

शरस
जयपुर डेयरी

ई- निविदा प्रपत्र

**E-TENDER FORM FOR DISTRIBUTION OF SARAS PRODUCTS (GHEE, CHHACH, LASSI, SHRIKHAND, FLV.MILK, PANEER, MAWA, SWEETS, DHAI ETC.) TO VARIOUS PARLOURS IN JAIPUR CITY THROUGH INSULATED LOADING PICKUP (LOADING CAPACITY MINIMUM 1.0 TON) OR ANY VEHICLE HAVING SAME MINIMUM LOADING CAPACITY.
“PARLOUR MARG”**

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 DISTRIBUTION OF SARAS PRODUCTS (GHEE, CHHACH, LASSI, SHRIKHAND, FLV.MILK, PANEER, MAWA, SWEETS, DHAI ETC.) TO VARIOUS PARLOURS IN JAIPUR CITY THROUGH INSULATED LOADING PICKUP (LOADING CAPACITY MINIMUM 1.0 TON) OR ANY VEHICLE HAVING SAME MINIMUM LOADING CAPACITY.
“PARLOUR MARG”**

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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 Deposit 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 DISTRIBUTION OF SARAS PRODUCTS GHEE, CHHACH, LASSI, SHRIKHAND, FLV.MILK, PANEER, MAWA, SWEETS, DHAI ETC.) TO VARIOUS PARLOURS IN JAIPUR CITY THROUGH INSULATED LOADING PICKUP (LOADING CAPACITY MINIMUM 1.0 TON) OR ANY VEHICLE HAVING SAME MINIMUM LOADING CAPACITY.

“PARLOUR MARG ”

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 ProcurementPortal	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:	
i.)	Bid-security/EMD: Rs.22000/- by DD / banker cheque / pay order (CTS only)/ BG in name of JZDUSSLtd., Jaipur	09/06/2026 up to 4:00 PM
ii.)	Tender document fee : Rs. 1180/- (Include 18% GST) by DD / banker cheque / pay order (CTS only)in name of JZDUSSLtd., Jaipur	
iii.)	RISL Procesing 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 DISTRIBUTION OF SARAS PRODUCTS GHEE, CHHACH, LASSI, SHRIKHAND, FLV.MILK, PANEER, MAWA, SWEETS, DHAI ETC.) TO VARIOUS PARLOURS IN JAIPUR CITY THROUGH INSULATED LOADING PICKUP (LOADING CAPACITY MINIMUM 1.0 TON) OR ANY VEHICLE HAVING SAME MINIMUM LOADING CAPACITY.

“PARLOUR MARG ”

- | | |
|--|--|
| 1) Last Date & Time ForSubmission : | 09/06/2026 till 03:00 PM |
| 2) Date & time for opening of theTender
(Technical bidonly): | 10/06/2026 at 03:00 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 be considered. |
| 5) TenderFee(non-refundable) : | Rs.1180/- (Rupees IN WORDS ONE THOUSAND ONE HUNDRED EIGHTY ONLY INCLUDE 18% GST) by Demand draft/cash only in 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.rajjasthan.gov.in and website of e-procurement http://eproc.rajjasthan.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. | |

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE



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/ 998-1007

07/05/26
Date : 00/00/0000

निविदा / ई-निविदा / पंजीकरण-सूचना

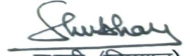
जयपुर जि.दु.उ.स.सं., लि., जयपुर द्वारा विभागीय एरिया नं. 116, 133 एवं 139 पर सरस दुग्ध उत्पाद सप्लाई कार्य/जयपुर-शहर में स्थित सरस पालर पर दुग्ध/दुग्ध उत्पाद सप्लाई कार्य/बूथों, एजेन्सियों एवं पार्लर्स पर सरस पेन्टिंग का कार्य/बी.एम.सी., डी.सी.एस. एवं उपकेन्द्रों पर घी परिवहन का कार्य/विज्ञापन सामग्री आपूर्ति कार्य/बल्क वैण्डिंग बूथ नं. 8101, 8103, 8106, 8111, 8112, 8114, 8115 एवं 8123 पर लीज पर सरस उत्पाद बिक्री कार्य तथा मिल्क पालर नं. 162 दुकान नं. 510-511 इन्द्रा बाजार जयपुर, मिल्क पालर 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
जजिदुससं 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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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

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प्रबन्ध संचालक
जजिदुससं 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

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

Date : 07/05/2026

विस्तृत ई-निविदा 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.पी. मोड पर मासिक लीज पर सरस दुग्ध एवं दुग्ध उत्पाद बिक्री करने का कार्य की ई-निविदाएँ <http://eproc.rajasthan.gov.in> पर आमंत्रित की जाती हैं। निविदा/ई-निविदा एवं सम्स्त 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।

