

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.

E-tender document

for

Supply of

**RETORTABLE PP BOTTLE FOR 200 ML
FLAVORED MILK**

RATE CONTRACT

Near Gandhi Nagar Railway Station, Jaipur-302015
PABX No. : 91-0141-5108363-67 (5 Lines) , Sales :91-0141-5108368
Fax No. : 0141-2711075, MANAGER (PLANT): 0141-5105116, E-Mail : jaipurdairy@rediffmail.com
Website : <http://www.jaipurdairy.com>

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE**

RATE CONTRACT FOR SUPPLY OF RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK

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Disclaimer

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

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Near Gandhi Nagar Railway Station, Jaipur
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RATE CONTRACT FOR SUPPLY OF RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK

Critical Dates

S.No.	Particulars	Date
1.	Date of publishing Notice Inviting Bids and Bidding Document on State Public Procurement Portal	17.01.2018 from 4:00 PM
2.	Date from which Bidding Document will be provided from the web-site of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited i.e. www.jaipurdairy.com or can be downloaded from e-procurement or State Public Procurement Portal	17.01.2018 from 4:00 PM
3.	Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur	NA
4.	Last time and date upto which Bids can be submitted/ uploaded on e-procurement website	29.01.2018 till 12:30 PM
5.	Time and date of opening of Technical Bid	30.01.2018 at 3:00 PM
6.	Time and date of opening of Financial Bid	To be informed later

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Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.
Near Gandhi Nagar Railway Station, Jaipur
PABX No. : 91-0141-5108363-67 (5 Lines) , Sales :91-0141-5108368
E-Mail : jaipurdairy@rediffmail.com Website : <http://www.jaipurdairy.com>

TENDER – FORM

Subject: E-tenders are invited from experienced manufacturers / Distributors / Dealers, for supply of retortable pp bottle for 200 ml flavored milk

- 1) Last Date & Time For Submission : 29.01.2018 till 12:30 PM
- 2) Date & time for opening of the Tender
(Technical bid only) : 30.01.2018 at 3:00 PM
- 3) Estimated value of Contract : Rs. 20 lacs.
- 4) Earnest Money Deposit: Tender form must be accompanied with Earnest money deposit of Rs.40000/- (Rs. Forty thousand only). The EMD should be in the form of DD in favour of “Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited” without which the tender form will not be considered.
- 5) Tender Fee (non-refundable) : Rs. 500-(Rupees Five Hundred only) by Demand draft only in favour of JZDUSS LTD. Ltd., payable at Jaipur.
- 6) Tender Processing Fee(non-refundable) : Rs.1000/- (Rs. One Thousand only)
Demand draft in favour of MD, RISL, payable at Jaipur.
- 7) The complete Bidding Document including the Conditions of Contract, Evaluation and Qualification Criteria, Terms of Reference, Bidding Forms, Procedure of Bidding etc. can be seen at www.jaipurdairy.com. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.rajasthan.gov.in> and website of e-procurement <http://eproc.rajasthan.gov.in> and the price of Bidding Document, Bid Security/ Bid Securing Declaration, as applicable and Processing Fee, the scan copy of these documents must be uploaded on e-procurement.
The original Demand draft/ Banker’s cheque/ Bank Guarantee in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur after last time and date of Bid submission and before Time and date of opening of technical Bid, 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 reason thereof.
- 9) The Bidders shall have to submit proofs of their GST registration and the Permanent Account Number (PAN) of Income Tax.

Managing Director

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जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर
गाँधी नगर रेलवे स्टेशन के पास, जयपुर-302015

फोन: 5108363-67 फ़ैक्स : 0141-2711075 सरस हेल्पलाईन नं. : 0141-2709444-45

क्रमांक :-एफ (7) जजिदुससंलि./ क्य/2017-18/

दिनांक :- 10.01.18

निविदा / ई-निविदा-सूचना संशोधन

दिनांक: 13.12.17 को प्रकाशित निविदा सूचना में आशिक संशोधन करते हुए क्र० संख्या 1 से 9 आइटमों की निविदा प्रपत्र क्य करने व खोले जाने की दिनांक 30.01.18 तक बढ़ाई जाती है। शेष शर्तें यथावत रहेगी साथ ही सफाई आइटम, एल्युमिनियम फॉइल लिड एंव पी. पी. बोतल 200 ml इत्यादि हेतु निविदा /ई-निविदायें आमंत्रित की जाती हैं। विस्तृत जानकारी संघ की वेबसाइट <https://eproc.rajasthan.gov.in> , www.jaipurdairy.com एवं sppp.rajasthan.gov.in/ पर देखी जा सकती है ।

प्रबन्ध संचालक

प्रतिलिपि-

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

प्रबन्ध संचालक

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Section I
Instruction to Bidders and Bid Data
(ITB/ITSP)

