



JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LIMITED

E-BID DOCUMENT

FOR

PROCUREMENT

OF

**MULTILAYER ASEPTIC PACK UHT
GHEE LAMINATE**

FOR

PACKING 1 LIT. GHEE

ON RUNNING RATE CONTRACT BASIS

Single Stage - Two Parts

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LIMITED

NEAR GANDHI NAGAR RAILWAY STATION, JAIPUR – 302015

Ph. No. 2713666-69 :: Website : www.jaipurdairy.com

E-Mail : jaipurdairy@jaipurdairy.com

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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/Bid document.
- 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/Bid document.

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**RATE CONTRACT FOR PROCUREMENT OF MULTILAYER
 ASEPTIC PACK UHT GHEE LAMINATE FOR PACKING 1 LIT.
 GHEE**

Critical Dates

S.No	Particulars	Date
1.	Date & time of uploading tender document by Jaipur Dairy.	26.03.2026 from 06:00 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	26.03.2026 from 06:00 PM
3.	Pre-Bid meeting at meeting room in administrative building of Jaipur Dairy, Jaipur	30.03.2026 at 12:00 pm
4.	Last time and date up to which Bids can be submitted/ uploaded on e-procurement website	10.04.2026 till 01:00 pm
5.	Last date & time for submission of fees following in original and physical form:	10.04.2026 till 03:00 pm
	Bid-security/EMD: Rs. 8,00,000 /- by DD / banker cheque / pay order (CTS only)/ BG in name of JZDUSS Ltd., Jaipur	
	Tender document fee: Rs.2500/- by DD / banker cheque / pay order (CTS only) in name of JZDUSS Ltd., Jaipur	
	RISL Processing fees: 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	11.04.2026 from 01:00 PM
7.	Time and date of opening of Financial Bid	To be informed later

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.
Near Gandhi Nagar Railway Station, Jaipur
PABX No. : 91-0141-2713666-69 (4 Lines) , Sales :91-0141-2713670 Fax No. :
0141-2711075, MANAGER (PLANT): 0141-2711583
E-Mail : jaipurdairy@jaipurdairy.com Website : <http://www.jaipurdairy.com>

TENDER – FORM

Subject: RATE CONTRACT FOR SUPPLY OF 1 LIT. GHEE

- 1) Last Date & Time for Submission: 10.04.2026 till 01.00 pm
- 2) Date & time for opening of the Tender
(Technical bid only): 11.04.2026 from 01.00 pm
- 3) Estimated value of Contract: Rs. 4 crore
- 4) Earnest Money Deposit: Tender form must be accompanied with Earnest money deposit of Rs. 8,00,000/- (Rs. Eight lakh) The EMD should be in the form of DD/BG in favour of “Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited” without which the tender form will not be considered.
- 5) Tender Fee (non-refundable) : Rs. 2500/- (Rs. Two thousand five hundred)
by Demand draft/cash only in
favour of JZDUSS LTD. Ltd., payable at Jaipur.
- 6) Tender Processing Fee(non-refundable): Rs. 2500/- (Rs. Two thousand five hundred)
Demand draft in favour of MD, RISL, payable at Jaipur.
- 7) The Bid is for a Rate Contract for one year.
- 8) 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.rajajasthan.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 a 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 Limited, Jaipur after last time and date of Bid submission and before Time and date of opening of technical Bid, or as specified in Bid Document, failing in which the bid shall be rejected.
- 9) The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.
- 9) For any queries regarding this tender contact Mr. Rajesh Choudhary (+91-9887116395), Mr. Bhim Raj Sharma (+91-9314095588)

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

जयपुर दुग्ध संघ में Multilayer Aseptic Pack UHT Ghee Laminate For Ghee की आपूर्ति हेतु ई-निविदा (<https://eproc.rajasthan.gov.in>) पर आमंत्रित की जाती हैं। विस्तृत शर्तें/महत्वपूर्ण दिनांक इत्यादि संघ की वेबसाइट www.jaipurdairy.com एवं sppp.rajasthan.gov.in/पर भी देखी जा सकती हैं।

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर

गाँधी नगर रेलवे स्टेशन के पास, जयपुर-302015

फोन: 0141.2713666-69 फैक्स : 0141-2711075 सरस हेल्पलाईन नं. : 0141-2709444-45

क्रमांक :-एफ (7) जजिदुससंसलि./ कय/ 2025-26/ 36981-85 दिनांक :-18.03.2026

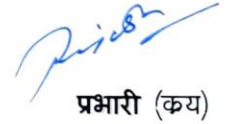
निविदा-सूचना

जयपुर दुग्ध संघ में मल्टीलेयर असेप्टिक पैक UHT घी लैमिनेट, फ्लेवरड मिल्क कैन 200ml, साल्ट फॉर बायलर, CFC फॉर श्रीखंड कप 100 gm, टैंकर सील, इत्यादि पैकेजिंग मटेरियल की आपूर्ति हेतु निविदा sppp.rajasthan.gov.in पर आमंत्रित की जाती हैं। विस्तृत शर्तें/महत्वपूर्ण दिनांक इत्यादि संघ की वेबसाइट www.jaipurdairy.com पर भी देखी जा सकती हैं।


प्रबन्ध संचालक

प्रतिलिपि-

1. प्रबन्धक (संयंत्र/न्यू प्लान्ट/वित्त एवं लेखा /अभियांत्रिकी) दुग्ध संघ, जयपुर।
2. प्रबन्धक (प्रचार) दुग्ध संघ, जयपुर -को भेजकर निदेशित है कि उक्त सूचना को एक राज्य स्तरीय समाचार पत्र एवं उपरोक्त वेबसाइट में प्रकाशित करावें।
3. नोटिस बोर्ड - 1 एवं 2
4. कार्यालय पत्रावली/मास्टर फाईल।


प्रभारी (कय)

(ITB)

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

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

		1.1.10	“Instructions to Bidders (ITB)”, “Bid Data Sheet (BDS)” are the documents which provide the Bidders/Tenderer with information needed to prepare their Bids. In case of any variation in the same, the Bid Data Sheet will prevail.
		1.1.11	“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by JZDUSS Ltd., Jaipur to the selected successful Bidder/Tenderer.
		1.1.12	“Personnel” means professionals and support staff which will be working for the Bidder/Tenderer to perform the Goods.
		1.1.13	“Bid/Proposal” means the Technical Bid/Proposal and the Financial Bid/Proposal submitted by the Bidder/Tenderer.
		1.1.14	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.15	“Goods” means the tasks to be performed by the selected Bidder/Tenderer within the Contract period.
		1.1.16	Terms not defined here shall have the same meaning as given to them in the Act.
2.1	Scope of Bid	2.1.1	In support of the Invitation to Bid indicated in the Bid Data Sheet (BDS), (The Procuring entity) Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur issues this Bidding Document for the supply of Goods and Related Services incidental there to as specified in Schedule of Supply.
		2.1.2	Throughout this Bidding Document: i. The term “in writing” means communicated in written form through letter/fax/e-mail etc. with proof of dispatch; ii. If the context so requires, singular means plural and vice versa; and iii. “Day” means calendar day.
2.2	Source of Funds	2.2.1	The expenditure for procurement of Goods/ equipment and Related Services will be met by the provisions/ resources of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur (Procuring Entity).
2.3	Code of Integrity	2.3.1	Any person participating in the procurement process shall - (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;

			<ul style="list-style-type: none"> (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement process; (g) disclose conflict of interest, if any; and (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
	Conflict of Interest	2.3.2	<p>A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.</p> <ul style="list-style-type: none"> i. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to: <ul style="list-style-type: none"> a. Have controlling partners/shareholders in common; or b. Receive or have received any director in direct subsidy from any of them; or c. Have the same legal representative for purposes of this Bid; or d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or e. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Related Services that are the subject of the Bid; or g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer- in-charge/ consultant for the contract.
			<ul style="list-style-type: none"> ii. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in the Bidding Forms.

	Breach of Code of Integrity by the Bidder:	2.3.3	Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
2.4	Eligible Bidders	2.4.1	As specified in the Act and Rajasthan Transparency in Public Procurement Rules.
		2.4.2	No Bidder who is not registered under the GST prevalent in the State where his business is located shall bid. The Goods Service Tax Registration Number must be quoted.
		2.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		2.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by - (a) any Procuring Entity, if debarred by the State Government; and (b) a Procuring Entity if debarred by such procuring Entity.
3. Contents of Bidding Document			
3.1	Sections of the Bidding Document	3.1.1	The Bidding Document consists of Sections indicated below, and should be read in conjunction with any Addenda issued there to: Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Qualification and Evaluation Criteria Section IV. Schedule of Supply Section V. Bidding Forms Section VI(A). General & Special Conditions of Contract (GSCC) Section VI(B). Contract Forms and Performance Security The Notice Inviting Bids issued by the Procuring Entity shall also be a part of the Bidding Document.
		3.1.2	i. The Bidding Document shall be placed on the website of State Public Procurement Portal www.sppp.rajasthan.gov.in , e- Procurement Portal website www.eproc.rajasthan.gov.in and the departmental website www.jaipurdairy.com . The prospective Bidders shall be permitted to download the Bidding Document from the website and pay its price while submitting the filled-up Bidding Document to the e- procurement website www.eproc.rajasthan.gov.in , as per procedure laid down in the bidding document.
		3.1.3	The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal/e-Procurement Portal.

