

शेरस
जयपुर डेयरी

ई- निविदा प्रपत्र

E-TENDER FORM FOR LEASING OF "MILK BAR NO. 195 MILK CHILLING CENTER DAUSA"

एकल चरण – दो भाग निविदा

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि०

गान्धी नगर, रेल्वे स्टेशन के पास, जयपुर-302015

वेबसाईट-www.jaipurdairy.com

ईमेल: jaipurdairy@jaipurdairy.com

PhoneNo.0141-2713666-69 Fax. No.0141-2711075

GST No.08AAAAJ0767G1ZR

E-TENDER FORM FOR LEASING OF “MILK BAR NO. 195 MILK CHILLING CENTER DAUSA”

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E-TENDER FORM FOR LEASING OF “MILK BAR NO. 195 MILK CHILLING CENTER DAUSA”

PART –I PRE-QUALIFICATION BID (TECHNICAL BID)

P H O T O

Colour Photograph of Proprietor in case of Proprietorship firm, authorised Partners in case of Partnership firm, and authorised Director in case of Company

1. Name & Address of Bidder-----
2. E-mail ID:-----Mobile No.-----
3. (A)- Tender Form Fee Rs.-----D.D.No.-----Date-----
 (In Favour of JZUSSS Ltd.)
- (B)- Tender Processing Fee Rs.-----D.D.No.-----Date-----
 (In Favour of MDRISL)
- (C)- Earnest Money Deposite Rs.-----D.D.No.-----Date-----
 (In Favour of JZDUSS Ltd.)

Disclaimer

- A. The information contained in this e-tender/Bid document provided to the Bidder(s), by or on behalf of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this e-tender/Bid document and all other terms and conditions subject to which such information is provided.
- B. The purpose of this e-tender/Bid document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This e-tender/Bid document does not purport to contain all the information which each Bidder may require. This e-tender/Bid document may not be appropriate for all persons, and it is not possible for Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this e-tender/Bid document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this e-tender/Bid document and where necessary obtain independent advice from appropriate sources.
- C. Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the e-tender/Biddocument.
- D. Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this e-tender/Biddocument.

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.
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>

E-TENDER FORM FOR LEASING OF “MILK BAR NO. 195 MILK CHILLING CENTER DAUSA”

Critical Dates

| S.No | Particulars | Date |
|-------|--|---|
| 1. | Date & time of uploading tender document by Jaipur Dairy. | 11/05/2026 up to 5:00 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 | 11/05/2026 up to 5:00 PM |
| 3. | Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur | 21/05/2026 up to 3:00 PM |
| 4. | Last time and date upto which Bids can be submitted/ uploaded on e- procurement website | 09/06/2026 up to 3:00 PM |
| 5. | Last date & time for submission of fees following in original and physical form: | 09/06/2026 up to 4:00 PM |
| i.) | Bid-security/EMD/Bid security declaration: Rs.22000/- by DD / banker cheque / pay order (CTS only)/ BG in name of JZDUSSLtd., Jaipur | |
| ii.) | Tender document fee: Rs. 1180/- (INCLUDE GST 18%) by DD / banker cheque / pay order (CTS only) in name of JZDUSSLtd., Jaipur | |
| iii.) | RISL Processing fee: Rs. 500/- by DD / banker cheque / pay order (CTS only) in name of MD, RISL., Jaipur | |
| 6. | Time and date of opening of Technical Bid | 10/06/2026 up to 3:00 PM |
| 7. | Time and date of opening of Financial Bid | To be informed later |
| 8. | Earnest Money to be submitted | Rs. 22000/- is to be submitted to Cover the E.M. deposit of applicant. |
| 9. | Period for which rates are invited | Two Years |

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TENDER – FORM

Subject: - E-TENDER FORM FOR LEASING OF “MILK BAR NO. 195 MILK CHILLING CENTER DAUSA”

- | | |
|--|--|
| 1) Last Date & Time ForSubmission : | 09/06/2026 till 3.00 PM |
| 2) Date & time for opening of theTender (Technical bidonly): | 10/06/2026 at 3.00 PM |
| 3) Estimated value ofContract: | Rs.11.00 Lacs |
| 4) EarnestMoneyDeposit: | Tender form must be accompanied with Earnest money deposit of Rs.22000/- (Rs. IN WORDS Twenty-Two Thousand only). 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 beconsidered,upto Bid security declaration |
| 5) TenderFee(non-refundable) : | Rs. 1180/- (Rupees IN WORDS One Thousand one hundred eighty only Include GSTt 18%) by Demand draft/cash onlyin favour of JZDUSS LTD. Ltd., payable at Jaipur. |
| 6) Tender ProcessingFee(non-refundable) : | Rs.500/- (Rupees IN WORDS Five Hundred only) Demand draft in favour of MD, RISL, payable at Jaipur. |
| 7) The complete Bidding Document including the Conditions of Contract, Evaluation and Qualification Criteria, Terms of Reference, Bidding Forms, Procedure of Bidding etc. can be seen at www.jaipurdairy.com . Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, http://sppp.rajasthan.gov.in and website of e-procurement http://eproc.rajasthan.gov.in and the price of Bidding Document, Bid Security/ Bid Securing Declaration, as applicable and Processing Fee, the scan copy of these documents must be uploaded one-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. | |
| 8) 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 reasonthereof. | |



जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर
गान्धीनगर रेलवे स्टेशन के पास, जयपुर-302015
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Sales :91-0141-2713670 Fax No. : 0141-2711075,
MANAGER (PLANT): 0141-2711583

E-Mail: jaipurdairy@jaipurdairy.com Website: <http://www.jaipurdairy.com>

No. JZDUSS / Sale / F 9() /2026/995-1007

Date : 07/05/2026

निविदा / ई-निविदा / पंजीकरण-सूचना

जयपुर जि.दु.उ.स.सं., लि., जयपुर द्वारा विभागीय एरिया नं. 116, 133 एवं 139 पर सरस दुग्ध उत्पाद सप्लाई कार्य/जयपुर शहर में स्थित सरस पार्लर पर दुग्ध/दुग्ध उत्पाद सप्लाई कार्य/बूथों, एजेन्सियों एवं पार्लर्स पर सरस पेन्टिंग का कार्य/बी.एम.सी., डी.सी.एस. एवं उपकेन्द्रों पर घी परिवहन का कार्य/विज्ञापन सामग्री आपूर्ति कार्य/बल्क वैण्डिंग बूथ नं. 8101, 8103, 8106, 8111, 8112, 8114, 8115 एवं 8123 पर लीज पर सरस उत्पाद बिक्री कार्य तथा मिल्क पार्लर नं. 162 दुकान नं. 510-511 इन्द्रा बाजार जयपुर, मिल्क पार्लर नं. 195, अवशीतन केन्द्र परिसर दौसा स्थित पर पी.पी. मोड पर मासिक लीज पर सरस दुग्ध एवं दुग्ध उत्पाद बिक्री करने का कार्य की ई-निविदाएं <http://eproc.rajasthan.gov.in> पर आमंत्रित की जाती हैं।

ई-निविदाएं एवं समस्त शर्तें डाउनलोड करने एवं अपलोड करने की अन्तिम तिथियां एवं ईएमडी/फीस इत्यादि का पूर्ण विवरण <http://eproc.rajasthan.gov.in> एवं www.jaipurdairy.com एवं Sppp.rajasthan.gov.in पर भी देखा जा सकता है।

प्रबन्ध संचालक
जजिदुसससं लि., जयपुर

प्रतिलिपी:-

1. प्रबन्धक (सयंत्र)/पी.एण्डआई./ए.पी.एस./गुण नियंत्रण/इन्जीनियरिंग
2. उप प्रबन्धक (लेखा एवं वित्त)/स्टोर/पाउडर/कार्मिक/एफ.ओ.पी./विपणन/बाई प्रोडक्ट
3. उप प्रबन्धक (प्रचार)- को भेजकर लेख है कि उक्त सूचना को समाचार पत्र में एवं वेबसाइटों पर प्रकाशित करावें।

प्रभारी (विपणन)



जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर

गान्धीनगर रेलवे स्टेशन के पास, जयपुर-302015

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No. JZDUSS / Sale / F 9() /2026/995-1007