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 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 जिन्हे पूर्व में संघ द्वारा किसी भी कारण से अयोग्य किया गया है/निलम्बित/अनुबंध निरस्त किया गया है/ब्लैक लिस्टेड किया गया है वे इस निविदा में भाग नहीं ले सकते।
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 रहूंगा।
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/रजिस्ट्रेशन होना आवश्यक है।
17. निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
18. लेबर सम्बन्धी निविदादाता के पास नियमानुसार श्रम विभाग का लेबर लाईसेन्स, पी.एफ. एवं ई.एस.आई. में पंजीकरण होना आवश्यक है।
19. निविदादाता को निविदा प्रपत्र व संलग्न दस्तावेजों के प्रत्येक पृष्ठ पर हस्ताक्षर एवं सील अंकित करनी होगी।
20. एम.एस.एम.ई. निविदादाता को किसी भी प्रकार की टेण्डर फार्म राशि ई.एम.डी./सिक्योरिटी राशि में छूट नहीं दी जावेगी।
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 contractors, lease holder of Milkbar, Fresh products Distributors, Taxi provider contractors and Terminated contractors 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**) **On Rs.100/- Non Judicial Stamp Paper.**
 - VII. The Applicant must have PAN number and GST number upload copies of PAN & GST.
 - 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 lowest by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.
 - IX. Upload Food license/Registration, issued by **FSSAI** (Food Safety and standard Authority of India). Without Food License work order will not be issued.
 - X. Upload details of self –owned /proposed vehicles to be used by applicant for distribution along with photocopy of Registration certificates (IF AVAILABLE) or undertaking of new vehicle/vehicle to be Provided as and when required.
 - XI. Upload scanned & signed copy of all pages/documents of tender form.
 - XII. Upload ITR of last 2 years (Financial Year 2023-24, 2024-25 onwards).
 - XIII. Upload GST return of last one year (Financial Year 2024-25 onwards).
- 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 बैंक से लौटाई जा सकेगी :-
 - (अ) निविदादाता को अनुबन्ध समाप्ति उपरान्त एक इण्डेमिनिटी बाण्ड सौ रूपये 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/जीएसटी टैक्स (यदि हो तो) व अन्य टैक्स नियमानुसार जमा करवाने की समस्त जिम्मेदारी सफल निविदा दाता की होगी। अनुबंधकर्ता द्वारा टैक्स जमा कराने सम्बन्धी दस्तावेज की प्रतिलिपि (यदि आवश्यक हो तो) प्रस्तुत करनी होगी।**
9. **टेंडर रेट निर्धारित प्रारूप में प्राप्त होनी चाहिए तथा जीएसटी/किसी भी प्रकार का कोई टैक्स/कर (यदि लागू हो तो) टेंडर रेट में शामिल होगा। इस हेतु जयपुर दुग्ध संघ के द्वारा अलग से कोई भुगतान देय नहीं होगा।**
10. 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।

11. 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।
12. 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।
13. 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।
14. 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।
15. निविदा पत्र के भाग “ब” में सम्बन्धित कार्य हेतु निविदादाता द्वारा प्रस्तुत दरो का उल्लेख अंको एवं शब्दों में स्पष्ट रूप से अंकित करना आवश्यक होगा। किसी प्रकार की ओवरराइटिंग पर सूक्ष्म हस्ताक्षर करना होगा। किसी संशय की स्थिति में शब्दों में लिखी राशि को ही मान्य किया जावेगा। ई-टेंडर होने की स्थिति में दरें निर्धारित प्रपत्र में ही भरी जानी है।
16. सफल निविदादाता को जयपुर दुग्ध संघ का नोमिनल सदस्य बनना आवश्यक है।
17. किसी प्रकार की शर्त जोड़ने एवं हटाने का अधिकार निविदादाता को नहीं होगा।
18. 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।
19. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय में निहित रहेगा।
20. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबन्धकर्ता को इस कार्यालय में सूचित करना आवश्यक है। परन्तु यह परिवर्तन किसी भी पूर्व पार्टनर को अनुबन्ध के दायित्व से मुक्त नहीं करेंगी। परिवर्तन के पश्चात भी अनुबन्धकर्ता फर्म अनुबन्ध की शर्तों से बंधी हुई रहेंगी।
21. 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।
22. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा।
23. निर्धारित अवधि के बाद प्रस्तुत/अपलोड किये गये निविदा प्रपत्र पर विचार नहीं किया जावेगा।
24. 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 प्रविष्टियाँ 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/अनुबन्धकर्ता को कोई भी सूचना उसके ई-मेल के पते पर प्रेषित की जा सकती है। ई-मेल पर भेजी गई सूचना निविदादाता/ अनुबन्धकर्ता को उसी दिन प्राप्त हुई मानी जावेगी।
25. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं, जंहा विशेष शर्तों के अनुसार अनुभव प्रमाण पत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है।
26. यदि कोई निविदादाता द्वारा कोई तथ्य छुपाया जाता है जोकि अनुबन्ध अवधि में सामने आता है तो अनुबन्ध निरस्त कर धरोहर राशि/सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान जब्त कर लिया जावेगा।
27. व्यवस्था में परिवर्तन होने पर एवं संघ हित में अनुबन्ध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा।
28. संघ हित में विशेष परिस्थिति उत्पन्न होने पर अनुबन्ध की शर्तों में कोई शर्त जोड़ी या घटाई जा सकती है।