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

		3.1.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
3.2	Clarification of Bidding Document and Pre-Bid Conference	3.2.1	The Bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the Goods and Related Services to be supplied. If any Bidder has any doubts as to the meaning of any portion of the conditions or of the specifications, drawings etc., it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Procuring Entity in writing at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing to any request for clarification, within seven days, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of Bids. The Procuring Entity shall forward copies of its response to all Bidders who have acquired/procured the Bidding Document directly from it including a description of the inquiry but without identifying its source. It shall also be placed on the websites of State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under Amendment of Bidding Document.
		3.2.2	The Bidder or his authorized representative is invited to attend the Pre-Bid Conference, if provided for in the BDS. The purpose of the Pre-Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage.
		3.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity not later than one week before the Pre-Bid Conference.
		3.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who have acquired the Bidding Document and will also be placed on the State Public Procurement Portal. Any modification to the Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bidding Document) and not through the minutes of the Pre-Bid Conference.
		3.2.5	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addenda which will form part of the Bidding Document.

		3.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
3.3	Amendment of Bidding Document	3.3.1	Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all Bidders who have obtained the Bidding Document directly from the Procuring Entity. It shall also be uploaded on the website of State Public Procurement Portal for prospective bidders to download.
		3.3.2	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document.
		3.3.3	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, under due intimation to the Bidders who have procured the Bidding Document from the Procuring Entity and also by uploading it on the website of State Public Procurement Portal.
4. Preparation of Bids			
4.1	Cost of Bidding	4.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
4.2	Language of Bid	4.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages duly accepted by the Bidder in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
4.3	Documents Comprising the Bid	4.3.1	The Bid shall comprise of two envelopes (e-envelope on www.eproc.rajasthan.gov.in) submitted simultaneously, one containing the Technical Bid and the other the Financial or Price Bid. (BOQ) Further technical bid and the financial bid shall contain documents as per Bid Data Sheet.
4.4	Bid Submission Sheets and Price Schedules	4.4.1	The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Sheets provided in Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in ink or typed with the information requested.
		4.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms provided in Bidding Forms.
4.5	Alternative Bids	4.5.1	Unless otherwise specified in the BDS, alternative Bids shall not be considered.
4.6	Currencies of Bid.	4.6.1	The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.

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

4.7	Documents Establishing the Eligibility of the Bidder	4.7.1	To establish their eligibility Bidders shall complete the eligibility declarations in the Bid Submission Sheet and Declaration Forms included in Bidding Forms.
4.8	Documents Establishing the Eligibility of the Goods and Related Services	4.8.1	To establish the eligibility of the Goods and Related Services, Bidders shall complete the declarations in the Technical Bid, Price Bid Forms included in Bidding Forms.
4.9	Documents, Tests, Samples and Trials Establishing the Conformity of the Goods and Related Services to the Bidding Document	4.9.1	To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and conformance to BIS or other acceptable codes) and were asked for, supply samples, demonstrate trials or carry out tests as specified in Schedule of Supply and any amendment there of issued in accordance with Amendment of Bidding Document.
4.10	Documents Establishing the Qualifications of the Bidder	4.10.1	To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Bid the documentary evidence indicated for each qualification criteria specified in Qualification and Evaluation Criteria.
4.11	Period of Validity of Bids	4.11.1	Bids shall remain valid for the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		4.11.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If it is so requested, Bid Security shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.
4.12	Bid Security	4.12.1	Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, a Bid Security in original form and in the amount and currency specified in the BDS.
		4.12.2	Bid Security shall be 2% of the estimated value of subject matter of procurement put to bid or as specified by the State Government.
		4.12.3	The Bid Security may be given in the form of banker's cheque or bank demand draft or bank guarantee, in specified format, of a Scheduled Bank in India.

		4.12.4	In lieu of Bid Security, a Bid Securing Declaration shall be taken from Departments of the State Government and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are controlled or managed by the State Government and Public Sector Enterprises of Central Government. For the Bid Securing Declaration, the Bidder shall use the form included in Bidding Forms.
		4.12.5	Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		4.12.6	Bid Security of a Bidder lying with the Procuring Entity in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however, be taken into consideration in case Bids are re-invited.
		4.12.7	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
		4.12.8	Prior to presenting a submission, a Bidder may request the Procuring Entity to confirm the acceptability of proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified. The Procuring Entity shall respond promptly to such a request.
		4.12.9	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		4.12.10	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of the successful Bid and signing of Contract Agreement and submission of Performance Security by the successful Bidder.
		4.12.11	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely: - when the Bidder withdraws or modifies his Bid after opening of Bids; or when the Bidder does not execute the agreement within the specified time after issue of letter of acceptance/ placement of supply order; or when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
			when the Bidder does not deposit the Performance Security in the specified time period after the supply / work order is placed; or if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders specified in the Act or if the Bidder does not accept the correction of its Bid Price pursuant to Correction of Arithmetical Errors.

		4.12.12	In case of the successful Bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful Bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.
		4.12.13	The Bid Security of a Joint Venture, Consortium or Association must be in the name of the Joint Venture, Consortium or Association that submits the Bid. If the Joint Venture, Consortium or Association has not been legally constituted at the time of Bidding, the Bid Security shall be submitted in the names of all future partners as named in the letter of intent.
.13	Format and Signing of Bid	4.13.1	The E-Bidder shall prepare the Technical Bid and the Financial Bid as specified on the State e-Procurement Portal, http://eproc.rajasthan.gov.in .
5. Submission and Opening of Bids			
5.1	Sealing and Marking of Bids	5.1.1	Bidders shall submit their Bids electronically only as specified on the State e-Procurement Portal, http://eproc.rajasthan.gov.in .
5.2	Deadline for Submission of Bids	5.2.1	Bids shall be submitted electronically, where asked for at the place and up to the time and date specified in the Notice Inviting Bids or an extension issued thereof.
5.3	Late Bids	5.3.1	The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids.
5.4	Withdrawal, Substitution and Modification of Bids	5.4.1	Withdrawal, substitution and modification of bids shall be as given on the www.eproc.rajasthan.gov.in .
5.5	Bid Opening	5.5.1	Bid opening shall be as given on the www.eproc.rajasthan.gov.in .
6. Evaluation and Comparison of Bids			
6.1	Confidentiality	6.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		6.1.2	Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
		6.1.3	Notwithstanding Confidentiality clause, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing.
		6.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

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

6.2	Clarification of Technical or Financial Bids	6.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		6.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		6.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		6.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
6.3	Deviations, Reservations and Omissions in Technical or Financial Bids	6.3.1	During the evaluation of Technical or Financial Bids, the following definitions shall apply: <ul style="list-style-type: none"> i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
6.4	Nonmaterial Nonconformities in Technical or Financial Bids	6.4.1	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
		6.4.2	Provided that a Technical or Financial Bid is substantially responsive, the Procuring Entity may request that the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements.
			Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

6.5	Correction of Arithmetical Errors in Financial Bid	6.5.1	<p>Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:</p> <ul style="list-style-type: none"> i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
		6.5.2	If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.
6.6	Preliminary Examination of Technical or Financial Bids	6.6.1	The Procuring Entity shall examine the Technical or Financial Bids to confirm that all documents and technical documentation requested in Documents Comprising the Bid have been provided.
6.7	Responsiveness of Technical or Financial Bids	6.7.1	The Procuring Entity's determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself, as defined in Documents Comprising the Bid.
6.8	Examination of Terms and Conditions of the Technical or Financial Bids	6.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the Bidding Documents have been accepted by the Bidder without any material deviation or reservation.
6.9	Evaluation of Qualification of Bidders in Technical Bids	6.9.1	The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. Factors not included in Qualification and Evaluation Criteria shall not be used in the evaluation of the Bidder's qualification.