Date : 07/05/2026

विस्तृत ई-निविदा सूचना

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निविदा प्रपत्र उपरोक्त वेवसाईट एवं वेवसाईट: www.jaipurdairy.com से भी डाउनलोड किया जा सकता है। निविदा शुल्क 1180/- रुपये प्रति निविदा (18 प्रतिशत जीएसटी सहित) प्रपत्र एवं EMD ई-निविदा में इन्द्राजानुसार जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि. के नाम डीडी/बैंकर चैक/पे-ऑर्डर के माध्यम से जयपुर डेयरी कार्यालय में जमा करानी होगी। इसके अतिरिक्त रुपये 500/- की डीडी/बैंकर चैक MDRISL के नाम (टेण्डर प्रोसेसिंग फीस) जयपुर डेयरी कार्यालय में जमा करानी होगी।

| क्र. सं. | विवरण | दिनांक/समय |
|----------|--|--------------------------|
| 1 | दुग्ध संघ द्वारा निविदा-प्रपत्र अपलोड करने की तिथि | 11/05/2026 up to 4.00 PM |
| 2 | निविदादाता द्वारा निविदा-प्रपत्र अपलोड प्रारम्भ करने की तिथि | 11/05/2026 up to 4.00 PM |
| 3 | प्रबन्धक (विपणन) के कक्ष में निविदा पूर्व की मीटिंग की तिथि | 21/05/2026 at 3:00 PM |
| 4 | निविदादाता द्वारा निविदा-प्रपत्र अपलोड करने की अन्तिम तिथि | 09/06/2026 up to 3:00 PM |
| 5 | टेण्डर शुल्क/ईएमडी/टेण्डर प्रोसेसिंग फीस जयपुर डेयरी कार्यालय में जमा कराने की अन्तिम तिथि | 09/06/2026 up to 4.00 PM |
| 6 | निविदा की प्रिक्वालीफिकेशन बिड खोलने की तिथि | 10/06/2026 at 3:00 PM |

किसी भी निविदा को आंशिक या पूर्ण रूप से स्वीकार/अस्वीकार करने का सम्पूर्ण अधिकार डेयरी प्रशासन को होगा।

प्रबन्ध संचालक
जजिदुससं लि., जयपुर

अनुभाग -I

Instruction to Bidders

INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

1. The bidders who are interested in bidding can download tender documents from <http://eproc.rajasthan.gov.in>
2. Bidders who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in>. To participate in online tenders, Bidders will have to procure Digital Signature Certificate (type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, safecrypt, Ncode etc. or they may contact - procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital certificate need not procure a new Digital Certificate.

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme,
Jaipur

3. Bidders shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D. for Tender fees, Processing Fees and E.M.D. should be submitted manually in the office of Tendering Authority Before date & time of opening of technical bids and scanned copy of D.D. should also be uploaded along with the online bid.
4. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
5. The scan copy of tender form, rates & other relevant documents duly signed by Tenderer should be submitted online only.
6. If required by the Tenderer, training may be given by DOIT, Yojana Bhawan, Bidder Contact: E-Procurement Cell, 1st Floor, Yojana Bhawan Tilak Marg, C-Scheme, Jaipur. Help Desk
MOBILE: +91-7878007972, +91-7878007973, or 180030702232 "Tollfree,
24X7"
E-mail- eproc@rajasthan.gov.in
7. Tender Form & handwritten rates would not be accepted in Tender Box,
8. Please read carefully the steps of submitting Tender online.
9. Bidders are also advised to refer "Bidders manual" available under "Downloads" section for further details about the e-tendering process.

| | | | |
|--|---------------------|--|---|
| Grievance Redressal during procurement process | | | |
| | Grievance Redressal | | Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the Appellate Authority, as specified below: |
| | | | Appeals: -Appellate authority- (i) MD, RCDF Ltd. Jaipur (ii) Principal Secretary Gopalan, Government of Rajasthan |

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

Filing an appeal

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

Provided that the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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

(1) Appeal not to lie in certain cases

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

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

(2) Form of Appeal

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

(3) Fee for filing appeal

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

(4) Procedure for disposal of appeals

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

**Annexure
FORM No.1
[See rule83]**

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

Appeal Noof

Before the (Appellate Authority)

1. Particulars of appellant:

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

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

- 1.
- 2.
- 3.

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

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

अनुभाग-II

निविदादाताओं की अर्हता, पात्रता एवं मूल्यांकन की शर्तें

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

| क्रम संख्या | विवरण | रजि. संख्या | वर्ष | पंजीकरण दिनांक | संलग्नक |
|-------------|--|-------------|------|----------------|---------|
| 1. | वस्तु एवं सेवा कर (GST) | | | | |
| 2. | आयकर (पैन नंबर) | | | | |
| 3. | राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 या बिजिनेस रजिस्ट्रेशन नम्बर (BRN)/UAN/UDYAM या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत | | | | |

2. निविदादाता प्रतिष्ठित उत्पादक/डिस्ट्रीब्यूटर/डीलर/सेवादाता होना चाहिये।
3. निविदादाता को निविदा प्रपत्र फीस, आर.आई.एस.एल. प्रोसेसिंग फीस, ई.एम.डी. राशि जमा करवाना आवश्यक है अन्यथा निविदा निरस्त कर दी जावेगी।
4. निविदादाता द्वारा जयपुर संघ अथवा संघ के अधिकारियों/कर्मचारियों के विरुद्ध (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित होने पर निविदा में भाग नहीं ले सकते।
5. निविदादाता जिन्हें पूर्व में संघ द्वारा किसी भी कारण से अयोग्य किया गया है/निलम्बित/अनुबंध निरस्त किया गया है/ब्लेक लिस्टेड किया गया है वे इस निविदा में भाग नहीं ले सकते।
6. निविदादाता जिनका संघ के किसी भी अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य से/दुग्ध समितियों के पदाधिकारी वित्तीय सम्बन्ध है वे इस निविदा में भाग नहीं ले सकते।
7. निविदादाता जिनका संघ के संचालक मण्डल के सदस्य/दुग्ध समितियों के पदाधिकारी/अधिकारी /कर्मचारी से रक्त सम्बन्ध है वे इस निविदा में भाग नहीं ले सकते।
8. निविदादाता जो दिवालिया/नाबालिक/अस्वस्थ मस्तिष्क के हैं वे इस निविदा में भाग नहीं ले सकते।
9. निविदादाता जो संघ के समान/प्रतिस्पर्धी कार्य/व्यापार में लिप्त हैं वे इस निविदा में भाग नहीं ले सकते।
10. निविदादाता वर्तमान में किसी भी अन्य प्रतिस्पर्धी ब्रांड के कार्यालय/संयंत्र में अनुबंध के अंतर्गत कार्यरत हैं वे इस निविदा में भाग नहीं ले सकते।
11. जयपुर दुग्ध संघ में सुरक्षा कार्य के अनुबन्धित ठेकेदार, पशु आहार संयंत्र कालाडरा के सभी अनुबन्धित ठेकेदार जयपुर दुग्ध संघ के निविदाओं में भाग नहीं ले सकते।
12. वे निविदादाता जिनको निविदा में भाग लेने से सीमित किया जाता है उसके लिये निविदा की विशेष शर्तों में मय सीमित करने का आधार का उल्लेख किया जावेगा।
13. निविदादाता द्वारा प्रस्तुत शपथ पत्र में दी गई घोषणा गलत पाये जाने पर धरोहर /सुरक्षा राशि/बैंक गारंटी/अन्य देय भुगतान संघ में जब्त समझी जावेगी एवं टेण्डर की अवधि के दौरान तथ्य उजागर होने पर टेण्डर को निरस्त भी किया जा सकेगा। जिसके लिए निविदादाता स्वयं जिम्मेदार रहेंगा।
14. निविदादाता को निविदा से सम्बन्धित सभी शर्तें माननी होगी। निविदादाता द्वारा सशर्त निविदा प्रस्तुत किये जाने पर वह निविदा निरस्त मानी जावेगी।
15. निविदादाता को जी.एस.टी. में पंजीकृत व पेन नम्बर का प्रमाण पत्र प्रस्तुत करना होगा।
16. निविदादाता के पास फूड सेफ्टी लाईसेन्स होना आवश्यक है।
17. निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
18. निविदादाता को निविदा प्रपत्र व संलग्न दस्तावेजों के प्रत्येक पृष्ठ पर हस्ताक्षर एवं सील अंकित करनी होगी।
19. एम.एस.एम.ई. निविदादाता को किसी भी प्रकार की टेण्डर फार्म राशि ई.एम.डी./सिक्योरिटी राशि में छूट नहीं दी जावेगी।
20. परिवार के सदस्य जिनके निविदा दाता से रक्त सम्बन्ध हैं और जो निविदा दाता पर आश्रित हैं वे निविदा में भाग नहीं ले सकते हैं।
21. **Security, Piecemeal Contractor, Tanker Transporter, Labour Contractor person blood relation with Employee, BOD, RCDF approved Distributor, Rural milk Distributor, City Supply Milk Distributor, Malls/stores supply contractor, terminated contractor, Fresh Products supply distributor and Taxi proider contractor are not eligible to participate.**