29. अनुबंध की अवधि अनुबंधित कार्य प्रारम्भ करने के दिन, जिसकी गणना अनुबंध में वर्णित समस्त शर्तों को नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबंध 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।
30. 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।
31. निविदादाताओं द्वारा प्रेषित की गईं 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।
32. 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।
33. अनुबंधकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विभाग अधिनियम, कांट्रैक्ट 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।
34. अनुबंधकर्ता को अपने प्रत्येक कर्मकार के लिये रु0 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।
35. अनुबंधकर्ता को अपने कर्मकारों का स्वास्थ्य परीक्षण प्रत्येक 06 माह में करवाना आवश्यक है एवं सम्बन्धित रिकार्ड संस्था में देना होगा।
36. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर/ कर्मकार की तरह कार्य नहीं करेगा।
37. कार्य स्थल पर अनुबंधकर्ता अथवा उसका सुपरवाइजर कार्य के दौरान उपस्थित होना चाहिए।
38. 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।
39. 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।
40. Appeals: -Appellate authority - (i) MD, RCDF Ltd. Jaipur
(ii) Principal Secretary Gopalan, Government of Raj.
Procedure for appeal is mention at Section "I"
41. सम्बन्धित अनुबंधकर्ता से अनुबंध 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 अनुबंध की शर्तों की अवहेलना माना जावेगा तथा प्रबन्धन इस अनियमिता के लिये अनुबंधकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबंध भी निरस्त किया जा सकेगा।
42. 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।
43. अनुबंध अवधि के दौरान अनुबंधित अनुबंधकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती है तो अनुबंधकर्ता को बकाया नहीं प्रमाण पत्र एवं धरोहर राशि व अन्य कोई राशि वांछित सूचना उपलब्ध करवाने तक नहीं दी जावेगी। अनुबंध अवधि समाप्त हो जाने के पश्चात किसी भी अधिकार के अन्तर्गत यदि कोई सूचना वांछित होती है तो वह सूचना अनुबंधकर्ता द्वारा उपलब्ध करवाया जाना आवश्यक होगा।
44. निविदा प्रपत्र की सभी शर्तें अनुबंध का हिस्सा होंगी।

45. 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।
46. 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
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>

GENERAL TERMS AND CONDITIONS OF DISTRIBUTION OF PRODUCTS TO VARIOUS SARAS PARLOURS ETC.

1. Tender application MUST be submitted in properly sealed two envelopes, one for Pre-Qualification Bid & other for Price Bid, duly written the name of applicant, type of Bid and Tender for “Dairy Product’s Parlour Distributor” on outside according to the directions given in these terms & conditions attached with application. Every Applicant shall read carefully the terms and conditions before submitting application.
2. For the distribution of Dairy Products to parlours, supply areas as per details given in enclosed Appendix A. Successful applicant will have to provide insulated LOADING PICKUP (LOADING CAPACITY MINIMUM 1.00 TON) OR ANY VEHICLE HAVING SAME INSULATED MINIMUM LOADING CAPACITY for the distribution work. Union reserves the right to vary the work of route / area.
3. The Applicant shall invariably furnish complete address of the premises & telephone No. of his office, together with full name and address of the person who are responsible for day to day work with the UNION. All action of such person shall be binding on the applicant. All correspondence shall be made on the given address. In case of change of address during the period of contract, the tenderer shall have to intimate the new address to the union immediately.
4. Tender applications received from nearest relatives (Blood relations Mother, Father, Brother, Sister, wife, son & Daughter) of employees/officers of sangh will not be considered.
5. It should be compulsory for Distributor to submit bill up to date of 5th every month. If Distributor fail in submit the bill timely the penalty shall be imposed Rs.1000/-per month.
6. The Distributor shall not assign or sublet the distributorship/agreement or the part thereof to any other agency/person/firm/establishment. In case he does so his distributorship shall be terminated without any prior notice.
7. No change in the constitution of the firm etc. shall be accepted without the prior approval of Sangh.
8. The distributor will obtain supply of products from the designated place strictly on Advance payment through RTGS/NEFT/IMPS or any mode of online payment and supply it to various retail points.
9. The expected per day rate for Vehicle is to be quoted by the applicant and must be entered in words as well as in figures and under no circumstances, it be altered, in case of correction, if any, it should be done clearly and duly signed. In case of discrepancy, the rates written in words will be taken as final and true rates. Contractor will submit bill on every 5th of the month. Payment will be made through RTGS/NET Banking. For which they have to provide Bank detail as follow: -
 - (i) Bank Name & Address
 - (ii) Bank IFSC Code
 - (iii) Customer /Parties Name & Address
 - (iv) Customer Bank A/C No.
 - (v) Type of Bank Accounts