6.10	Price and/ or Purchase Preference	6.10.1	Price and/ or Purchase Preference, if applicable, shall be given in accordance with the policy of State Government notified /prevalent at the time of issue of NIB.
6.11	Evaluation of Financial Bids	6.11.1	The Procuring Entity shall evaluate each Financial Bid, the corresponding Technical Bid of which has been determined to be substantially responsive.
		6.11.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in Qualification and Evaluation Criteria. No other criteria or methodology shall be permitted.
		6.11.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: <ul style="list-style-type: none"> i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors; iii. price adjustment due to discounts offered, if permitted; iv. price and/ or purchase preference in accordance with relevant clause; v. price adjustment due to application of all the evaluation criteria specified in Qualification and Evaluation Criteria. These criteria may include factors related to the characteristics, performance, and terms and conditions of procurement of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of the Bids, unless otherwise specified.
		6.11.4	i. Unless otherwise specified in BDS, the evaluation of the total Price of a Bid shall be the price of delivering the Goods and Related Services at the site(s) or place(s) of delivery specified in Schedule of Supply, including all taxes and duties payable on them, insurance, transport, loading, unloading, erecting, stacking, testing, commissioning, etc.
6.12	Comparison of Bids	6.12.1	The Procuring Entity shall compare all substantially responsive Bids to determine the lowest-evaluated Bid, in accordance with Evaluation of Financial Bids.
6.13	Post qualification of the Bidder	6.13.1	The Procuring Entity shall determine to its satisfaction that the Bidder that is selected as the lowest Bidder is qualified to perform the Contract satisfactorily.
6.14	Negotiations	6.14.1	Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.

		6.14.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- i. when ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. when the rates quoted vary considerably and considered much higher than the prevailing market rates.
		6.14.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		6.14.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		6.14.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		6.14.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation till the counter offer is accepted and supply order may be awarded to the Bidder who accepts the counter-offer.
		6.14.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
6.15	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	6.15.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
2. Award of Contract			
7.1	Procuring Entity's Right to Vary Quantities	7.1.1	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

		7.1.2	Repeat order for additional quantities may be placed within one month of completion of the supply. The value of the additional quantities may be upto 50% of the value of goods of the original Contract at the rates and conditions given in the Contract, provided the original supply order was given after inviting open competitive bids. Delivery period of goods may be proportionately increased.
7.2	Dividing quantities among more than one Bidder at the time of award	7.2.1	As a general rule all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidders in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted. Counter offer to first lowest Bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest Bidder (L2), third lowest Bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities shall not be deemed to be a negotiation.
7.3	Acceptance of the successful Bid and award of contract	7.3.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		7.3.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
		7.3.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		7.3.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.
		7.3.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		7.3.6	If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the successful Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the successful Bidder given in its Bid.

7.4	Signing of Contract	7.4.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
		7.4.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		7.4.3	The Bid Security and samples, if any, of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful Bidder is signed and his Performance Security is obtained.
7.5	Performance Security	7.5.1	Performance Security shall be solicited from the successful Bidder except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
		7.5.2	The amount of Performance Security shall be five percent, or as specified in the BDS, of the amount of the supply order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS.
		7.5.3	Performance Security shall be furnished in the form as specified in BDS.
		7.5.4	Performance Security is to be furnished in the form of a Bank Demand Draft only.
		7.5.5	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		7.5.6	Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited in the following cases :- i. when the Bidder does not execute the agreement within the specified time period after issue of letter of acceptance/ placement of supply order; or

			<ul style="list-style-type: none"> ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the timespecified; or iii. when Bidder fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or iv. when any terms and conditions of the contract is breached; or v. Failure by the Bidder to pay the Procuring Entity any established dues under any other contract; or vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document. <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
8. Grievance Handling Procedure during Procurement Process (Appeals)			
8.1	Grievance Redressal	8.1.1	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Annexure- I of ITB to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First Appellate Authority: - Chairman, JZDUSS LTD. Second Appellate Authority: - M.D., RCDF.</p>
8.2	Filing an appeal	8.2.1	<p>If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved.</p>
		8.2.2	<p>Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings.</p>
		8.2.3	<p>Provided further that in case a Procuring Entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a Bidder whose technical Bid is found to be acceptable.</p>

8.3	Appeal not to lie in certain cases	8.3.1	<p>No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely: -</p> <p>(a) Determination of need of procurement;</p> <p>(b) Provisions limiting participation of Bidders in the Bid process;</p> <p>(c) The decision of whether or not to enter into negotiations;</p> <p>(d) Cancellation of a procurement process;</p> <p>(e) Applicability of the provisions of confidentiality.</p>
8.4	Form of Appeal	8.4.1	<p>An appeal shall be in the Annexure-I Form along with as many copies as there are respondents in the appeal.</p> <p>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.</p> <p>Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.</p>
8.5	Fee for filing appeal	8.5.1	<p>A. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees tenthousand, which shall be non-refundable.</p> <p>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.</p>
8.6	Procedure for disposal of appeals	8.6.1	<p>1. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.</p>
		8.6.2	<p>2. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall -</p> <p>i. Hear all the parties to appeal present before him; and</p> <p>ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.</p> <p>3. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.</p> <p>4. The order passed under sub-clause above shall be placed on the State Public Procurement Portal.</p>

FORM No. 1
[See rule 83]

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

Appeal Noof
Before the (First / Second Appellate Authority)

1. Particulars of appellant:
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:

2. Name and address of the respondent(s):
 - 1.
 - 2.
 - 3.

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

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

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

6. Grounds of appeal:
.....
.....
..... (Supported by an affidavit)

7. Prayer:
.....
.....
Place

Date

Appellant's Signature

Section II

BID DATA SHEET

BID DATA SHEET

1	PROCUREMENT OF MULTILAYER ASEPTIC PACK UHT GHEE LAMINATE FOR PACKING 1 LIT. GHEE
1.1.1	The Procuring Entity: - Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur-17.
1.1.2	Bids are invited for supply of the above-mentioned goods to JZDUSS LTD from bonafide manufacturers or their authorized suppliers on a rate contract basis for a period of one year which may be further extended by another period of three months on the same terms & conditions and price.
1.1.3	The bidders are required to note that purchase orders released by the Milk Unions/Units within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate.
2	Bidding Documents
2.1.1	The bidder shall be deemed to have carefully examined the specifications as given in the bidding document. If any clarification is required contact Dy. Manager (Purchase), JZDUSS LTD,
2.2.1	A pre-bid conference shall be held, however clarification if any through e-mail can be sought by prospective bidders/bidders upto 12.00 PM on 06.06.2023
3	Preparation of Bids
3.1.1	The language of the bid is English and uploading documentation in Hindi/English is permitted.
3.2.1	Bid is required to be submitted in two parts :- technical bid and financial bid

3.4.1	<p>The bidder shall submit with the its technical bid on www.eproc.rajasthan.gov.in website, the following documents: -</p> <ul style="list-style-type: none"> • Bid acceptance letter to be given on firm’s letter head duly signed with seal in the format given at Tech-1 is to be scanned and uploaded. • Bidders’ organization details to be given on the firm’s letter head duly signed with seal inthe format given at Tech-2 is to be scanned and uploaded. • Bidders work experience details to be given on the firm’s letter head duly signed with seal in the format given at Tech-3 is to be uploaded alongwith copies of purchase orders. • The statement of average annual turnover for past two financial years out of last three preceding financial years from Chartered Accountant with sign, seal and registration number and UDIN number of C.A. is to be scanned and uploaded at Tech-3(i). • Declarations and undertaking for installed manufacturing capacity of bid item is to be scanned and uploaded at Tech-3(ii). • If manufacturer, please upload scanned copy of manufacturing license, Udyog Aadhar etc., if not, then manufacturer’s authorization form duly signed with seal by the manufacturer on the manufacturing firms letter head in the format given at Tech-4 is to be scanned and uploaded. • Upload scanned copy of GST Registration Certificate and PAN Card at Tech-8. • Upload scanned copy of cancelled cheque of Bank Account given for RTGS details at Tech-8. • Upload scanned copy of ISO certification of the plant for manufacturing of multi layered Aseptic Laminate at Tech-8. • If bid security is being given in the form of Bank Guarantee, it may be given in the format given at Tech-5. • Declaration by the bidder in compliance of section 7 & 11 of the Act be given on the firm’s letter head duly signed with seal in the format given at Tech-6 is to be scanned and uploaded. • Declaration of Authorization to sign on behalf of the Bidder in the form of Power of Attorney/ Board Resolution/ Letter of Authorization written on stamp paper of appropriate value and attested by notary be scanned and uploaded in the format given at Tech-7. • Upload scanned copy of requisite, applicable, appropriate licences like BIS Certificate/Agmark Certificate/Drug Licence etc. for the tendered item, if required at Tech-8. • Upload scanned copy of duly filled and signed Tech-10 giving details of the installed plant capacity and the offered quantity of GHEE laminate.
	<p>Note:- Scan/Photo copy of all documents being uploaded with the technical bid should be self-attested.</p>
3.6.1	Alternative bids are not permitted.
3.7.1	The terms of quoted price are F.O.R. Jaipur Milk Union, inclusive of all expenses and applicable GST and taxes.