Evaluation and Qualification Criteria

- I. Submit acceptance of tender document and specifications in the enclosed format.(**Form Tech-1**)
 - II. Submit details of Organization Profile and current works in hand Value and other commitments, **if any**, (Attach copies of Work Orders) .(**Form Tech-2**)
 - III. Bank Guarantee Form for Registration /Bid Security, **if applicable** (**Form Tech-3**)
 - IV. Declaration by the Applicant in compliance of the Section 7 & 11 of the RTTP Act. .(**Form Tech-4**)
 - V. Power of Attorney.(**Form Tech-5**)
 - VI. Affidavit. (**Form Tech-6**)
 - VII. The Applicant must have PAN number and GST number upload copies of PAN & GST/ITR one year.
 - VIII. The successful Applicant will be one who fully agrees to comply with all the terms and conditions of this Bid documents without any omission, deviation and reservation and possesses the required qualifications and experience and whose financial bid is evaluated as the highest by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.
 - IX. Upload Food license, issued by **FSSAI** (Food Safety and standard Authority of India). Without Food License Tender will not be considered. Registration/applied for will not be considered.
 - X. Upload scanned & signed copy of all pages/documents of tender form.
 - XI. Upload ITR copy of last 2 years.
 - XII. Upload GST return of last one year.
- Note: -** Bidder must submit all required document and fill the required information in the tender document before uploading. In case any information is left blank then its document (copy) will not be taken afterwards and tender will be rejected. Only in case of “incomplete” information the copy of that document will be taken afterwards to verify the same.

अनुभाग-III

निविदा की सामान्य शर्तें

1. निविदा प्रपत्र दो भागों में है (तकनीकी भाग-भाग "अ" एवं वित्तीय भाग-भाग "ब")। निविदादाता द्वारा दोनों भाग अलग अलग भरे जाने हैं एवं दोनों ही भाग अलग अलग लिफाफों में सीलबंद कर प्रस्तुत करना होगा तथा लिफाफे पर फर्म का नाम इत्यादि विवरण अंकित करना आवश्यक है। ई-टेंडर होने की स्थिति में भाग "अ" तथा भाग "ब" अलग-अलग अपलोड किये जाने हैं ।
2. निविदादाता द्वारा प्रस्तुत निविदा के भाग "अ" के साथ विशेष शर्तों के अनुसार धरोहर राशि (अरनेस्ट मनी), टेंडर फार्म फीस के ड्राफ्ट जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर के नाम संलग्न करनी होगी एवं टेंडर प्रोसेसिंग फीस का ड्राफ्ट MD RISL के नाम जमा करवाना होगा। जिसके अभाव में निविदा निरस्त मानी जावेगी। सफल निविदादाता की धरोहर राशि सुरक्षा राशि के पेटे समामेलित कर दी जावेगी। ई-टेंडर होने की स्थिति में धरोहर राशि, टेंडर फार्म फीस एवं टेंडर प्रोसेसिंग फीस के ड्राफ्ट की स्कैन की हुई कॉपी भाग "अ" के साथ अपलोड की जानी है तथा मूल ड्राफ्ट इस कार्यालय में दिये गये निर्देशों के अनुसार जमा करानी आवश्यक है ।
3. असफल निविदादाताओं को निविदा प्रक्रिया पूर्ण होते ही उनकी धरोहर राशि लौटा दी जावेगी।
4. धरोहर राशि निम्न कारणों से जब्त की जायेगी :-
 1. यदि निविदादाता निविदा खुलने के पश्चात अपनी निविदा वापस लेता है या परिवर्तन करता है ।
 2. यदि निविदादाता दर स्वीकृति पत्र में दिये गये समय के अंदर सुरक्षा राशि एवं अनुबन्ध नहीं करता है।
 नोट : यदि उक्त कारण से निविदादाता की धरोहर राशि जब्त की जाती है तो वह पार्टी भविष्य में संघ में किसी भी निविदा प्रक्रिया में भाग नहीं ले सकेगी। ऐसे निविदादाता जिनकी धरोहर राशि पूर्व में जब्त की जा चुकी है वे इस निविदा में भाग लेने के लिये अयोग्य होंगे।
5. भाग "अ" के साथ सभी प्रकार के दस्तावेज इत्यादि संलग्न/अपलोड किये जाने आवश्यक है । **कोई भी आवश्यक दस्तावेज नहीं होने की स्थिति में निविदा अस्वीकृत कर दी जावेगी ।** भाग "ब" के लिफाफे में सिर्फ वित्तीय भाग ही होना चाहिए ।
6. सफल निविदादाता को (विशेष शर्तों के अनुसार, यदि आवश्यक हो तो) बैंक गारन्टी दिया जाना अनिवार्य हैं। जो कि अनुबन्ध समाप्ति की अवधि के छः माह पश्चात तक की होना अनिवार्य हैं ।
7. अनुबंध की अवधि को संतोषजनक कार्य होने की स्थिति में तीन माह के लिए उन्हीं शर्तों पर बढ़ायी जा सकती है
8. अनुबन्ध हस्ताक्षरित करने से पूर्व विशेष शर्तों के अनुसार सिक्यूरिटी के रूप में वांछित राशि जमा करानी होगी जिस पर कोई ब्याज देय नहीं होगा । सुरक्षित राशि अनुबन्धित कार्यावधि सफलतापूर्वक समाप्ति के 6 माह पश्चात निम्न शर्तें पूरी हो जाने के उपरान्त चैक से लौटाई जा सकेगी :-
 - (अ) निविदादाता को अनुबन्ध समाप्ति उपरान्त एक इण्डेमिनिटी बाण्ड सौ रुपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर हस्ताक्षर करने पर ।
 - (ब) सभी सम्बन्धित अनुभागों से बकाया नहीं प्रमाण पत्र प्रस्तुत करने पर ।
 - (स) श्रमिक अधिनियमों के अन्तर्गत भविष्य निधि, राज्य कर्मचारी बीमा नियम में जमा का प्रमाण पत्र प्रस्तुत करने पर (यदि आवश्यक हो तो) ।
 - (द) कान्ट्रैक्ट लेबर अबोलिशन एक्ट के अधीन श्रमिकों के उपस्थिति, वेतन भुगतान भविष्य निधि योजना व जमा राशि इत्यादि की औपचारिकतायें पूरी किये जाने के सम्बन्ध में निर्धारित प्रपत्रों, पंजिकाओं में रिकार्ड संधारण किये जावेगें तथा आवश्यकता पर प्रतियाँ प्रस्तुत करनी होगी। (यदि आवश्यक हो तो) ।
 - (य) सभी वैधानिक आवश्यकतायें मय आयकर/टैक्स (यदि हो तो) व अन्य टैक्स नियमानुसार जमा करवाने की प्रक्रिया पूरी करनी होगी। अनुबंधकर्ता द्वारा टैक्स जमा कराने सम्बन्धी दस्तावेज की प्रतिलिपि (यदि आवश्यक हो तो) प्रस्तुत करनी होगी ।
9. निविदा प्रपत्र के **विशेष शर्तों** में कार्य सम्बन्धी समस्त विवरण व शर्तों का विवरण दिया गया है । निविदादाता को इनके प्रत्येक पृष्ठ पर अपने हस्ताक्षर अंकित करके चाहे गये समस्त दस्तावेजों को स्वयं सत्यापित फोटो प्रति तथा अमानत राशि का ड्राफ्ट संलग्न करते हुये पृथक रूप से एक मोहरबन्द लिफाफे में जिस पर निविदा कार्य का नाम व "भाग अ" अंकित करना होगा । ई-टेंडर होने की स्थिति में भाग अ तथा भाग ब अलग अलग अपलोड किये जाने हैं ।