10. **Tender rate must be in prescribed format & Goods and service tax (GST) or any other type of Tax (if applicable) will be included in tender rate. No other payment would be made to the party.**
11. **Pre-Qualification Bid must be accompanied with an E.M. deposit as mentioned in the tender documents without which the Price Bid will not be considered.** Only those who qualify in Pre-Qualification bid will be considered for Price bid opening. Non-qualified bidder's sealed price bid will not be opened. The amount should be deposited **through D.D. in favour of the Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur.** In case of **rejection** of Bids at any level of allotment process for distributorship the E M. D. will be refunded to the applicants within two months of final acceptance of the Applications. Request for adjustments of any other amount lying with J.Z.D.U.S.S. Ltd., Jaipur against EMD will not be considered.
12. The successful applicant / bidder will have to execute an agreement in the prescribed form of Rs. 500/- Non Judicial stamp paper **deposit cash security of Rs 1,00,000/- along with an irrevocable Bank Guarantee of Rs 2,00,000/-in the prescribed format.** The expenses of stamp duty and completing the agreement shall be borne by the Distributor. Bank guarantee shall be issued by nationalised Bank, Co-operative Bank and All Scheduled Bank.
13. **Distributor will be solely responsible for all obligations regarding fulfilment of the provisions of concerning acts (i.e. Transport Act, ESI/PF and other Acts)** and rules made there under in respect of paraphernalia and infrastructure with him and he shall have to submit documentary proof of the same. In no case JZDUSS Ltd. will be responsible for non-compliance of statutory laws by a Distributor in this regard and in case liability is fastened on the JZDUSS , it will be recovered from the distributors pending bills / S.D./ Bank guarantee. The brief guidelines in respect of P.F. / E.S.I. are as under-
- i. The applicants shall have the registration no. (Code No.), allotted by the P.F. / E.S.I. department otherwise work order would not be issued to the successful applicant until & unless all the formalities of E.S.I. / P.F. as well as list of all the employees, amount of payment of their monthly wages etc., completed by the applicant.
The labour of the Distributors would be assumed / fix as
 - (a) On Auto rickshaw/pickup - Two person (With weekly off)
 - (b) On TATA 407 /Van - Three person (With weekly off)
 - (c) On TATA 709 - Four person (With weekly off)
 - (d) On Refrigerator Van - No. of person doing loading / unloading work would be determined after physical verification.

Distributor has to prepare Identity card of his labour on his own cost. The verified daily attendance would be handed over to the controlling officer in two sets.
 - ii. Without Identity Card/Proof, labour of successful bidder would not be allowed on workplace.
 - iii. Payment of wages to labour, verified by controlling officer, have to be submitted along with monthly bill payment to the account section otherwise at least 30 % of the total bill amount would be considered as wage payments to the labour, on which P.F./ E.S.I. contribution would be payable.
 - iv. Distributor, who has Code no. of P.F. / E.S.I., has to submit the verified copy of challan of P.F. / E.S.I. contribution on specified date, with undertaking. Attendance record on daily basis, payment of wages record on monthly basis, return of E.S.I. record on half-yearly basis and return of P.F. record on yearly basis, and after the completion of financial year, N.O.C. of the P.F. / E.S.I. department has to be deposited in the union office latest by end of May after the above records duly inspected by P.F. / E.S.I. department.

14. JZDUSS Ltd. reserves the right to accept any tender application / bid or reject any one in whole or part without assigning any reason thereof.
15. Even after execution of agreement JZDUSS Ltd. may terminate the agreement /Distributorship at any time. if the Distributor is adjudicated insolvent or enter into any agreement with the creditors or being a company, is wound-up voluntarily.
16. All disputes and difference arising between the parties out of the agreement or incidental there to 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.
17. All legal proceedings to be instituted by any of the parties (JZDUSS or Distributor) shall have to be lodged in courts situated at Jaipur and NOT elsewhere.
18. The decision of the Managing Director, JZDUSS will be FINAL in the interpretation of the meaning of the terms and conditions of the agreement.
19. No other conditions except mentioned here in would be entertained in the agreement.
20. The agreement can also be terminated without notice, if the system of distribution is changed at any time during the operation of the agreement and no compensation shall be payable on account of such termination.
21. In the interest of consumer if any modification is required in the terms and conditions of distribution, same can be done by JZDUSS with prior notice of 7 days to Transporter and that condition shall be made effective after expiry of above stipulated period and will have a binding effect on distributor.
22. The Distributor shall be liable to reimburse any expenses or losses to JZDUSS caused due to acts of Distributor or his staff.
23. JZDUSS reserves the right to forfeit the security/ E. M. deposits of the Distributor if after submitting the application or after the issuing work order one fails to execute the agreement and / or fails to start the work within the stipulated period as per terms and conditions of distributorship.
24. Applicants should have proper office, telephone, mobile and refrigeration storage facilities and will have to provide vehicles of **MODEL BUT NOT OLDER THAN YEAR 2021**, fitness certificate by RTO. **R. C.' s of the vehicle presently engages in the Sangh for Distribution/ Transportation by the contactor presently working with Sangh shall not be considered validity for this Job. Vehicle specified for the route shall not be engage in any other tendered/ work of Jaipur Dairy.**
25. Distributor will have to provide a mobile phone to the distribution. Proposed Vehicle to be deployed for distribution should own by the Applicant. In case applicant gives an undertaking to procure new vehicle/fitness certificate by RTO within a maximum period of 15 days, the same may be considered. In case the applicant fails to purchase and deploy the vehicle of fitness certificate by RTO within the stipulated period after issuance of work order, Union reserves the right to cancel the work order and forfeit the security / EMD. Relevant documents in this respect should be submitted as required.
26. The Transportation work is for the distribution of DAIRY PRODUCTS and any other product manufactured and marketed by Jaipur Dairy and return back the empty crates before next supplies otherwise shortage of crates can be charged at the prevailing purchase price.
27. The Distributor will **obtain supply of products from the designated place as specified by the union from time to time, strictly on advance payment through RTGS/Net Banking/NEFT or any other mode of online payment** and supply it to various retail points as scheduled.