3.7.2	The Goods & Service Tax and any other taxes as prevailing upto the last date of submission of bid must be included in the net F.O.R. Rate. This however should be shown separately, so that in the event of any change in the GST/taxes by the Government (State or Central), the same will be considered for increase/ decrease over the net F.O.R. rates.
3.8.1	The currency of bids is in Indian Rupees.
3.9.1	Bid validity period is 120 days.
3.10.1	The bid security shall be required in form of DD/Bank Guarantee
3.11.1	A pre-bid conference shall be held, at 12.00 PM on 20.06.2023
4	Submission of bids
4.1.1	The bid is to be submitted electronically on the website of www.eproc.rajasthan.gov.in .
5	Evaluation and comparison of bids.
5.1.1	Bid evaluation and comparison shall be as per bid documents.
6	Award of contract
6.1.1	Quantity can be divided among more than one bidder (Parallel Rate Contract) at the price and conditions of the lowest evaluated bid. The Sangh may also execute parallel rate contract with more than one firm for each item on the lowest approved rates on the same terms & conditions, if the original lowest one each not in a position to supply material as per Sangh's requirements or when it is considered that the material is of critical and vital nature and it is necessary to have more than one supplier for operational flexibility. JZDUSS LTD reserves the right to select one or more firms for supply of bid item(s) looking to the critical and vital nature, operational flexibility, consistent and regular supplies. JZDUSS LTD also reserves the right to allocate quantities in the ratio it deems appropriate with higher weightage to the qualified lowest bidder.
6.2.1	The contract agreement is valid for one year, further extendable for three months at same rate and terms & conditions.
6.3.1	The performance security amount required to be deposited is 5% of the contract value. The performance security must be furnished in the form of either Bankers Cheque/Pay order/Bank Draft issued by a scheduled bank in India. OR in form of Bank Guarantee. The validity period of BG shall be of 18 months from the date of issuance of Rate Approval Letter.
7	Grievance handling procedure during Procurement Process
7.1.1	The Designation and complete Address of First Appellate Authority is Chairman, JZDUSS LTD, Jaipur.
7.2.1	(b) The Designation and complete Address of Second Appellate Authority is M.D RCDF, Jaipur

Section III

Qualification and Evaluation Criteria

Section III

Section III: Qualification and Evaluation Criteria

- I. The Bidder must be an experienced manufacturer or authorized by him for supplying the subject matter of goods.
- II. The bidder shall be considered eligible only if the bidder's average annual financial **turnover** in the same name and style during the last two years out of last three preceding financial years i.e., 2020-21 and 2021-22 and 2022-23 **shall not be less than 100 % of the estimated value of quantity of work being sought**. The statement of average annual turnover from Chartered Accountant with sign, seal and registration number and UDIN of C.A. should be scanned and uploaded in Tech-3(i) with bid.
- III. The bidder shall be considered eligible only if the bidder possesses **experience** of supply of GHEE LAMINATE worth more than 50% of the value of the work being sought by the bidder **in the preceding two financial years**, cumulatively. Copies of purchase orders of the same should be enclosed by the bidders with the bid to establish the same. Performance certificates against the purchase orders (for which copy of purchase orders is being uploaded) are desirable/preferable.
- IV. The bidder's plant should have **ISO** certification for manufacturing of multi-layered Aseptic Laminate. Copy of the same should be scanned and uploaded in Tech-8.
- V. The Bidder must not have been debarred by the State Government or Rajasthan cooperative Dairy Sangh Ltd. or blacklisted by any other procuring entity.
- VI. The Bidder must have PAN number and GST number.
- VII. All the details/documents which have been sought must be scanned/uploaded.
- VIII. The offers of the bidders who do not fulfill the above criteria may not be considered.
- IX. The successful Bidder will be one who fully agrees to comply with all the terms and conditions of this Bid document without any omission, deviation and reservation and possesses the required qualifications and experience and whose financial bid is evaluated as the lowest by JZDUSS Ltd.

Section IV:
Schedule of Supply

Schedule-I

APPROX. REQUIREMENT OF MULTILAYER ASEPTIC PACK UHT GHEE LAMINATE FOR PACKING GHEE AT TBA 08 MACHINE

S. No.	Item Description	MULTI LAYER GHEE LAMINATE FOR PACKING 1 LTR GHEE (No. of Packs)
1	GHEE Packaging from TBA-08 Machine	40 lakh packs

Quantities mentioned above may vary on either side.

Note :-

1. Sample roll also submit along with bid.
2. If any query regarding machine /packaging then visit our site before bidding process.

Delivery and Completion Schedule

1. Supplies are required to be made directly to JZDUSS LTD within one month from the date of dispatch of orders or as settled with the bidder or as provided in acceptance of bid and letter of approval, for all the purchase orders being placed on the supplier.
2. The above period of execution will be counted from the date of dispatch of orders. Liquidated damages will be recovered for the days in excess of the period prescribed for supply as specified in **General Conditions of Contract**. It will also be open to the Purchasing Officers to return the goods which are delivered later than the stipulated period and effect risk purchase in such cases or in case it is found that the goods received are not as per the prescribed specification.
3. **Submission of contract completion report:**
 - i. A consolidated statement (**Schedule-V**) shall be submitted to MD, JZDUSS LTD by the 10th of each month. Every time the statement should contain details of all orders placed under the contract by the contract holder.
 - ii. Firms will have to submit consolidated statement (**Schedule-VI**) in duplicate at the end of rate contract as well as after expiry of guarantee period of rate contract (as provided in guarantee clause of the contract) to enable the JZDUSS LTD to examine the case for refund of performance security.

Schedule-III

**JAIPUR ZILLA DUGDH UTPADAK SAHKARI SANGH LTD.
NEAR GANDHI NAGAR RAILWAY STATION, JAIPUR**

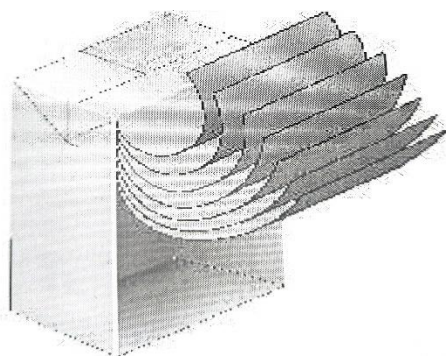
TECHNICAL SPECIFICATION FOR MULTILAYER ASEPTIC PACK GHEE LAMINATE

PROPERTY	UNIT	MIN	MAX	OR MAX	TETRA PACK TEST METHOD
Adhesion : between...Décor layer and outside film	N/m	60		Grade 1	003.7
outside film and outside Laminate layer	N/m	45			
outside Laminate layer and Paperboard	N/m	45			
Paperboard and Laminate layer	N/m	60			
Barrier and laminate layer	N/m	120			
Bending Force GM	N/m	296	432		003.4
Edge Wicking, LA/23 index	Kg/m ²		0,8		003.10
Microbial load	CFU/100 cm ²		5,0		003.8
Moisture content	%	5,0	8,0		003.13
Relative Crease Strength				003.5	
Transversal Creases	%		85		
Longitudinal Creases	%		90		
Surface Oxidation		Nominal Minimum Maximum		003.6	
Inside PE				0,30	
Outside PE		0,50	0,20	1,0	

No embedded or gets larger than 1.5 mm allowed.

DIMENSION	UNIT	NORMAL VALUE	TOLERANCE	TETRA PACK TEST METHOD
Package Length	mm	245,0	± 0,3	003.9
Width	mm	322,0	± 1,0	
Slitting line - Crease L1	mm	51,0	± 1,0	

STRUCTURE



Structure	g/m ² Nom
Décor PE layer	11,0
Printing inks	
Outside Holographic PET film	18,2
Outside laminate PE layer	13,0
Paperboard	272,0
Laminate PE layer	25,0
Aluminum foil barrier	17,1
Adh PE and PE layer	37,0

Test method: 003.1 Total grammage: 393,3 ± 22,7

**Weight (g) of packaging material per
Package, excl, strip and opening device: 31,0 ± 1,8**

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

REEL INFORMATION

PROPERTY	UNIT	JUMBO	SMALL/MINI
No. of packages / reel *	Package/reel	8100	
Weight*	Kg/reel	251,3	0
Diameter	mm	Max 1150	Max 620
Core: inner diameter	mm	Min 151,5	69,5
Packaging material splices	Splices/reel	5	3
Reel wrapping	Every individual packaging material reel must be protected by wrapping film to avoid dust and moisture change.		

*) Reels with reduced no.of packages may be delivered depending on order size and manufacturing.