10. निविदा प्रपत्र का भाग “ब” में निविदादाता द्वारा दी जाने वाली दर भरी जानी है तथा इस दर के प्रपत्र को एक पृथक मोहरबन्द लिफाफे में जिस पर कार्य का नाम व भाग “ब” अंकित हो प्रस्तुत की जानी है। **ई-टेंडर होने की स्थिति में भाग “ब” निर्धारित प्रपत्र में अलग अपलोड किया जाना है।**
11. उपरोक्त दोनों मोहरबन्द लिफाफे को एक अन्य लिफाफे में मोहरबन्द करके उस पर कार्य विवरण व निविदा खुलने की तारीख अंकित करते हुये निर्धारित अवधि से पूर्व प्रस्तुत किया जाना आवश्यक है। यह सिर्फ उन निविदाओं के लिए लागू होगा जिसमें ई-निविदा नहीं भरी जानी है।
12. निविदादाता द्वारा सम्बन्धित कार्य के लिये प्रस्तुत की जाने वाली निविदा के भाग “अ” में चाही गई वांछित सूचनाएं एवं दस्तावेजों व निर्धारित ई.एम.डी. (अमानत राशि) जमा होने के आधार पर योग्य पाये जाने वाले निविदादाताओं की निविदाओं के सम्बन्धित भाग “ब” को खोला जावेगा।
13. निविदादाता द्वारा प्रस्तुत निविदा पत्र के भाग “अ” में किसी भी अपूर्ण सूचना अथवा सम्बन्धित दस्तावेजों की सत्यापित प्रति या ई.एम.डी. (अमानत राशि) के अभाव में अयोग्य घोषित किये जाने पर उनके द्वारा प्रस्तुत भाग “ब” पर विचार नहीं किया जावेगा।
14. निविदा पत्र के भाग “ब” में सम्बन्धित कार्य हेतु निविदादाता द्वारा प्रस्तुत दरो का उल्लेख अंको एवं शब्दों में स्पष्ट रूप से अंकित करना आवश्यक होगा। किसी प्रकार की ओवरराईटिंग पर सूक्ष्म हस्ताक्षर करना होगा। किसी संशय की स्थिति में शब्दों में लिखी राशि को ही मान्य किया जावेगा। **ई-टेंडर होने की स्थिति में दरें निर्धारित प्रपत्र में ही भरी जानी है।**
15. सफल निविदादाता को जयपुर दुग्ध संघ का नोमिनल सदस्य बनना आवश्यक है।
16. किसी प्रकार की शर्त जोड़ने एवं हटाने का अधिकार निविदादाता को नहीं होगा।
17. निविदादाता को निविदा पत्र के समस्त पृष्ठों पर हस्ताक्षर करना आवश्यक होगा। ई-टेंडर होने की स्थिति में प्रत्येक पृष्ठ पर हस्ताक्षर कर अपलोड किया जाना होगा।
18. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय में निहित रहेगा।
19. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबन्धकर्ता को इस कार्यालय में सूचित करना आवश्यक है। परन्तु यह परिवर्तन किसी भी पूर्व पार्टनर को अनुबंध के दायित्व से मुक्त नहीं करेंगीं। परिवर्तन के पश्चात भी अनुबंधकर्ता फर्म अनुबंध की शर्तों से बंधी हुई रहेंगी।
20. कार्य आदेश देने के 15 दिवस के अन्दर समस्त औपचारिकतायें पूर्ण कर कार्य प्रारम्भ करना होगा। जिसके अभाव में कार्य आदेश निरस्त कर अमानत राशि जब्त की जा सकेगी।
21. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा।
22. निर्धारित अवधि के बाद प्रस्तुत/अपलोड किये गये निविदा प्रपत्र पर विचार नहीं किया जावेगा।
23. निविदायें सीलबन्द लिफाफे में प्रकाशित निविदा सूचना एवं टेके की शर्तों के अनुसार निर्धारित समय में संलग्न प्रार्थना पत्र में अपना पूरा स्थायी पता व पत्र व्यवहार करने का पता टेलीफोन नम्बर अपना ई-मेल पता इत्यादि बिना किसी अपलेखन (OVER WRITING) के प्रविष्टियों पूर्ण कर प्रत्येक पृष्ठ पर इस आशय के साथ कि मैंने प्रत्येक शर्त को पढ लिया है व समझ लिया है अपने हस्ताक्षर कर जमा कराना होगा। निविदादाता/अनुबंधकर्ता को कोई भी सूचना उसके ई-मेल के पते पर प्रेषित की जा सकती है। ई-मेल पर भेजी गई सूचना निविदादाता/ अनुबंधकर्ता को उसी दिन प्राप्त हुई मानी जावेगी।
24. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं, जहां विशेष शर्तों के अनुसार अनुभव प्रमाण पत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है।
25. यदि कोई निविदादाता द्वारा कोई तथ्य छुपाया जाता है जोकि अनुबन्ध अवधि में सामने आता है तो अनुबंध निरस्त कर धरोहर राशि/सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान जब्त कर लिया जावेगा।
26. व्यवस्था में परिवर्तन होने पर एवं संघ हित में अनुबंध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा।
27. संघ हित में विशेष परिस्थिति उत्पन्न होने पर अनुबन्ध की शर्तों में कोई शर्त जोड़ी या घटाई जा सकती है।
28. अनुबंध की अवधि अनुबन्धित कार्य प्रारम्भ करने के दिन, जिसकी गणना अनुबन्ध में वर्णित समस्त शर्तों को नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध हस्ताक्षरित किये जाने के उपरान्त कार्य आवंटन दिनांक से की जावेगी। नॉन ज्यूडिशियल स्टाम्प पेपर की कीमत राज्य सरकार द्वारा जारी परिपत्र के प्रावधान के अनुसार होगी।
29. मोहरबन्द निविदा निर्धारित तिथि व समय पर जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर के कार्यालय में खोली जावेगी व उस समय निवेदक स्वयं या उसका अधिकृत प्रतिनिधि को उपस्थित रहने हेतु

इजाजत होगी । ऐसा इसलिये भी आवश्यक है कि उस दिन आवश्यक होने पर निविदा दरों पर नेगोशियेशन भी हो सकता है । ई-टेंडर होने की स्थिति में निर्धारित तिथि एवं समय पर निविदाएं डाउनलोड की जावेगी ।