28. **Jaipur Dairy shall fix the selling price of the milk Products from time to time and in no case shall the Distributor sell products to the Parlour at a price higher than those fixed by the JZDUSS.**
29. The Distributor shall supply products only on outlets assigned to him and shall endeavour to cover 100% of the authorised / approved outlets. . **If Distributor does not supply products in assigned route. it would be viewed seriously. In such cases strict action will be taken and agreement of concern Distributor can be terminating without proper information.**
30. The Agreement would be for a period of **Two year**, which can further be extended in full or part subject to satisfactory performance for another three months on the same terms and conditions.
31. Any of the officers authorised by the Managing Director, JZDUSS will have the power to inspect vehicles at any time on the supply route. The staff of the Distributor will unload and reload the stock at the time of surprise inspection and no charges for this work will be paid to distributor.
32. Once the Distributor takes delivery of Products the responsibility of the Union shall cease. It is therefore up to Distributor to ensure proper sorting of leakage / defective Packing before taking delivery.
33. The Distributor shall be responsible for the timely Distribution of total quantity of the Products at each outlet or the specified place of JZDUSS. If the Distributor fails to deliver full quantity of Products despatched from the Dairy in time on all or any of the outlets/ Parlours or supplies is not made in requisite quantity, JZDUSS shall have the right to impose penalty. Similarly, if this delay deteriorates Products and Distributor sells these bad products to retailers/ Parlour operators then the cost of the same will be recovered from the Distributor and shall be passed on to retailers with or without a penalty on distributor.
34. The Distributor will be required to deposit the amount daily as per guidelines issued by JZDUSS time to time. Brief guidelines in this respect are as under: -
 - (i) In the event of failure on the part of Distributor to pay for the consignment of products as per agreement or in case the cheque on presentation to the Bank is Bounced / Dishonoured or stopped payment by the Distributor, the JZDUSS shall have the **absolute right and discretion to stop further supplies and / or terminate the agreement / distributorship and / or charge penalty of Rs 1000/- for cheque below 1 Lac and above penalty of Rs 5000/ for each such incident and / or to recover such amount lying with JZDUSS** besides taking recourse to other remedies and proceedings available to JZDUSS in law.
 - (ii) In the event of failure of the RTGS by the distributor due to network problems in the relevant bank/s, the distributor will ensure to deposit the entire amount through Cheque from any of the local banks listed below, latest by 2.00 PM. List of banks :

NAME OF BANK
Oriental Bank of Commerce/Punjab National Bank
ICICI
AXIS BANK
SBI

- (iii) IN CASE OF FAILURE OF THE DISTRIBUTOR TO DEPOSIT THE ENTIRE AMOUNT IN ANY OF THE ABOVE MODE OF PAYMENT, THE NEXT SUPPLY TO THE DISTRIBUTOR MAY BE STOPPED OR CONTINUED WITH IMPOSITION OF PENALTY AS DECIDED FROM TIME TO TIME, AT THE DISCRETION OF THE INCHARGE MARKETING, JZDUSS.
- (iv) THE ENTIRE DUE AMOUNT CAN BE RECOVERED AT ANY TIME FROM THE SECURITY DEPOSIT AND THE BANK GAURANTEE BESIDES TAKING RECOURSE TO OTHER REMEDIES AND PROCEEDINGS AVAILABLE TO JZDUSS IN LAW.