LAVELLING & IDENTIFICATION

Label on each individual reel with:

-Production order number (P-order)

-Packaging material type

-Volume

-Quantity (number of packages)

-Reel number

-Customer number

-Bar code

-Production date (Lamination)

-Tetra Pak International identification number (GID)

Lane number printed on every 1 package

Date code or production order on every 1

Package (not applicable for Roto-printed material)

Design number printed on every 1

DISTRIBUTION

PROPERTY	JUMBO	SMALL
No. of reels / pallet	Refer packing List	
Pallet type	1150 x 1150 mm	
Pallet material	The pallets are heat treated and kiln dried.	
A protection sheet should be used between the pallet and the materials.		
Pallet wrapping	Each pallet is protected with hood of shrink or stretch film.	
Pallet stacking	Pallet can be stacked on top of each other, maximum 4 pallets with a maximum total height of 5.3m. A protection sheet is strongly advised to be used between the pallets.	

STORAGE & HANDLING

Storage time is limited to twelve (12) months after production date. Functional properties are guaranteed, when packaging material is stored under conditions recommended by Tetra Pak.

The recommendation is storage temperature between 10 °C and 40 °C and relative humidity between 40 % and 65 %.

For more information, see G026 “Customer Storage & Handling Guideline”

FOOD CONTACT CERTIFICATES

Information about regulatory compliance with respective food contact regulations in EU, US, FDA and China can be found in the valid Food Contact Certificate (FCC) which can be provided by Tetra Pak.

TECHNICAL SPECIFICATION FOR TFA LAMINATE

PROPERTY	ACTUAL MEASUREMENTS				SPECIFICATION		
	UNITS	AVERAGE	MIN	MAX	NOMINAL	MIN	MAX
Adhesion between : Décor layer and paperboard	Grade	-	-	1	-	-	1
Paperboard and laminate layer	Grade	-	-	1	-	-	2
Laminate layer and barrier	N/m	129,33	128,0	131,0	-	75,0	-
Barrier and Inside layer	N/m	232,33	228,0	239,0	-	120,0	-
FUNCTIONAL PROPERTIES							
Microbial load	CFU/100 cm2	0,458	0,20	0,80	-	75,0	-
Moisture content of paperboard	%	6,50	5,2	7,6	-	120,0	-
SURFACE OXIDATION							
Inside PE	Value	0.257	0.20	0.29	-	-	0.30
Outside PE	Value	0.367	0.33	0.40	0,50	0,20	1,0
STRUCTURE							
WEIGHT OF THE LAYERS							
Décor PE layer	g/m2	11.81	11.8	11.8	12,0	10,0	14,0
Paperboard	g/m2	72,10	70,0	73,0	72,0	68,0	76,0
Laminate PE layer	g/m2	24,81	24,8	24,8	25,0	22,0	28,0
Aluminum foil barrier	g/m2	17,10	16,9	17,2	17,1	15,8	18,4
Low adh PE and mPE layer	g/m2	29,87	29,9	29,9	30,0	27,0	33,0

PROPERTY	ACTUAL MEASUREMENTS				SPECIFICATION		
	UNITS	AVERAGE	MIN	MAX	NOMINAL	MIN	MAX
DIMENSION							
Web width	mm	251,983	251,80	252,20	252,00	251,00	253,00
Edge wicking, LA/23 Index	Kg/m2	0,537	0,38	0,77	-	-	1,80

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

TECHNICAL SPECIFICATION FOR TBA-08 LAMINATE

ACTUAL MEASUREMENTS					SPECIFICATION		
PROPERTY	UNITS	AVERAGE	MIN	MAX	NOMINAL	MIN	MAX
Adhesion between : Décor layer and paperboard	Grade	-	-	1	-	-	1
Paperboard and laminate layer	Grade	-	-	1	-	-	2
Laminate layer and barrier	N/m	110,08	95,0	126,0	-	75,0	-
Barrier and Inside layer	N/m	233,75	216,0	304,0	-	120,0	-
FUNCTIONAL PROPERTIES							
Microbial load	CFU/100 cm2	0,500	0,30	0,80	-	-	5,00
Moisture content of paperboard	%	6,52	6,1	7,1	-	5,0	8,0
RELATIVE CREASE STRENGTH							
Transversal crease	%	71,650	64,90	77,58	-	-	85,00
Longitudinal crease	%	75,403	68,40	82,50	-	-	90,00
SURFACE OXIDATION							
Inside PE	Value	0,163	0,10	0,25	-	-	0,30
Outside PE	Value	0,353	0,27	0,42	0,50	0,20	1,00
STRUCTURE							
WEIGHT OF THE LAYERS							
Décor PE layer	g/m2	12,24	11,6	12,7	12,0	9,0	15,0
Paperboard	g/m2	309,96	305,0	313,0	305,0	295,0	315,0
Laminate PE layer	g/m2	20,93	19,1	23,0	20,0	17,0	23,0
Aluminum foil barrier	g/m2	17,10	16,9	17,2	17,1	15,8	18,4
Low adh PE and mPE layer	g/m2	26,42	24,3	28,0	25,0	22,0	28,0

ACTUAL MEASUREMENTS					SPECIFICATION		
PROPERTY	UNITS	AVERAGE	MIN	MAX	NOMINAL	MIN	MAX
DIMENSION							
Package length	mm	245,170	244,94	245,30	245,00	244,70	245,30
Web width	mm	321,831	321,65	321,97	322,00	321,50	322,50
Bending force GM (stiffness)	mm	345,29	339,9	353,8	-	270,0	406,0
Edge wicking, LA/23 Index	Kg/m2	0,395	0,25	0,52	-	-	0,80

GENERAL INFORMATION

1. Static 1D and 2D barcode is comply with ISO 15416:2016
2. Storage time is limited twelve (12) months after production date, Functional properties are guaranteed, when packaging material is stored under conditions recommended by Tetra Pak.
The recommendation is storage temperature between 10 C and 40 C and relative humidity between 40% and 65%. For more information, please refer to G026 Customer Storage and Handling guideline.
3. The printing result is according to the design approval agreed between the customer and Tetra Pak.

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

Inspections and Tests

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

Milk Unions will get the quality of materials tested at their own laboratory or through the Central Quality Control Lab (CQCL) at RCDF LTD, Jaipur.

- Supplier has to provide the testing method used for quality clearance of the Laminate along with sample submitted with bid.
- Supplier has to submit COA (certificate of analysis) with each consignment and also the food grade certificate or any other certificates required as per FSSAI.
- Rates to be quoted for both Holographic and simple laminate (without Hologram)
- Design and Hologram Pattern should be specific and should not be shared with any other company.

Schedule-V

(On Firm's letter head)

To,
Managing Director,
JZDUSS Ltd.,
Jaipur.

Subject: - Regarding submission of Monthly Supply Status (to be submitted by the
10th of each month)

NAME OF FIRM: _____
CONTRACT NO & DATE _____
NAME OF ITEM _____

S. No.	Supply Order				Stipulated date of completion of supplies (Delivery Period) (In Days)	Actual Supply		Quantity Remained unsupplied		Remarks
	No. & Date	Supplied to JZDUSS L	Qty. (in KPK)	Amt. (Rs.)		Actual date of receipt	Quantity (in KPK)	Quantity (in KPK)	Reasons	
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.
2										
.										

(SIGNATURE & SEAL OF FIRM)

NOTE:-

1. Column no. 1 to 11 is to be filled in by firm and shall be submitted to MD, JZDUSS LTD,Jaipur.
2. The information filled in by firm shall be correct, complete and factual.
3. Attach separate sheets as annexure, whenever necessary.

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

Section V: Bidding Forms

Form TECH-1

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

**To,
Managing Director,
JZDUSS Ltd.,
Jaipur.**

Sub: Acceptance of Terms & Conditions of Bid.

NIB No. _____
Tender ID No. _____
Name of Tender / Work / Item _____

Dear Sir,

We, the undersigned, declare that:

1. I / We have downloaded the bid documents for the above mentioned bid.
2. I/ We have examined and have no reservations to the entire Bidding Document, including Addenda and I / We shall abide by the same.
3. I / We hereby unconditionally agree & accept the terms & conditions of above mentioned bidding document in its totality / entirety.
4. I/ We declare that we fulfill the eligibility and qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in the bidding document.
5. Our Bid shall be valid for a period of **120** days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. If our Bid is accepted, we commit to submit a Performance Security of the amount of 5% (Five percent) of the Contract Price or shall submit the Performance Security Declaration, as the case may be, for the due performance of the Contract.
7. I/ We are not participating as Bidder in more than one Bid for supply of the subject Goods in this bidding process.
8. Our firm/or the firm authorizing us for the supply of subject goods has not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law.

9. I/ We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
10. We understand that you are not bound to accept the lowest evaluated bid or anyother bid that you may receive.
11. I/ We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.
12. In case any provisions of the bidding document are found violated or breached then procuring entity shall without prejudice to any other legal right or remedy be at liberty to reject this bid including the forfeiture of the full bid security amount absolutely.