30. निविदादाताओं द्वारा प्रेषित की गई दरें जयपुर दुग्ध संघ प्रशासन के पास विचार कर नियमानुसार स्वीकार करने के लिये निविदा खुलने की तिथि से तीन माह तक खुला रखना होगा ।
31. अनुबंधकर्ता द्वारा सम्पादित कराये गये कार्य का विवरण के समय निर्धारित प्रपत्र में भुगतान हेतु बिल अनुभाग अधिकारी द्वारा प्रमाणीकरण करवाकर कार्यालय में कार्य पूरा होने अथवा प्रत्येक माह की समाप्ति पर माह की पांच तारीख तक प्रस्तुत किया जायेगा । अनुबंधकर्ता द्वारा प्रस्तुत बिल में से नियमानुसार कटौती की जावेगी ।
32. अनुबंधकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विभाग अधिनियम, कांटेक्ट लेबर एक्ट 1970, आयकर अधिनियम, कर्मचारी भविष्य निधि अधिनियम, राज्य कर्मचारी अधिनियम, बाल श्रमिक रोकथाम एवं रेग्युलेशन एक्ट 1986 एवं आईएसओ 22000 के सिद्धान्तों की अनुपालना स्वयं को करनी होगी ।
33. अनुबंधकर्ता को अपने प्रत्येक कर्मकार के लिये रू0 05 लाख बीमित मूल्य का दुर्घटना बीमा करवाना अनिवार्य है । कार्य के दौरान कर्मकार के साथ किसी भी प्रकार की दुर्घटना होने पर समस्त कार्यवाही करने का दायित्व अनुबंधकर्ता का होगा ।
34. अनुबंधकर्ता को अपने कर्मकारों का स्वास्थ्य परीक्षण प्रत्येक 06 माह में करवाना आवश्यक है एवं सम्बन्धित रिकार्ड संस्था में देना होगा ।
35. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर/ कर्मकार की तरह कार्य नहीं करेगा ।
36. कार्य स्थल पर अनुबंधकर्ता अथवा उसका सुपरवाइजर कार्य के दौरान उपस्थित होना चाहिए ।
37. अनुबंधकर्ता को कोई भी शर्त जोड़ने अथवा हटाने या परिवर्तन करने का अधिकार नहीं होगा । अनुबंधकर्ता द्वारा किसी भी शर्त के उल्लंघन करने पर शास्ति आरोपित करने अथवा बिना किसी नोटिस या कारण बताये अनुबंध समाप्त करने का अधिकार दुग्ध संघ, जयपुर के प्रशासन का होगा ।
38. प्रबन्ध निर्देशानुसार कार्य सम्पादित करवाने हेतु अनुबंधकर्ता को स्वयं या उसके द्वारा नियुक्त प्रतिनिधि/पर्यवेक्षक के माध्यम से सम्बन्धित अनुभाग अधिकारी से अनिवार्य रूप से प्रतिदिन प्रति पारी सम्पर्क स्थापित करना होगा एवं आपात स्थिति में सम्पर्क स्थापित करने हेतु अनुबंधकर्ता या उसके प्रतिनिधि की उपलब्धता के सम्बन्ध में भी प्रबन्ध को अवगत कराना होगा ।
39. Appeals: -Appellate authority - (i) MD, RCDF Ltd. Jaipur
(ii) CS Secretary Gopalan, Government of Raj.
Procedure for appeal is mention at Section "I"
40. सम्बन्धित अनुबंधकर्ता से अनुबन्ध अवधि में जो भी सूचना या दस्तावेज इस संघ द्वारा मांगे जावेगें वे निश्चित अवधि में उपलब्ध करवाने आवश्यक होंगे यदि अनुबंधकर्ता के द्वारा दस्तावेज/सूचना नहीं दी जाती है तो अनुबन्ध की शर्तों की अवहेलना माना जावेगा तथा प्रबन्धन इस अनियमिता के लिये अनुबन्धकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबन्ध भी निरस्त किया जा सकेगा ।
41. अनुबंध अवधि के दौरान कार्य अंसतोषजनक होने पर प्रशासन द्वारा अनुबंध निरस्त किया जा सकता है । इस स्थिति में अनुबंधकर्ता की सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान भी जब्त किये जावेगें ।
42. अनुबन्ध अवधि के दौरान अनुबन्धित अनुबंधकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती हैं तो अनुबंधकर्ता को बकाया नहीं प्रमाण पत्र एवं धरोहर राशि व अन्य कोई राशि वांछित सूचना उपलब्ध करवाने तक नहीं दी जावेगी । अनुबन्ध अवधि समाप्त हो जाने के पश्चात किसी भी अधिकार के अन्तर्गत यदि कोई सूचना वांछित होती है तो वह सूचना अनुबन्धकर्ता द्वारा उपलब्ध करवाया जाना आवश्यक होगा ।
43. निविदा प्रपत्र की सभी शर्तें अनुबन्ध का हिस्सा होंगी ।
44. यदि राज्य/केन्द्र सरकार द्वारा सर्विस टैक्स व अन्य कोई नया कर निविदा के पश्चात निर्धारित किया जाता है तो उसका भुगतान देय दरों के अतिरिक्त होगा ।

45. पात्रता की शर्तें संख्या 12 में निविदादाताओं को सीमित करने के आधार निम्नानुसार वर्णित हैं।

- i) एक ही ठेकेदार द्वारा समस्त कार्यों का ठेका लेने की सम्भावना बढ़ जायेगी व किसी भी समय उसके द्वारा कार्य रोके जाने पर पूरी डेयरी का कार्य/सिटी सप्लाई बाधित हो सकती है। इस प्रकार की घटना पूर्व में भी जयपुर डेयरी में घटित हो चुकी है।
- ii) सुरक्षा व्यवस्था में कार्यरत ठेकेदार यदि अन्य कार्यों का भी ठेका ले लेता है तो उसी के कर्मकार संयंत्र के अन्दर-बाहर आते जाते रहेंगे। ऐसे में ये किसी भी प्रकार की चोरी/अनियमितता होने पर संघ के उच्चाधिकारियों को रिपोर्ट नहीं करेंगे एवं कार्य में पारदर्शिता नहीं रहेगी।
- iii) एक ही ठेकेदार यदि समस्त कार्यों का ठेका ले लेता है तो यह स्वाभाविक रूप से एकाधिकार व हठधर्मिता प्रदर्शित करेगा।
- iv) यह है कि निविदा में ज्यादा से ज्यादा निविदादाता भाग लेने चाहिए जिससे प्रतिस्पर्धात्मक रूप से दरें प्राप्त हो सकती हैं। ऐसे में दुग्ध संघ में कार्यरत वर्तमान ठेकेदारों के अतिरिक्त बाहर से ज्यादा से ज्यादा फर्मों को भाग लेने हेतु प्रोत्साहन मिलेगा।

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

उपरोक्त समस्त शर्तें पढली हैं व मान्य हैं।

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.
Near Gandhi Nagar Railway Station, Jaipur
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MANAGER (PLANT):0141-2711583
E-Mail:jaipurdairy@jaipurdairy.com Website: <http://www.jaipurdairy.com>

SECTION-IV

GENERAL TERMS AND CONDITIONS OF TENDER FOR LEASING OF “MILK BAR NO. 195 MILK CHILLING CENTER DAUSA”

Note:- These terms and conditions should be read very carefully by the tenderer/bidder while quoting their rates.

1. Pre Qualification Bid and Price Bid MUST be submitted in **separately** and properly sealed **envelopes, duly super scribing the name / type MB 195(Chilling center Dausa). for which Lease holder is applied should be submitted on the envelopes, according to the directions given in these terms & conditions attached with Pre Qualification bid application.** Every Applicant shall read carefully the terms and conditions before submitting the application. **Only those who qualify in Pre Qualification bid will be considered for Price bid opening.** Only one representative or an applicant would be allowed to participate at the time of opening the tender.
2. Tenders are invited for running the –MB 195 situated at chilling center Dausa on **lease basis the agreement would be for a period of Two Years which can further be extended in full or part subject to satisfactory performance for three months on the terms and condition with the mutual consent of both the party.**
3. The Managing Director, Jaipur Milk Union, reserves all rights to reject any/all the bids in full or part without assigning any reasons thereof. Orders can be placed to any party and not necessarily the highest bidder. The firm will not have any right to say in this regard.
4. **The bidder shall be deemed to have carefully examined the terms and conditions, of work to be carried out. If he has any doubt as to the meaning of any portion of these conditions. he shall **contact Deputy Manager (Mktg), Milk Union Jaipur and get clarification before signing the bid document****
5. The bid must be submitted in properly sealed envelope superscribing with “for Leasing of MB 195. The bidders or their agent shall have to submit their bids personally at the office mentioned above as per schedule. **The rate to be quoted shall be on monthly basis,** which should not be altered in any circumstances and the rates shall be entered in word as well as in figures. **The payment of this monthly lease shall be made in advance up to 10th of every month to milk union, Lease money increase 10 % after every one year. Three months lease money is required to be deposited in advance at the time of commencing the job.**
6. The payment of actual amount of **bill of Electricity/Water payable to appropriate authority by the Jaipur Milk Union. Bill have to be directly paid by the bidder** and receipt to this effect shall have to be deposited with Jaipur Milk Union, Jaipur **with in seven days of deposition.** No reimbursement on this account shall be made by the Jaipur Milk Union.
7. The timings for selling the SARAS brand milk; milk products shall be as per instructions of Dairy Management issued from time to time. The bidder at his own cost, which shall not be claimed from Jaipur Milk Union, shall make the arrangement to this effect.
8. The goods shall be delivered by Jaipur Dairy at the Milk Bar and the delivery of the goods shall be taken by the leaseholder (successful bidder) or his representative after due checking as to quantity and quality etc. **on cash and carry basis (cash payment basis).**