- (iv) It would be the responsibility of the Distributor to deliver the All fresh products & collect payment and crates from Parlours Operators from the site of the Parlours etc. The distributor would also be required to issue his printed receipt to Parlour Operators for qty. of all Fresh products delivery, cash received & crates collected from them.
 - (v) In the event of any Parlour agent failing to deposit the amount, distributor only with permission of JZDUSS LTD may stop supply of Parlour.
 - (vi) The distributor would also be required to take order from Parlour Operator daily as per procedure of JZDUSS LTD and to submit it to the concerning Department.
 - (vii) It would be the responsibility of the Distributor to deliver the product & collect payment and crates from parlour operators from the site of the outlets / parlours. The Distributor would also be required to issue his printed receipt to Parlour operators etc. for qty. of products delivered, cash received & crates collected from them.
 - (viii) In the event of any agent / parlour operator failing to deposit the amount, Distributor **only with permission of JZDUSS may stop supply of Booth / sub agent.**
 - (ix) The Distributor would also be required to take order from agents / parlour operators daily as per procedure of JZDUSS and to submit it to the concerning Department.
 - (x) Amount of Bank Guarantee can be increased in the event of revision of prices or increase in sales.
 - (xi) If the Distributor is a regular defaulter in depositing the amount in accordance with terms and conditions of agreement or at any time the outstanding against Distributor increases more than Rs. 50,000/- the JZDUSS shall have the rights to terminate the agreement without giving any notice / compensation and the security deposit will be forfeited or the outstanding amount will be adjusted from his security and Bank Guarantee.
35. The Distributor shall ensure that the vehicles used for delivery of products shall have properly insulated loading space, in good running condition and mechanically fit so as to ensure safe delivery of Products to all the outlets. The vehicles should have full body and plain surface for painting of advertisements.
 36. In case of Distributor using vehicles of lesser capacity or vehicle not conforming to the prescribed specifications for distribution of products, a suitable penalty may be imposed and / or the agreement can also be terminated.
 37. If the Distributor vehicle does not report at the Jaipur Dairy at stipulated time, JZDUSS will be free to make alternative arrangements for the distribution of products without payment of any compensation to distributor. In such arrangements extra expenditure incurred will be recovered from the Distributor with or without a penalty.
 38. In case of any pilferage theft of Products/ crates or any other property of JZDUSS while obtaining delivery and during distribution work by the Distributor or his staff will be viewed seriously, and the Distributor will be panellised upto Thirty times+Rs.1100/- or more of the market value of such goods. In case of repetition of such pilferage for more than three times, agreement is liable to be terminated without notice. At the time of occurrence of first such case, the person / persons of the Distributor associated with the theft case may be debarred from entering the premises of the Union.
 39. Distributor would be required to submit receipts from Parlour operators/ agents to JZDUSS as a proof of delivery of Products.
 40. In case Distributor repeatedly fails to perform duties as per the terms and conditions of agreement, JZDUSS will be free to make alternative arrangements for the entire or part of work thereof. In such case additional cost incurred by JZDUSS shall be recovered from Distributor along with suitable penalty.
 41. In case of non fulfilment of any of the condition of the agreement covered by any specific clause, the JZDUSS reserves the right to impose the penalty, to the extent it considers reasonable under the circumstances and the decision of the Managing Director, JZDUSS in this regard would be final. Further in cases of breach of any condition of this agreement, which disturbs or affects adversely the efficiency

of the Dairy and the daily supply routine the agreement can be terminated without any notice. In such cases the security deposit and Bank guarantee will be forfeited or out standing amount will be adjusted from security / Bank guarantee.

42. Distributors at his level arrange staff for loading from FGS or specified place and to unload products at each outlet. In no case the Distributor or his staff shall temper with the Dairy Products of JZDUSS. In such case the JZDUSS is authorised to impose heavy fine or terminate the agreement and recover the loss from the Distributor who will always be responsible for the acts of his employees.
43. JZDUSS will provide time schedule for reporting of vehicles along with staff for loading at the Dock, delivery of Products at various points, total time to be taken for delivery of Products and for reporting back of the vehicles to the dairy. The Distributor will be required to adhere to this time schedule strictly. Distributor will provide identity cards & uniforms to his staff as prescribed.
44. The routes will be fixed by JZDUSS and it reserves the right to decrease / increase the same, change established line of travel / alter, or modify the prescribed area / routes and number of outlets and timings as per requirement.
45. The Distributor will start plying the vehicle immediately but not later than 15 days (inclusive of time granted for purchase of new vehicle) from the date of release of letter of intent. The vehicle should be covered & insulated to protect the product from increase in temperature & weather surroundings. **The insulation should be at least 3`` at top, floor and sides. Condition of floor should have good finish to avoid damage of crates.**
46. The Distributor or his authorised representative should remain present in JZDUSS office between 11.00 AM to 3.00 PM every day, so that problem of booth agents in connection with reconciliation of supply / crates accounts etc. is done; on the spot-on daily basis. Distributor or his authorised representative of supervisory level should remain present on Dock at the time of despatches of Products from dairy plant, JZDUSS Ltd., Jaipur.
47. JZDUSS reserves the right to paint the vehicles of Distributor being used for Products distribution as per approved design and Distributor shall have no objection over this.
48. The agreement of distribution can be repudiated at any time if the vehicle is not found conforming to the specifications prescribed or is not in fit condition. The decision of the Managing Director shall be final in this respect and the Distributor shall have no claim for damage what so ever on this ground.
49. JZDUSS will not be responsible for any challan of the vehicle under motor vehicle act or for any other offences committed under any law for the time being in force by the driver of the vehicle or any other person / persons or by the distributor. The JZDUSS will not be liable for any other liability imposed by any court of law /authority / state or local body or any other statutory authority for committing any violation of the law by the staff engaged on the vehicle or by the Distributor while the vehicle is used for the work of JZDUSS during the pendency of this agreement. All the legal formalities to keep the vehicles on the road will be the responsibility of distributor.
50. That in case of breach of any condition of this agreement and / or failure to keep daily supplies / routine or for any such cause or action of the distributor, which may adversely affect the efficiency of distributorship. The JZDUSS shall have the absolute right to terminate this agreement without any notice and / or to assign without any notice to other person or to make arrangements for the uninterrupted supply and in all such events JZDUSS shall have the right to recover such cost and / or losses or any other liability arising out to this agreement from the security deposit as well as from the Bank Guarantee without prejudice to other mode of recovery.
51. Normal dispatches; and arrival time of vehicles would be as prescribed by the union that can be varied as per requirement of JZDUSS.