Yours Faithfully,

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorized to sign the Bid for and on behalf of: _____ Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

Form TECH-2
BIDDER'S ORGANIZATION DETAILS
PORFORMA TO BE SUBMITTED ON THE FIRM'S LETTER HEAD

The following information is very essential and must be filled in very carefully, legibly and complete to all the points:

1.	Name of Contact Person with designation & his mobile numbers		
2.	Complete correspondence address of Firm		
3.	Telephone No.		
4.	Fax No.		
5.	E-mail address		
6.	Manufacturing License No. & Date		
7.	FSSAI License No. & date		
8.	ISO certification of the plant for manufacturing of multilayered Aseptic Pack UHT Ghee Laminate		
9.	Udyog Aadhar No. & Date		
10.	PAN no. of proprietor/partnership firm /Company etc.		
11.	Capacity in which tender has been submitted proprietor/partnership firm /Company etc.		
12.	Is the bidder a manufacturer, if yes, please mention the same. If not, then the manufacturer who has authorized should be indicated.		
13.	The total value of purchase orders of Ghee Laminate for TBA 08 Machine successfully completed in last two financial years i.e., 2023-24 and 2024-25. Details of the same and copies to be enclosed as per Tech-3.		
14.	The total value of current supply orders (in financial year 2025-26) in hand, if any. Details of the same and copies to be enclosed as per Tech-3.		
15	Year wise sales/income from operations/ turnover as per audited manufacturing & trading account and balance sheet for the last two years (any two years out of the preceding three financial years), as certified/ verified by the Chartered Accountant with UDIN of C.A.	Year	Turnover (Rs. in lacs)
		2021-22	
		2022-23	
		2023-24	
		2024-25	

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

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ZDUSL

Tender form for Procurement of Multilayer aseptic pack UHT Ghee Laminate

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

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

Form TECH-3
BIDDER'S EXPERIENCE DETAILS

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

**Details of Purchase Orders of preceding two financial years i.e., 2023-24
and 2024-25.**

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

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

**Details of Current Purchase Orders/Purchase Orders in hand (Financial year
2025-26).**

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

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

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

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ZDUSSL

Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

FORM TECH-3 (i)

(On Firm's letter head)

Annual turn over statement

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

Sl. NO.	Financial Years	Turnover in Lakhs (Rs)
1.	2021-22	-
2.	2022-23	-
3.	2023-24	-
4.	2024-25	-
Total		- Rs. _____ Lakhs

Average annual turnover - Rs. _____ Lakhs

Date

Signature of the bidder

Signature of Auditor/Seal
Chartered Accountant

(Name & Address.)

Reg. No.

Tel. No.

Mob. No.

UDIN number of the C.A.

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

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ZDUSSL

Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

Form TECH-3(ii)

(On firm's letter head)

Declarations and Undertaking

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

S. No.	Quoted item details & code no.	Monthly capacity in all shifts` (in Kgs./Pack)	Annual production capacity (in Kgs./Pack)	Monthly supply commitment to JZDUSS LTD (in Kgs./Pack)	Annual supply commitment to JZDUSS LTD (in Kgs./Pack)
1	2	3	4	5	6
1					
2					
3					

Place :

Date :

Signature of Authorized Signatory
Name and Signature of Bidder
Designation with seal

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

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ZDUSSL

Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

Form TECH-4

MANUFACTURER'S AUTHORIZATION FORM

No. _____ Dated _____

MANAGING DIRECTOR,
JZDUSS LTD,
JAIPUR – 302 015.

Sub: - Tender reference No. _____.

Dear Sir,

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

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

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

Yours faithfully,

(NAME)
for and on behalf of M/s.
(Name of Manufacturers)

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

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

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ZDUSSL
Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

Form TECH-5

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
JZDUSSL, 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 supply of to our milk unions 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 Rajasthan Cooperative Dairy 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, 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

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

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ZDUSSL

Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) six months 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 authorized 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**

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

FORM TECH-6

(To be given on the firm's letter head duly sealed & signed)

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

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, JZDUSS LTD., Jaipur-302015, Rajasthan for procurement of _____ to be supplied to your milk unions. 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 Rajasthan Cooperative Dairy Sangh 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/Tenderer

Place:

Name :

Designation:

Address:

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

**FORM TECH-7
POWER OF ATTORNEY**

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

Know all men by these presents, we.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder for supply of _____ to your milk unions, including signing and submission of all documents and providing information/responses to JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., JAIPUR in all matters in connection with our bid for the said assignment.

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

Dated this the Day of Acceptance

ForName & signature

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

Form TECH-8

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

1. The statement of average annual turnover for past two years out of three preceding financial years from Chartered Accountant with sign, seal and registration number and UDIN number of Chartered Accountant is to be scanned and uploaded at Tech-3(i).
2. Declarations and Undertaking for installed manufacturing capacity of bid item Tech-3(ii).
3. Copy of GST Registration Certificate and PAN Card is to be scanned and uploaded.
4. Copy of cancelled cheque of Bank Account given for RTGS details is to be scanned and uploaded.
5. Copy of requisite, applicable, appropriate licences like BIS Certificate/Agmark Certificate/Drug Licence etc. for the tendered item, if required are to be scanned and uploaded.
6. The bidder's plant should have ISO certification for manufacturing of multi layered UHT Ghee Laminate. Copy of the same should be scanned and uploaded in Tech-8.
7. Price and/or purchase preference to local enterprises, if applicable, shall be given as per Finance Department Notification SO165 dated 19.11.2015 under Rajasthan Transparency in Public Procurement Act, 2012 (Act no. 21/2012) read with rule 33 of the Rajasthan Transparency in Public Procurement Rules, 2013. In order to avail the same, bidders shall have to submit duly filled and verified prescribed Form „A“ and „B“ with the technical bid in tech-8.

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

Form TECH-9

(To be given on Company Letter Head duly sealed and signed)

S. No.	Installed plant capacity (in Pack per day)	Offered quantity of UHT Ghee Laminate (in Pack)
1.		

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

Financial Proposal (Bid)

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

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FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

RATE STATEMENT

(To be submitted in Financial bid envelop only)

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

RATE CONTRACT FOR PROCUREMENT OF MULTILAYER ASEPTIC PACK UHT 1 LIT. GHEE LAMINATE

Bidder must quote the rates in the form of statement given below in the prescribed BOQ, in .XLSformat **(Rates are not to be quoted here)**.

S. No.	Particulars	Rate Rs. Per kg/Packs. for Holographic laminates	Rate Rs. Per kg/Packs. for Without Holographic laminates
1.	F.O.R. Jaipur Milk Unions price Rs. per Pack. inclusive of all expenses (Rate Rs. Per Pack.)		
2.	GST (Rate Rs. Per Pack.)		
3*.	F.O.R. Jaipur Milk Unions price for consideration in Tender inclusive of all taxes (GST)/ duties/ expenses (Rate Rs. Per Pack. In words _Rs. _____		
4.	Rate per cylinder for change in art, design & printing in between the contract period		

NOTE:

1. * The F.O.R. Jaipur Milk Unions rates indicated at Sl.No.3 includes all duties & taxes (GST) even if not explicitly mentioned here but in vogue/applicable on the last date of submission of tenders, FOR supply OF **MULTILAYER ASEPTIC PACK UHT 1 LTR. GHEE LAMINATE** For evaluation of L1 only the F.O.R. Jaipur Milk Unions price inclusive of all taxes & duties FOR supply OF **MULTILAYER ASEPTIC PACK UHT 1 LTR. GHEE LAMINATE** shall be taken into account.
2. Tenderer should quote their rate in the Rate Statement Proforma only.
3. The conditional offer which effects the rate of the quoted item shall be liable for rejection even if quoted rate is lowest.