9. The prevailing MRP of milk & milk products shall be properly displayed by the successful bidder/leaseholder at the sale counter of Milk Bar.
10. The sale of the Saras Milk and Milk Products outside the counter/specified area of the Milk Bar shall not be allowed in any case. Like wise sale of any other goods/ milk & milk products other than Saras Brand shall not be allowed. In case of any breach of the terms and conditions of the agreement lease - contract can be terminated at any time without giving any notice.
11. Jaipur Dairy shall fix the selling price (MRP) of milk & milk products from time to time and in no case shall the Leaseholder sell products to the consumer at a price higher than those fixed by the JZDUSS.
12. The retailer price and the MRP of the Saras milk & milk products are subject to change from time to time and the rate prevailing on the date of actual delivery shall be applicable. No prior information of the rate changes shall be given to the Leaseholder on this account. Leaseholder shall obtain milk & milk products from respective distributors on retailer price further to sell to consumers on MRP (consumer price)
13. **The constructed structure, equipments, machines, and other items if any with fixtures as may be provided by Jaipur Milk Union to the leaseholder shall have to be kept by him intact or in running conditions and at the time of expiry of contract or at the time of termination of agreement the same will have to be handed over back to the Jaipur Dairy without any loss or damage. Maintenance responsibility of such items & constructed structure along with the premises of the Milk Bar shall be of leaseholder.** If any loss/damage occurs to the building, structure & premises etc, the cost of the same shall be recoverable from the Security Money or Bank Guarantee of the leaseholder. All type of requisite furniture shall be managed, as per approved specifications of Jaipur Dairy, by the Leaseholder at his own cost. Besides this, if required, additional equipments like freeze etc shall be managed by the leaseholder at own cost.
14. Leaseholder shall ensure that the land/premises of Milk Bar is not encroached /trespass by any body during his lease period. Leaseholder shall be solely responsible for such wrongful possession /take over of Jaipur Dairy's property by any person and such loss shall be recovered from leaseholder.
15. No additions and alterations should be made in the tender/bidding form. No overwriting should be done. Corrections, if any, should be done clearly and shall be properly initialed.
16. The bidder shall sign on each page of the bid document, terms and conditions in token of acceptance.
17. Tender application must be accompanied by an **earnest money of Rs. 22,000/- (Rupees Twenty-Two Thousand only) failing which the bid will not be considered.** The amount should be deposited in form of Bank Draft / Pay Order / Banker's Cheque in favor of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.
18. The bidders should attach following documents alongwith their bid:-
 - i) Attested copy of Income tax return (one year).
 - ii) Attested copy PAN certificate.
 - iii) Bank draft / pay order / Bankers cheques of Rs.50000/-(Rs. Fifty Thousand only)
 Any form of request for alteration of terms and conditions shall not be entertained.
19. Direct or indirect canvassing on the part of the bidders or their representative shall disqualify the bid/contract.
20. The successful bidder will have to execute a contract/agreement with Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur for leasing of Milk Bar 195 in the prescribed manner as per terms and conditions and have **to deposit a cash security amounting Rs 50,000/- and a Bank Guarantee worth Rs 1,50,000/- for**

the performance of the contract immediately after the acceptance of the bid is communicated. The security deposits can be furnished in the form of either banker's cheques or pay orders or bank draft.

21. In the case of successful bidder, the earnest money shall be converted into security deposit. The 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 Jaipur Milk Union on such security amount. In case of breach of any terms and conditions of the contract, or on unsatisfactory performance of the contract Jaipur Milk Union shall have an absolute right of being compensated, and the security deposit shall also, in such an event, be liable to forfeiture in full or part for being appropriate toward aforesaid compensation, Decision of the Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur shall be final in this regard. If the bidder fails to deposit the 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 earnest money besides any other action for this purpose.
22. **The Leaseholder shall be responsible for the payment of all taxes, statutory levies/service charges etc. For running of milk bar if applicable.**
23. The contractor shall not reassign or sublet his contract or any substantial part thereof to any other firm/individual/party and in the event of Jaipur Milk Union getting to know of such an arrangement, the contract shall be liable to cancellation.
24. If the successful bidder/party fails to comply with any of the terms and conditions of the agreement or in any kind acts against the interest of the Jaipur Milk Union/ RCDF in any manner which may adversely affect the business or reputation of Jaipur Milk Union /RCDF or commits any act which is incompatible with this agreement, the Jaipur Milk Union shall terminate this agreement forth with without any notice.
25. Notwithstanding any thing contained in these terms & conditions, the Jaipur Milk Union shall have absolute right to terminate the contract at any time in the duration of the contract with out giving prior notice to the party or assigning any reason thereof. The decision of the Chairman JZDUSS Ltd Jaipur shall be final & binding in this respect. The approved bidder / firm hereby agrees to have no right to obtain any temporary injunction against Jaipur Milk Union/RCDF regarding termination.
26. If any dispute or difference shall at any time arises between the two parties in this respect or concerning any this here in contained or arising out of this agreement as to the rights, liabilities or duties of the said parties, hereunder or as to the recovery of any amount, the same shall be referred to the sole arbitrator. The sole arbitrator shall be The Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., or person nominated by him. The decision of the sole arbitrator shall be final and binding on both the parties.
27. Whereas for any dispute or for filing of suit arising out of the above agreement, the courts of Jaipur shall only have jurisdiction.
28. Items other than Saras Products supplied by the Jaipur Dairy would not be allowed to sale from the Milk Bar. Only scheduled products for which written permission granted by the Jaipur Dairy, shall be allowed to be sold from the Milk Bar. The Jaipur Dairy would decide the quality and rate of such permitted products.
29. Consignment of all the products as per the indent shall be handed over to the leaseholder as scheduled strictly only on cash payment basis through distributor on prevailing retailer price further to be sold to the consumers on consumer price.
30. The Leaseholder shall, at their own cost, employ salesmen or assistants as are necessary for the sale of these products and shall have to bear all incidental charges required for this purpose. Leaseholder shall be the principle employer of such all employees and will have to fulfill all the statutory requirements with respect to ESI/ PF/ Labor law etc acts and rules made theirunder.

31. The Leaseholder shall not sale any of the products supplied by Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur to any other person outside the area assigned unless otherwise permitted by Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur.
32. The Leaseholder shall at all times during the continuance of said lease Agreement observe all directions and instructions which may be given to them by the Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur concerning the sale or disposal of the said products and connected matters. The Leaseholder will produce all relevant records and the products stored in their custody for the inspection of the officers of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur authorized by Managing Director on his behalf.
33. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., shall not be liable for any loss or damage that may occur to any products or which may otherwise be incurred in the manner of the storage or sale of the products once the custody of the products is handed over to the Leaseholder or his employ in good condition.
34. The Leaseholder shall bear the actual expenses of the electricity/water cost as per bill and provide rent-free accommodation for storage of the products of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., and for office with telephone facilities etc without charges, if so required for meeting emergency situation. Fumigation and pest control of accommodation shall be arranged by them periodically at their own expenses as per instructions from Jaipur Zila Dugdh Utpadak Sahakari Sangh., Jaipur.
35. The Leaseholder shall bear all expenses and any other liability right from the receipt of goods till their sales without any extra claim/charges.
36. Upon the Leaseholder's sales bills/cash memos etc, the Leaseholder shall mention the name of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., as their principals.
37. The payment of lease money shall be on monthly basis through Bank Draft payable in favour of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur in advance by the 10th of every month. Failing which a penalty of Rs. 100/- per day may be charge from leaseholder.
38. The Leaseholder shall at all time display the SARAS products properly including POP materials like posters / danglers / glow sign board, etc as per instructions of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur
39. The employees of Leaseholder shall always be suitably dressed in a uniform bearing the SARAS logo as prescribed by milk Union Jaipur for which no payment shall be made by Jaipur Milk Union, Jaipur Like wise the identity card have to be issued by the Leaseholder to all his employees.
40. The Milk Bar shall be opened as per requirement and instructions issued by the Jaipur Dairy from time to time on every day during the operation of contract.
41. The cleanliness of the Milk Bar and its surrounding shall be ensured by the Leaseholder during the operation of contract at his own cost for which no reimbursement shall be made by the Jaipur Milk Union.
42. The employees of the Leaseholder will be directed by the Leaseholder to behave with customers properly and if complaint is received as to the same the Leaseholder would have to immediately redress the complaint and remove the cause of action at his own cost and consequences.
43. The Leaseholder against the advance payment through Bank Draft shall receive the SARAS Milk and Milk products. The rates prevailing on the date of actual delivery shall be final and binding. No unsold goods shall be taken back by the Jaipur Milk Union. The leaseholder should give his demand of milk & milk

products to Jaipur Dairy in marketing section on daily basis. Fresh products & Ghee shall supply by distributor on cash at retailer rate.

