tender as given in the Bid/tender document for the work, conditions of the aforesaid LOI/LOA/work order and also any subsequent amendment as may be issued by the Jaipur dairy will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) That all the terms and conditions of the Bid/Tender Form including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder/Service Provider.
 - (a) For any shut down / break down in the equipment / plant at the Jaipur Dairy for which the delay occurs for the unloading of trucks received than no penalty will be charged from approved bidder / service provider.
 - (b) In the event of receiving repeated complaints in writing from the Jaipur Dairy, MD, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., may decide to recover suitable amount towards such losses from the approved Bidder/Service Provider and such decision of MD, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. shall be final and binding on the approved Bidder/Service Provider.
- 4) The mode of payment will be as specified in the Bid documents. Work shall be effected and completed in the manner and time specified in the LOA/work order/bid document. In case the approved Bidder/Service Provider fails to execute the work within the time specified in the aforesaid LOA/work order, the conditions of liquidated damages and penalty those for late completion of work as stipulated in the aforesaid work order/contract shall be enforced.

If the Bidder/Service Provider considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Jaipur dairy, to execute the work. The Jaipur dairy, after considering the reasons and justifications, may consider request without liquidated damages.

- 5) **Amicable Settlement**

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.
- 6) All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties.
- 7) All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Jaipur.
- 8) All terms & conditions of the tender shall be part of this agreement.

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

SIGNATURE OF THE
APPROVED SUPPLIER:

SIGNATURE FOR AND ON
BEHALF OF the JZDUSSL:

Witness No.1

Witness No.1

Signature : _____

Signature: _____

Name : _____

Name : _____

Address : _____

Address : _____

Witness No.2

Witness No.2

Signature : _____

Signature : _____

Name : _____

Name : _____

Address : _____

Address : _____