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminare

SECTION VI (A)
GENERAL AND SPECIAL CONDITIONS OF
CONTRACT

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

General and Special Conditions of Contract

S. No.	Particulars
1	The rate must be offered against the specified packing item. The rates quoted should remain open (valid for acceptance) for a minimum period of 120 days from the date of bid submission deadline date. GST and any other type of duties/taxes as prevailing up to the last date of submission of rates must be included in the net F.O.R. rate . These, however should be shown separately, so that in the event of any change in these charges by the Government (State or Central),the same will be considered for increase/decrease over the net F.O.R. rates. However, the increased GST due to change in slab on higher turnover, if any shall be payable by the bidder.
2	Rate must be offered for supply of the subject goods to the Milk Union, JZDUSS LTD from bonafide manufacturers or their authorized suppliers on a rate contract basis for a period of one year which may be further extended by another period of three months on the same terms & conditions and prices.
3	The bidders are required to note that purchase orders released by the Milk Unions/Units within the contract period and extended period, if any, i.e. the first day to the last day of the contract period, including the extended period, if any, shall have to be executed by them, at the approved rate.
4	Successful bidders/Suppliers are required to make supplies within one month from the date of dispatch of orders by the JZDUSS LTD or as specified in the purchase order.
5	<p>The supplier will supply the bid items within one month's period from the date of placement of the order by the Milk Union or as settled with the bidder or as provided in the acceptance of bid. In case supplier fails to supply and deliver the bid item within the prescribed time as mentioned in the order, the JZDUSS LTD reserves the right to effect risk purchases from other source on the supplier's risk and cost. Milk Unions/JZDUSS LTD also reserves the absolute right as to the method adopted for effecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/performance security lying with any Plant/Milk Union/JZDUSS LTD notwithstanding whether such amount(s) pertain to current and/or previous contract(s).</p> <p>In case risk purchases are not effected for any reasons and approved supplier supplies the goods beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the Milk Unions such late receipt of goods shall be subject to liquidated damages(LD)/penalties at following rates :-</p> <p>If the delay is less than one week beyond the scheduled period of supply then a LD/ penalty of 1% will be imposed.</p> <p>If the delay is more than one week but less than two weeks, LD/ penalty @ 2% will be imposed.</p> <p>If the delay is more than two weeks but less than three weeks, LD/ penalty @ 3% will be imposed.</p> <p>If the delay is more than three weeks but less than three weeks, LD/ penalty @ 4% will be imposed.</p>

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

	<p>If the delay is more than three weeks, LD/ penalty @ 5% will be imposed.</p> <p>However, in case of persistent delay in the supply of material by the bidder, the rate contract may be cancelled and security forfeited by the Sangh.</p> <p>The Sangh/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.</p> <p>The Sangh/Milk Union further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.</p>
6	Any correspondence made by the JZDUSS LTD/milk union at the address/e-mail given by the bidder shall be deemed to have been delivered to the party.
7	It is necessary for suppliers to maintain quality of the materials supplied as per the prescribed standards and specifications. JZDUSS get the quality of materials supplied by various firms tested at the Milk Union laboratories or through the Central Quality Control Lab (CQCL), Jaipur.
8	JZDUSS LTD reserves the right to select one or more firms for supply of bid item(s) for operational flexibility, consistent and regular supplies etc. As per bid data sheet at the rates of the qualified lowest. JZDUSS LTD also reserves the right to allocate quantities in the ratio it deems appropriate with higher weightage to the qualified lowest bidder. Such ratio could be 65:35 - higher/greater part being that for the lowest. JZDUSS LTD may decide to allot lower quantities to bidders whose supplies as approved suppliers have not been consistently found to be conforming to the quality/service and specifications during the past contracts.
9	The specifications, conditions, schedules, drawing of the bidding document constitute an integral part of the bid. In the case of substantial non-conformity with the specifications or if it contains any inadmissible reservations seen or otherwise, in contravention to the spirit and letter of the bid documents such bids shall be summarily rejected.
10	<p>The successful bidders will have to execute a contract in prescribed form with Rajasthan Cooperative Dairy Sangh Ltd; Jaipur and deposit performance security as mentioned below for the performance of the contract immediately after the acceptance of the bid is communicated to the party.</p> <p>The performance security will be refunded if otherwise found to be qualifying for refund within six months from the date of expiry of contract. No interest will be paid by the JZDUSS LTD on such security amount. In case of breach of any terms and conditions of the contract or on unsatisfactory performance of the contract the JZDUSS LTD shall have an absolute right of being compensated through liquidated damages/Penalties and the amount of performance security shall also, in such an event, be liable to forfeiture in full or part for being appropriate towards aforesaid liquidated damages/penalties and the</p>

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

	<p>decision of MD JZDUSS LTD shall be final in this regard. If the bidder fails to deposit the performance security or to execute the agreement within the period specified, such a failure will be treated as a breach of the terms and conditions of the bid and shall result in the forfeiture of the bid security besides any other action for the default. The expenses of completing and stamping the agreement shall be paid by the bidder who shall furnish to the JZDUSS LTD one executed stamped counter part of the agreement free of charge.</p> <p>The performance security amount required to be deposited is 5% of the contract value.</p>
11	Remittance charges on payment made to the firms will borne by the firm.
12	Cost of bidding document and bid processing fee not refundable, if bid not accepted.
13	<p>Price escalation/de-escalation and payment (If Any) :</p> <p>The decrease/increase in price of laminates raw material <u>Ex-Jaipur Depot</u> prevailing as on the date of issuance of purchase order by respective Milk Unions would be applicable, as worked out on the basis of raw material rate change. For this tenderer would be required to mention the price of the above raw material as prevailing on the date mentioned in the tender form, enclosing the price list along with the tender.</p> <p>The approved supplier has to submit without fail, on quarterly basis, the details of price of raw material, in all cases whether changed or not viz. reduced/increased/unchanged to the satisfaction of the JZDUSS LTD for the issuance of price revision orders. The said details shall have to be submitted by the supplier on his letter head alongwith an affidavit on a Non-judicial stamp paper of Rs.100/- duly notarised, supported with a copy of letter indicating the price of raw material either issued by Reliance Industries Limited or their distributor/supporting price revision orders duly counter signed & stamped by the approved supplier.</p> <p>The price revision of the approved item will be done by the JZDUSS LTD in the basic price equal to the escalation/de-escalation in the basic price of raw material only. The decision of MD, JZDUSS LTD shall be final and binding on the bidder in this regard.</p> <p>Until the details of price revision are received from the approved supplier and the consequent price revision issued for the concerned period, 95% payment will be made within one month of receipt of goods in satisfactory condition after adjusting deduction and penalties, if any from the bills. 5% amount of the bill retained for want of price revision, shall be released by the Milk Unions only after issuance of price revision order.</p>

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UHT Ghee Laminate

14	Demurrage :
14.1	The supplier shall bear and reimburse buyer demurrage charges, if any, paid by the buyer on behalf of the supplier.
15	REJECTION:
15.1	Further the buyer reserves the right to reject the stores either in full or in part, if at the time of delivery it is noticed that the items/ stores supplied do not confirm to the description and quality stipulated in the bid. In such event buyer shall inform the supplier immediately after such defect/quality problem is noticed.
15.2	<p>If on rejection of the stores by the buyer or consignee at destination the supplier fails to make satisfactory supplies within the stipulated period of delivery, the buyer shall be at liberty to:</p> <p>Allow the supplier to submit the store, in replacement of those rejected within the given time, the supplier bearing the cost, if any, on such replacement, without being entitled to any extra payment on that account.</p> <p>Purchase of quantity of the stores rejected or other of a similar description (which stores do not exactly comply with particulars, in the opinion of the buyer, which shall be final) without notice to the supplier's liability as regards the supply of any further instalment due under the contract.</p> <p>Cancel the contract and purchase of items or others of a similar description (stores do not exactly comply with the particulars in the opinion of the buyer, which shall be final) at the risk and cost of the supplier.</p> <p>If, however, due to exigencies of the milk union/plant, such replacement either in whole or in part is not considered feasible, milk union/plant shall be at liberty to use such material and deduct amount equal to 5% of the value of the material used, worked out on the basis of the approved rates. However, the suitability of such material being fit for use will be subject to clearance by the General Manager (QC), JZDUSS LTD. Further, in such situation the milk union shall inform the supplier regarding such decision at the earliest and will give an opportunity to the supplier for being heard and the reasons for such deductions will be communicated.</p>
15.3	Any stores rejected shall under all circumstances lie at the risk of the supplier from the moment of such rejection till their removal and if such stores are not removed by the supplier within such reasonable period as may be decided by the buyer, the buyer may dispose off such stores at the supplier's risk and account and retain such portion of proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The buyer shall also be entitled to recover handling and storage charges for the period during which the rejected stores are not removed. This will include the cost of disposal when necessary.
16	The supplier shall, at all time, indemnify the buyer against all claims which may be made in respect of the stores or infringements of any right protected by patent, registration of design or trademark etc. provided always that in the event of any claim in respect of alleged breach of letters, patents, registered design of trade mark being made against mark the buyer shall notify the supplier or the same and the supplier at his own expenses, either settle any dispute or face any litigation and bear expenditure related to the same that may arise therefrom.