44. The SARAS Milk and Milk Products shall be sold on “ First come first sold” basis by the Leaseholder and the **goods after their expiry date shall not be allowed to be sold in any case.** If any complaint in this regard is received, **only the Leaseholder shall be liable on this account and Jaipur Milk Union, Jaipur shall not be responsible for this kind of lapse on the part of Leaseholder.**
45. All payments are to made in favour of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur in the shape of a bank draft or a pay order or as directed by Jaipur Milk Union or its officers from time to time.
46. Bidder/Leaseholder shall start operation within 15 days of execution of agreement.
47. In addition to the above, the performance of Leaseholder shall be subject to periodical review and in case it is not found up to the mark or satisfactory, their appointment may be cancelled/terminated without assigning any reason. The decision of the Managing Director of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. shall be final and binding in this respect. The Leaseholder hereby agrees to have no right to obtain any temporary injunction against Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., or RCDF regarding termination.
48. Liability on account of sales tax and all other taxes levies/fees etc as per this arrangement will be to Leaseholder’s account and the Leaseholder will be fully responsible for payment of sales tax aforesaid taxes payable in this respect and Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur would not be liable for any tax and penalty.
49. The successful bidder shall follow all industrial/labour/factories law applicable on the Sangh, and if any violation is committed and liabilities is imposed by the competent authority or by the court of law, the tenderer will be responsible for the same.
50. The Leaseholder shall obtain / maintain food license, shop and commercial establishment license or any other license required for operation of Milk Bar from the concerned authorities at his own cost prior to start of the operations and in case of his failure to do so, he shall be solely responsible for any legal action on this account. Leaseholder shall be responsible for all type of PFA proceedings if arises during his period of lease.
51. The Leaseholder shall indemnify the Jaipur Milk Union Jaipur in respect of all claims, damages, compensation or expenses payable, if any, as a consequence of any injury or accident sustained by any workmen deployed by the Leaseholder for the discharge of its contractual obligation under this agreement.
52. Any person worker/representative misbehave with security, Jaipur Dairy staff in Jaipur Dairy it will be view seriously and suitable penalty can be imposed on Transporter/ Transporter, gate entry can be banned.
53. Food operator licence issued by FSSAI (Food Safety and Standard Authority of India) is mandatory before award of any work order.
54. Successful Tenderer have become nominal member of JZDUSS Ltd. by paying required membership fee (one time for tender period) as per act.

Form -1
TECHNICAL PROPOSAL SUBMISSION FORM
(On the letter head of the Bidder)

{ Location, Date }

To
Managing Director,
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.
Jaipur-302 015,Rajasthan

Dear Sir:

We, the undersigned, offer to **TENDER TITLE.....**, in accordance with your Bid Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as e- procurement portal i.e. <http://eproc.rajasthan.gov.in>

We hereby declare that:

- (a) All the information and statements made in this Bid/Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Bid/Proposal may lead to our disqualification by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.and action may be taken against us under the provisions of the Act and theRules.
- (b) Our Proposal shall be valid and remain binding upon us for the required period of 120Days.
- (c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Bid Document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.
- (d) We meet the Eligibility and Qualification criteria as required in the BidDocument.
- (e) Our Bid/Proposal is binding upon us and subject to any modifications resulting from the Contractnegotiations.
- (f) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the Bid Document.
- (g) We understand that the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd..is not bound to accept any Proposal that it receives.

We remain,
Yoursincerely,
Authorized

Signature

{ In

fullandinitials }:

Name

and

TitleofSignatory:

Name of Bidder (firm's/ company'sname):

In

thecapacityof:

Address: _____

Contact information (phone and e-mail): _____

**Form-2
 BIDDER'S ORGANIZATION AND EXPERIENCE**

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

A - Bidder's Organization

1. Name & full address of the firm _____
 Submitting the tender (In block letters) _____

 Phono no. _____ Mobileno. _____
 FaxNo. _____ Email address _____
2. Addressed to :JZDUSS. Ltd., Near Gandhi Nagar Railway station,Jaipur-15
3. Office Location (Complete address)

 Phone no. _____ Mobileno. _____
 FaxNo _____ Email address _____
5. Name of the person/s authorized to :
 Negotiate and sign the contract
 (Designation / status in the firm)
 (Enclose an attested photocopy of power of attorney issued by all partners/director in favour of nominated person).
6. Status of tenderer with signature : Individual/ HUF/ firm/ company
 (tick mark only) (Specify the details in enclosed annexure-I)
 (Mandatory: Before making any change in constitution of the firm, it will be intimated to JZDUSS LTD., Jaipur for approval).
7. Earlier experience in this field (if any) : Enclose the document/s.
8. Tender Fee Details:
 Rs. DD no. date.....
 JZDUSS LTD. / Name of the Bank..... Branch.....
 (The DD should be in favour of JZDUSS LTD. Ltd, Jaipur payable at Jaipur)
9. EMD Details:
 DD no. dated...../...../2019
 JZDUSS LTD. / Issued by Bank..... Branch..... (DD should be in favour
 of JZDUSS LTD., Ltd., Jaipur, payable at Jaipur. No interest will be payable on EMD.
10. MD RISL Processing Fees DD no..... Date..... Bank Name.....
 (in favour of MD RISL)
11. (a) PAN Card/No (Attach attested Photocopy)
 (b) GST No (Attach attested Photocopy)
12. Details of the Bankers: Name..... Branch.....
 District..... State..... Acc No.....
 IFSC Code.....

FORM -3
EMD/Bid Security in form of Bank Guarantee

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

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

Beneficiary:

The Managing Director
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,
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 supply **tender title.....**under Bid No. *[insert BID number]*.Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

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

- (a) has withdrawn its Bid/Tender during the period of Bid validity specified by the Bidder in the Form of Bid;or
- (b) having been notified of the acceptance of its Bid by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur during the period of Bid/Tendervalidity,
 - (i) fails or refuses to execute the Contract Form, ifrequired,
 - (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 inITB;

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) 120 days after the expiration of the Bidder’s Bid/Tender.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the powergrantedunder_____.

Name_____

In the capacity of_____

Signed_____

Duly authorized to sign the Bid Security for and on behalf of_____

Date_____

Bank’sSeal_____of BidSecurity

FORM -4
(On the letter head of the Bidder)

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

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur-302015, Rajasthan for **tender title**..... 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 Jaipur Zila Dugdh Utpadak Sahakari 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
Place: _____ Name:
Designation:
Address:

FORM -5

POWER OF ATTORNEY
(On the letter head of the Bidder)

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 **tender title**.....to be supplied by our milk unions. Including signing and submission of all documents and providing information/responses to JZDUSS LTD., JAIPUR in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of Acceptance

For Name & signature

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

FORM -6**—: शपथ — पत्र :-****(On the letter head of the Bidder)**

मैं /हम निविदादाता पुत्र श्रीपता.....
(फर्म के नाम से निविदा भरने की स्थिति में यह शपथ पत्र फर्म के प्रोपराइटर/सभी पार्टनर/सभी डायरेटर द्वारा भरा जावेगा) सशपथ घोषणा करता हूँ कि

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

Form -7

TENDER ACCEPTANCE DECLARATION

(On the letter head of the Bidder)

Tender Reference No. _____

Tender ID No. _____

Name of Tender / Work / Item _____

Dear Sir,

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

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

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

Yours Faithfully,

(Signature of the Bidder, With Official Seal)