52. In case of any problem at Parlour Operator / agent level if Products could not be sold for any justified reason and if union is desirous to accept those products, it is the duty of Distributor to lift the same and deposit in the plant, as soon as possible, for this no extra charges will be given.
53. Applicant may note that Dairy Products are perishable; hence it has to be delivered to the retailer within the time schedule prescribed by the Union based on the requirement of retailers / consumers.
54. Products may be supplied to Distributor in returnable plastic crates. Distributor shall return all the crates of previous supply to union before taking next supply. Cost of short deposited crates would be recovered from Distributor.
55. A detail of applicant / bidder with respect to address of Proprietor / Partner / Directors etc. as required of application form must be submitted in the following format: -

Name of Proprietor /Partner/Director.	Residential address With Phone No.	Office address With Phone No.
1		
2		
3		
4		
5		

Address and details of the other firms in which applicant is Partner / Prop./ Director.

Name of Firm	Address with Phone No.,	Nature of present Business
1.		
2.		
3.		

56. In case of increase / decrease in prices of diesel by the Government, actual increased / decreased expenditure involved due to such change will be reimbursed to the Distributor from the 1st of next month of change in the rate. First time the base price of diesel shall be taken as prevailing on last date of submission of tender. **For any calculation, of diesel hike 50% contribution of diesel component of the tender rates will be considered.**

$$(1) \text{ For 207 or equivalent} = \frac{X \text{ km}}{12} = \text{lits diesel consumed}$$

(A) Additional cost for diesel for running vehicle is = (a+b+c) x (rate of diesel per liter)

Additional cost other than diesel for running vehicle is on repair & maintenance and extra wear & tear of tyres etc. (other than Jaipur Dairy)

for For TATA 207 cost of tyres is Rs 30000/- Tata 407 cost of tyres is Rs. 40,000/- & for Tata 709 it is Rs. 60,000/- . Considering 20 % cost of tyres wear as extra maintenance and taking average life of tyres as 40,000 km. then running cost per km. for TATA 207 will be Rs. 0.90 paisa for Tata 407 will be Rs.1.20 per km. & for Tata 709 will be Rs. 1.80 per km.

(B) Additional cost due to extra running of vehicle = (X km. x .1.20 + X km. x .1.80+X km x 0.90) or 3.9(x) for one Pickup & 4.8(x) for two Pickups.

If vehicle gets loaded from point other than Jaipur Dairy additional cost per liter to be given to Distributors

= (A+B) / qty of milk in ltr as per appendix A)

57. Impact of diesel hike rate will be applicable on the Transporter/Distributor rates received/ accepted in the final negotiations held with the successful bidder. The rates payable will be

changed considering the increase/ decrease in diesel rates on or after the date of negotiation.

58. Any type of taxes/ levies etc. Imposed by Government or new rules made effective during the period of agreement this would be bounded upon on distributor/ contractor. However, toll would be paid extra on receipt of monthly pass of tendered/approved vehicle.
59. In any stance if bank guarantee got encased by Jaipur Dairy/ JZDUSS due to any reason. the party shall be treated as black listed and will not eligible to participate in tender process. and other existing work shall liable to be cancelled.
60. JZDUSS will install the GPRS System in the vehicle of the distributors. It shall be the duty of the distributor to maintain the instrument installed in the vehicle. If any disturbance/ changes made/observed in installed GPRS System, A penalty of Rs. 100/- per day can be imposed on the distributors In case of damage to the instrument the entire cost of the new GPRS instrument will be recovered from the distributor including installation charges.
61. The work order will be release to the distributor after the technical inspection of vehicle by the Incharge transport. Vehicle inspection will be carried out by the I/C Transport during tender the tenure. Necessary repairs of insulation, body of the vehicle shall have to be made as per advice of Incharge Marketing.
62. It would be the responsibility of the distributor to properly maintain the paint on their vehicle engaged in the distribution of milk & all other fresh milk products, if the paint of the vehicle is faded/scratched then it is the duty of the distributor to immediately inform in the Marketing Section for re-painting of the vehicle. In no case faded/scratches will be allowed to leave for supplies. Repainting cost shall be borne by JZDUSS.
63. Products may be supplied to distributor in returnable plastic crates. Distributor shall return all the crates of previous supply to union before taking next supply. Cost of short deposited crates would be recovered from Distributor at Prevailing price if number of short crates increases above 100. **Additional security amount against 100 crates @ Rs. 250/- per crate need to be deposited by distributor which will be returned back at the time of successful completion of tender period subject to return of all supplied crates.**
64. **Tenderer have to submit proof of his residence/office address (Attested copy of Ration Card, voter I.D., bill of Electric/ water bill or telephone bill etc.) Any Two.**
65. **Any person driver/ worker/ representative misbehave with security, Jaipur Dairy staff in Jaipur Dairy it will be view seriously and suitable penalty can be imposed on Distributor/ Distributor, gate entry can be banned.**
66. **Food operator licence issued by FSSAI (Food Safety and Standard Authority of India) is mandatory. Without Food License work order will not be issued.**
67. **Existing tenderer who has not cleared previous dues, will not be given the work order, till clearance of the dues. Existing Distributor whose five cheques are dishonoured because of distributor fault in any one year in tender period are not allowed to participate in this tender.**
68. **Security Contractor, Labour Contractor, Piecemeal Contractor, Tanker Transporters, Society milk Transporters, Tetrapack Transporters, Ghee/SMP Distributor, City Supply/Rural Supply milk Contractor are not eligible to participate in this Tender. Fresh products distributors, Taxi provider contractors, malls/stores supply contractors, milkbar lease holder and Terminated contractor are not aligible to participate.**
69. **There should not be any criminal case pending with tender or his partner's if partnership firm.(submit undertaking on firms letter head)**
70. **Successful Tenderer have become nominal member of JZDUSS Ltd. by paying required membership fee (one time for tender period) as per act.**