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

17	<p>The buyer may at any time, by notice in writing, summarily terminate the contract without compensation to the contractor in any of the following events viz:</p> <p>If the supplier, a firm or any partner thereof shall be at that time adjudged insolvent or shall have a receiving order or order for administration of made against his or shall take any proceedings for composition under any Insolvency Act for the time, being in force, to make any convenience or assignment of his assets or enter into any arrangement or composition with his creditors or suspend payment, if the firm is dissolved under the partnership act., or,</p> <p>If the supplier being a company is wound up voluntarily by the order of a court or a receiver/ liquidator or Manager or on behalf of the Debenture holder is appointed or circumstances shall have arisen which entitled the Court to Debenture holders to appoint receiver, liquidator or Manager, or;</p> <p>If the supplier commits any breach of the contract/herein not specifically provided that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter and provided also the suppliers shall be liable to pay the buyer for any extra expenditure, he is thereby put to and the supplier shall under no circumstances be entitled to any gain in repurchase.</p>
18	Force Majeure
18.1	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
18.2	For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
18.3	<p>If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof.</p> <p>Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.</p>
19	Price Fall Clause
19.1	<p>The prices under a rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract (if approved supplier reduces rates to any other organization or any other party of State, the responsibility of informing the reduced rate to JZDUSS LTD shall be on the approved supplier), the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of</p>

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

	procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
20	All the documents and drawing supplied by the buyer must be treated as 'CONFIDENTIAL' must not be copied, reproduced, transmitted, or discussed otherwise in whole or part, not duplicated, modified, divulged, or discussed to any third party nor used in any other way without the consent of buyer in writing.
21	The order against this bid/ agreement is not transferable.
22	JZDUSS LTD can inspect the works of the bidder/ approved supplier, with or without notice, in order to assess that the firm is having adequate infrastructure and facilities for the manufacture of the bid item as per the quality specification/to check that the supplies are being made strictly as per our specifications.
23	The quantities mentioned in the bid are tentative and the actual quantities to be procured may vary upward or downward suiting to the actual requirements.
24	The design and art work, wherever applicable, shall have to be got approved from JZDUSS LTD. No extra charges for art-work will be payable by Sangh. Any change in design/colour scheme decided by JZDUSS LTD/Milk Union any time during the contract period shall have to be implemented immediately. Rate per cylinder for carrying out such a change during the contract period, wherever applicable, is to be quoted in the bid. As regards increase/decrease over the number of colours specified in the technical specifications enclosed, the supplier should indicate rate per colour for such addition/deletion in printing on packaging material for taking care of the same in rates. The vegetarian logo in green color shall be counted as separate color, if green color is not already there in art & design but printing of Symbol for 100% vegetarian food or printing of Agmark Replica including serial number as per the requirement of Agmark authority / Milk Union wherever applicable, shall also have to be carried out, without any additional/extra payment.
25	JZDUSS LTD also reserves the right to debar or blacklist, if the performance of approved supplier with respect to quality and time of supply etc. is found unsatisfactory. JZDUSS LTD also reserves the right to forfeit the bid security/performance security side by side to recovering other due amounts in any other way including legal recourse.
26	JZDUSS LTD may not consider the application of such applicant who has earlier been debarred/censured/black listed or even those firms who have on their rolls employees/executives/proprietors/partners of another already debarred/censured/black listed firms in one or the other capacity. However, decision of JZDUSS LTD shall be final in this regard.
27	No item and condition in addition to the above mentioned will be agreed to. The conditional offer/price bid which reflect/ affect the price of quoted item shall be liable for rejection out rightly without any reference.

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

28	The present contract shall be governed overall by Rajasthan Cooperative Societies Act and allied laws.
29	Dispute Resolution
29.1	<p>In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of, or in connection with the agreement/accepted purchase order or with regard to performance of any obligations hereunder by the either party, the parties heretoshall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations.</p> <p>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.</p>

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

SECTION VI (B)
CONTRACT FORMS
AND
PERFORMANCE SECURITY

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

Section VI (B): Contract Forms

Contract Agreement

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

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

**RATE CONTRACT FOR PROCUREMENT OF MULTILAYER ASEPTIC PACK UHT GHEE LAMINATE
FOR PACKING 1 LTR. GHEE**

Between
Managing Director,
JZDUSS LTD,
JAIPUR
and
[Name of the Bidder]
Dated:

RATE CONTRACT AGREEMENT
(On non judicial stamp paper of applicable/appropriate value)

1. An agreement made this _____ day of _____ between M/s. _____ hereinafter called “approved Bidder” which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Rajasthan Cooperative Dairy Sangh Ltd. (hereinafter called “the Sangh” which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.
2. Whereas the approved Bidder has agreed with the Sangh for supply of for supply OF **PROCUREMENT OF MULTILAYER ASEPTIC PACK UHT GHEE LAMINATE FOR PACKING 1 LTR. GHEE** in the LOI/LOA/RAL/purchase order issued vide letter No. _____ dated _____ and in the manner set forth in the aforesaid order and the Bid Document.
 - 3(a) And whereas the approved Bidder has deposited a sum of Rs. _____ in form of DD/Bank Guarantee as Performance security for the due performance of the agreement.
 - 3(b) And whereas the approved Bidder has agreed:
 - (i) to keep the performance security with the Sangh in form of DD/Bank Guarantee for contract period or such extended period so as to cover the period of performance of contract i.e. for supply OF **PROCUREMENT OF MULTILAYER ASEPTIC PACK UHT GHEE LAMINATE FOR PACKING 1 LTR. GHEE** as per the Bid Document/LOI/LOA/RAL/purchase order.
 - (ii) that no interest shall be paid by the Sangh on the performance security deposit.
 - (iii) that in case of breach of any terms & conditions of the aforesaid supply of for supply OF **FOR PROCUREMENT OF MULTILAYER ASEPTIC PACK UHT GHEE LAMINATE FOR PACKING 1 LTR. GHEE** as per Bid Document/LOI/LOA/RAL/purchase order of this agreement by the approved Bidder, the amount of the performance security shall be liable to forfeiture in full or part by the Sangh.

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminat

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.

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

SIGNATURE OF THE
APPROVED SUPPLIER:

Witness No.1

Signature : _____

Name : _____

Address : _____

Witness No.2

Signature : _____

Name : _____

Address : _____

SIGNATURE FOR AND ON
BEHALF OF the Sangh:

Witness No.1

Signature: _____

Name : _____

Address : _____

Witness No.2

Signature : _____

Name : _____

Address : _____

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

ZDUSSL

(Performa of Bank Guarantee for Performance Security)(On Non-judicial

stamp paper as prescribed by bank)

This deed of Guarantee made this _____ day of _____ 20... (Two thousand seventeen) by _____ (Name and address of the Bank) (hereinafter referred to as "The Bank") which expression shall be here the context or meaning so requires, includes the successors and assignees of the Bank and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur, Rajasthan, (hereinafter referred to as "The Sangh" which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Sangh has placed its RAL/work order bearing No. dated----- on Name and address of the party(hereinafter called "The approved bidder") for supply **FOR PROCUREMENT OF MULTILAYER ASEPTIC PACK UHT GHEE LAMINATE FOR PACKING 1 LTR. GHEE** and whereas the approved bidder has agreed to provide a Bank Guarantee valid for the contracted period from any Scheduled Bank approved by RBI in the prescribed format of JZDUSS LTD for an amount of Rs /- (Rupees in words) towards security to JZDUSS LTD to safeguard its contract.

The Bank guarantee will be released three months after expiry of contract period on production of satisfactory performance and no dues certificate from the concerned milk unions/units and an undertaking in case any claim/ liability /recovery in account arises after the expiry of the contract, firm shall deposit the same with JZDUSS LTD without any delay.

In consideration of the approved bidder having agreed to provide a B.G. of Rs _____ (Rupees _____ only) being the performance security amount, we _____ (Name of the Bank) hereby undertake and guarantee to make repayment to the Sangh of the said Rs. _____ (Rupees _____ only) or any part thereof which becomes payable to the Sangh in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the Sangh. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Sangh in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. _____ (Rupees _____ only). The Bank shall not be discharged or released from this guarantee by any arrangement between the approved bidder and the Sangh with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the Sangh to the bidder and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Sangh. We _____ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any

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in token of acceptance of above)

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate

demur, merely on demand from the Sangh stating that the amount claimed is due to the Sangh. In case the Sangh puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee, the Bank shall consider that such demand by itself is a conclusive evidence and proof that the bidder has failed in complying with the terms and conditions stipulated by the Sangh without raising any dispute regarding the reasons for any such lapse/failure on the part or the approved bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Sangh may have or hereafter possess against the approved bidder and the Sangh shall be under no obligation to marshal in favor of the Bank any such securities or fund or assets that the Sangh may be entitled to receiving or have a claim upon and the Sangh at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Sangh on Sangh's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered post at the address of the said Bank. Any notice set to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

Notwithstanding anything contained here in before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it shall remain in force until contract period, unless a suit or action is filed against us enforce such claims, within three months from end of the contract period, all the Sangh's rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Place :

Date :

(SIGNATURE)
SEAL OF BANK

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

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Tender form for Procurement of Multilayer aseptic pack
UHT Ghee Laminate