FORM -8**—: शपथ — पत्र :—****(On the letter head of the Bidder)**

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

1. मेरे द्वारा नियोजित श्रमिकों को नियमानुसार न्यूनतम मजदूरी अधिनियम 1948 (केन्द्रीय अधिनियम 11, वर्ष 1948) के वैधानिक प्रावधानों की अनुपालना की जावेगी।
2. मेरे द्वारा नियोजित श्रमिकों को मजदूरी का भुगतान उनके बैंक खातों में ही दिया जावेगा। बैंक खातों में जमा करवायी गयी राशि का विवरण सम्बन्धित उपापन संस्था को आगामी माह के मासिक बिल के साथ अनिवार्य रूप से प्रस्तुत किया जावेगा।
3. मेरे द्वारा श्रम विभाग द्वारा निर्धारित मजदूरी दर के अनुसार श्रमिकों को मजदूरी का भुगतान किया जावेगा।
4. मेरे द्वारा राज्य में लागू श्रम नियमों के अंतर्गत अपने समस्त श्रमिकों का नियमानुसार ईपीएफ एवं इएसआई की रशि जमा करवायी जावेगी।
5. कार्य सम्पादन की अवधि के दौरान कार्य के सम्बन्ध /सदर्भ में किसी भी प्रकार की क्षतिपूर्ति का मुआवजा देने /ईएसआई करवाने/सामूहिक दुर्घटना बीमा करवाने इत्यादि की जिम्मेदारी मेरी होगी। इसके लिए उपापन संस्था की कोई जिम्मेदारी नहीं होगी।
6. श्रम विधि के अंतर्गत निर्धारित नियमों उपनियमों व अधिसूचनाओं तथा केन्द्र/राज्य सरकार द्वारा समय समय पर जारी किये गये दिशा-निर्देशों की पालना सुनिश्चित की जावेगी। श्रम विधि के अंतर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा- निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों/दायित्वों के लिये मेरी जिम्मेदारी होगी।
7. सफल निविदादाता द्वारा श्रमिकों को देय राशि पर वस्तु एवं सेवा कर (GST) की राशि अतिरिक्त रूप से देय होगी। सभी प्रकार के करों को जमा करवाने की जिम्मेदारी निविदादाता की ही होगी। निविदादाता द्वारा गत माह में जमा कराये गये वस्तु एवं सेवा कर (GST)के चालानकी प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जावेगी। वस्तु एवं सेवा कर (GST)की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवा कर (GST)का भुगतान नहीं किया जावेगा। उक्तस्थिति में वस्तु एवं सेवा कर (GST)के सम्बन्ध में उत्पन्न होने वाले किसी भी प्रकार के दायित्वोंके निर्वहन का उत्तरदायित्व निविदादाता का होगा।
8. यदि सफल निविदादाता एवं कार्य पर लगाये गये श्रमिकों के मध्य कोई विवाद होता है तो उसकी प्रबन्धकीय जिम्मेदारी निविदादाता की होगी। इसके लिए उपापन संस्था को सक्षम प्राधिकारी न्यूनतम मजदूरी अधिनियम, 1948 एवं राजस्थान अनुबंधित श्रमिक (नियमन एवंउन्मूलन) अधिनियम, 1970 का उचित प्रकार से तथा निष्ठापूर्वक पालन करने के लिए उत्तरदायी होगा।
9. नियोजित श्रमिकों को 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम 1947 के विहित प्रावधानों के अनुसार श्रम नियोजित श्रमिकों को हटाने, कार्यमुक्त करने, नोटिस वेतन, छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व निविदादाता का होगा।

अनुभाग -V

CONTRACT FORMS AND PERFORMANCE SECURITY

Contract Agreement

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

RATE CONTRACT FOR

Between

Managing Director,

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.

Near Gandhi Nagar Railway Station, Jaipur-302015

and

[Name of the Bidder]

Dated:

AGREEMENT

(On non judicial stamped paper of value Rs...../-)

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 Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.

1. (hereinafter called "the Milk Union" 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 Milk Union for-----

-----& all those articles set forth in the LOI/LOA/work order issued vide No. _____ and in the manner set forth in the aforesaid order.

3(a) And whereas the approved Bidder has deposited a sum of Rs. _____ in form of Cash Security/DD/Bank Guarantee as Performance security for the due performance of the agreement.

3(b) And whereas the approved Bidder has deposited a sum of Rs. _____ in form of Cash Security/DD/Bank Guarantee as Additional performance security for **tender title.....** offered for the due performance of the agreement. The Bank Guarantee valid for the contracted period from any scheduled Bank approved by RBI in the prescribed format of JZDUSS LTD.

3(c) And whereas the approved Bidder has agreed:

- (i) to keep the performance security or additional performance security with the Milk Union in form of Bank Guarantee for contract period or such extended period so as to cover the period of performance of contract as per the LOI/LOA/ work order. In case the approved Bidder completes its contractual obligations before contract period the additional performance security deposit can be refunded before contract period at the sole discretion of JZDUSS LTD..
- (ii) That no interest shall be paid by the Milk Union on the performance security deposit.
- (iii) That in case of breach of any terms & conditions of the aforesaid conversion LOI/LOA/work order of this agreement by the approved Bidder, the amount of the performance security or additional performance security shall be liable to forfeiture in full or part by the Milk Union.

NOW THESE PRESENT WITNESSES

1. In consideration of the payment to be made by the Milk Union at the rates set forth in the aforesaid LOI/LOA/work order, the approved Bidder will duly supply all those articles set forth in the work order issued and in the manner set forth and within the period stipulated in the conditions of the Bid/tender and order.
2. The conditions of the Bid/Tender as given in the Bid/tender document for the work, conditions of the aforesaid LOI/LOA/work order and also any subsequent amendment as may be issued by the Milk Union will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. That all the terms and conditions of the Bid/Tender Form including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder.
4. The supplier will supply the tendered items within one month's period from the date of placement of the order by the Jaipur Milk Unions or as settled with the tenderer or as provided in the acceptance of tender. In case supplier fails to supply and deliver the tendered item within the prescribed time as mentioned in the order, the JZDUSSL reserves the right to effect risk purchases from other source on the supplier's risk and cost. Milk Unions/JZDUSSL also reserves the absolute right as to the method adopted for affecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/security deposit lying with JZDUSSL notwithstanding whether such amount(s) pertain to current and/or previous contract(s).
5. 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 late penalty at following rates:-
 - a. If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will be imposed.
 - b. If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
 - c. If the delay is more than two weeks but less than three weeks, penalty @ 3% will be imposed.
 - d. If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
 - e. However, in case of persistent delay in the supply of material by the tenderer, the rate contract may be cancelled and security will be forfeited by the JMU.

(ii) For Services/ Works: Has been specified in the Special Terms & Conditions

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

6. The mode of payment will be as specified in the Bid documents. Work shall be effected and completed in the manner and time specified in the LOA/work order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/work order, the conditions of liquidated damages and penalty those for late completion of work as stipulated in the aforesaid work order/contract shall be enforced.
If the Bidder considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, to extend the period of delivery. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, after considering the reasons and justifications, may extend the period with or without liquidated damages.
7. **Amicable Settlement**
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.
8. All disputes and differences 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.

9. 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:

SIGNATURE FOR AND ON BEHALF OF the Milk Union:

Witness No.1

Witness No.1

Signature: _____

Signature: _____

Name : _____

Name : _____

Address: _____

Address: _____

Witness No.2

Witness No.2

Signature: _____

Signature: _____

Name : _____

Name : _____

Address: _____

Address: _____

(Performa of Bank Guarantee for Performance Security)

(On Non-judicial stamp paper as prescribed by bank)

This deed of Guarantee made this _____ day of _____, 2019 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 Milk Union" which expressions shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Milk Union has placed its work order bearing No. _____ dated _____ (Name and address of the party) (Hereinafter called "The approved tenderer") for _____ and whereas the approved tenderer 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 investment

in the liquid milk. The Bank guarantee will be released three months after expiry of contract period on production of nodues certificate & quality clearance from the respective Nodal milk union 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 tenderer having agreed to provide a B.G. of Rs _____ (Rupees _____ only) being the security deposit amount, we _____ (Name of the Bank) hereby undertake and guarantee to make repayment to the Milk Union of the said Rs. _____ (Rupees _____ only) or any part thereof which becomes payable to the Milk Union in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the Milk Union. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Milk Union 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 tenderer and the Milk Union 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 Milk Union to the tenderer 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 Milk Union. We _____ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the Milk Union stating that the amount claimed is due to the Milk Union. In case the Milk Union 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 tenderer has failed in complying with the terms and conditions stipulated by the Milk Union without raising any dispute regarding the reasons for any such lapse/failure on the part of the approved tenderer.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Milk Union may have or hereafter possess against the approved tenderer and the Milk Union shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the Milk Union may be entitled to receiving or have a claim upon and the Milk Union 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 Milk Union on Milk Union'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 notices 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 herein 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 Milk Union's rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

Place:

Date:

(SIGNATURE)
SEAL OF BANK

Form of Bid-Securing Declaration

Date :
Bid No. :
Alternative No. :

To :

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely :-

- (a) when we withdraw or modify our bid after opening of bids;
- (b) when we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) when we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) when we do not deposit the performance security within specified period after the supply/work order is placed;and
- (e) if we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if :-

- (i) we are not the successful Bidder;
- (ii) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (iii) thirty days after the expiration of our Bid.
- (iv) the cancellation of the procurement process; or
- (v) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of :

Dated on day of

Corporate Seal -----

[Note: In case of a Joint Venture, the Bid Securing Declaration must be signed in name of all partners of the Joint Venture that is submitting the bid.]