71. GPR System will be installed on each & every vehicle to monitor the proper supply on each outlets. The hardware of any other type of expenses for installation & proper operation of GPR System will be borne by distributor itself.
72. **On receiving complaints of non supply or late supply a penalty of Rs. 1100/- will be imposed. On receiving complaints second time a penalty of Rs. 2100/- will be imposed. On receiving complaints for third time a penalty of Rs. 5100/- will be imposed. On receiving complaints fourth time action will be taken to terminate the agreement and forfeited security and Bank Guarantee.**

I/we have read all terms and condition of tender carefully and I/we agree to all terms and condition.

ANNEXURE “A”**SARAS PARLOUR F.P. DISTRIBUTION AREA**

<u>SARAS PARLOUR AREA (1)</u>	<u>SARAS PARLOUR AREA (2)</u>
<p>JOSHI COLONY, BARKAT NAGAR, SHASTRI NAGAR, AMANISHAH ROAD, VT ROAD, MANSAROVER, VIDHYADHAR NAGAR, SWARN PATH MANSAROVER, SUBHASH MARG, C-SCHEME, VISHVSARIYA NAGAR, TRIVENI NAGAR, GOPALPURA BYEPASS, GOPAL NAGAR, LALKOTHI YOJANA, SAHAKAR MARG, RAJAWAT FARM, SUMER NAGAR, JOSHI MARG, KALWAR ROAD, JHOTWARA, POLICE HEAD QUARTER, BADI CHOUPAR, NIWAROO ROAD JHOTWARA, JAGDAMBA NAGAR, AJMER ROAD, BORING CHOURAHA, HEERA PATH MANSAROVER, MOTI KATLA BAZAR SUBHASH CHOUK, BHANKROTA, J.D.A. COLONY, MUHANA MANDI ROAD, SAINI FAST FOOD MANSAROVER, TARA NAGAR -A JHOTWARA, FILM COLONY, KOTHARI BHAWAN, CHOURA RASTA, DAULAT HOSPITAL BHANKROTA & OTHER NEAREST AREAS.</p> <p><u>(TOTAL DISTANCE APPROXIMATELY 135KM PER DAY.)</u></p>	<p>JAIPURIA HOSPITAL, SANGANER, PRATAP NAGAR, JAGATPURA, GONER MODE, MALVIYA NAGAR, BAJAJ NAGAR, BAPU NAGAR, JAWAHAR NAGAR, ADARSH NAGAR, RAJAPARK, TRANSPORT NAGAR, GALTA GATE, AGRA ROAD, PALDI MEENA, KHO-NAGORIYAN</p> <p><u>(TOTAL DISTANCE APPROXIMATELY 115 KM PER DAY.)</u></p>

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

{Location, Date}

To
 Managing Director,
 Jaipur Zila Dugdh Utpadak Sahakari SanghLtd.
 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 ande-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..... AccNo.....
 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, 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 the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) 120 days after the expiration of the Bidder’s Bid/Tender.

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

Bank’s Seal _____ of Bid Security

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

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

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur-302015, Rajasthan for **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 Rs.100/- Non-Judicial Stamp Paper)

मैं / हम निविदादाता पुत्र श्री पता.....
(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 Rs.100/- Non-Judicial Stamp Paper)**

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 Rs.100/- Non-Judicial Stamp Paper)

मैं / हम निविदादाता पुत्र श्रीपता.....
(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 हूँ कि :-

1. मेरे द्वारा नियोजित श्रमिकों को नियमानुसार न्यूनतम मजदूरी अधिनियम 1948 (केन्द्रीय अधिनियम11, 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 /संदर्भ 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 कीस्थिति 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.

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

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

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

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.]