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

S.No	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid” means a formal offer made by a Bidder/ Bidder in form of an e-tender/Bid including Technical Bid and Financial Bid to Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur in response to Notice Inviting/e-tenders/ Bids.
		1.1.3	“Bidder/ Bidder” means a person or any entity who submits a Bid/ Proposal who may be selected to provide the Services to Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited under the Contract.
		1.1.4	“Bidding Document means the this entire Document consisting of Notice Inviting Bids and I to VI Sections made available to the Bidders by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited Jaipur for selection of the successful Bidder .
		1.1.5	“Client/ Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur” means the self-governed society formed by Government of Rajasthan and registered under the Rajasthan Societies Act, 1965. The selected Bidder will sign the Contract with Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited Jaipur for the Services.
		1.1.6	“Contract” means the Contract which shall be signed by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur with the selected successful Bidder/ Bidder and all its attached documents and the appendices.
		1.1.7	“Day” means a calendar day.
		1.1.8	“Government/ GOR” means the Government of Rajasthan.
		1.1.9	“Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur” means the executive head of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur.
		1.1.10	“Instructions to Bidders (ITB/ ITC)” means the document which provides the Bidders/ Bidders with information needed to prepare their Bids/ Proposals.
		1.1.11	“LOI/ LOA” means the Letter of Intent/ Acceptance which will be sent by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur to the selected successful Bidder.
		1.1.12	“Personnel” means professionals and support staff which will be working for the Bidder to perform the Services.

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		1.1.13	“Bid/Proposal” means the Technical Bid/Proposal and the Financial Bid/Proposal submitted by the Bidder.
		1.1.14	“Rules” means the Rajasthan Transparency in Public Procurement Rules, 2013.
		1.1.15	“Services” means the tasks to be performed by the selected Bidder within the Contract period.
		1.1.16	“Terms of Reference” (TOR) means the document included in the Bidding Document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Bidder, and expected results.
		1.1.17	Terms not defined here shall have the same meaning as given to them in the Act.
1.2	Scope of Services	1.2.1	<p>Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited is the Procuring Entity which has invited the Bids from eligible and qualified Bidders for selecting, in accordance with the procedure of selection specified in this Bidding Document, for Rate Contract for supply of RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK</p> <p>The detailed Scope of the Services has been given in Terms of Reference, Section III of this Bidding Document.</p> <p>The duration of the present Contract is 12 months which may further be extended by another period of 03 months on the same terms and conditions and prices.</p>
1.3	Interpretation	1.3.1	<p>Throughout this Bidding Document:</p> <p>i. the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt;</p> <p>ii. if the context so requires, singular means plural and vice versa.</p>
1.4	Cost of the Proposal	1.4.1	Bidder shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award without assigning any reason and without thereby incurring any liability to the Bidders.
2. Code of Integrity, Conflict of Interest, etc.			
2.1	Conflict of Interest	2.1.1	<p>In addition to the provisions of Rule 81, the Procuring Entity requires that Bidder provide professional, objective, and impartial advice and at all times hold the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>The Bidder/ Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other employers, or that may place it in a position of not being able to carry out the assignment in the best interests of the Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.</p>
2.2	Conflicting activities	2.2.1	Bidder (including its Personnel) that has a business or family relationship with a member of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract.

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		2.2.2	Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.
		2.2.3	No agency or current employees of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur shall work as Bidder or work as his personnel.
2.3	Code of Integrity	2.3.1	<p>The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process and in execution of the Contract.</p> <p>Any person participating in the procurement process or executing the Contract shall,-</p> <ul style="list-style-type: none"> (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement process; (g) disclose conflict of interest, if any; and (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.
2.4	Breach of Code of Integrity by the Bidder	2.4.1	The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process or in execution of the Contract. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Bidder's Proposal and completing the remaining Services.
3. Eligibility			
3.1	General	3.1.1	The Bidder may be a natural person, private Entity or government-owned Entity.
		3.1.2	The Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.1.3	The Bidder shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur under section 46 of the Act.
		3.1.4	The Bidder shall have to submit proof of registration for the GST and Permanent Account Number (PAN) under Income Tax Act.

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		3.1.5	<p>i. Any change in the constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur and such change shall not relieve any former member of the firm, etc., from any liability under the Contract.</p> <p>ii No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to a bid by all its terms, conditions and deposit with the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient to discharge for any of the purpose of the Contract.</p>
3.2	Only one Proposal by one Bidder	3.2.1	A Bidder shall submit only one Proposal If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
4. Contents of Bidding Document			
4.1	Sections of the Bidding Document	4.1.1	This Bidding Document consists of the following Sections: Notice Inviting Bids (Proposals) Section I: Instruction to Bidders/ Bidders (ITB/ ITSP) and Bid Data Section II: Qualification and Evaluation Criteria Section III: Terms of Reference (TOR) Section IV: Bidding Forms Section V: Contract Forms
		4.1.2	i. The download/upload of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal (SPPP) http://sppp.rajasthan.gov.in . and e-procurement website www.eproc.rajasthan.gov.in The prospective Bidders shall be permitted to download the Bidding Document from the SPPP and e-procurement portal and pay its price while submitting the filled-up Bidding Documents on website www.eproc.rajasthan.gov.in as per e-procurement system as defined in bidding documents.
		4.1.3	<p>Tender Processing Fee (non-refundable) : Rs. 1000/- (Rs. One Thousand only) in form of Demand draft in favour of MD RISL, payable at Jaipur and instruments of payment of price of Rupees 500/= of the Bidding Document and the amount of bid security of Rupees 40000/- (Rs. Forty thousand only) must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur, payable at Jaipur (bid security may also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified given format).</p> <p>These three original instruments of payment, alongwith the sealed envelope, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes 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, failing in which the bid shall be rejected.</p>
		4.1.4	The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur is not responsible for the completeness of the Bidding Document and its addenda, if they were not downloaded correctly from the State Public Procurement Portal or e-procurement website www.eproc.rajasthan.gov.in .

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		4.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
4.2	Clarification of Bidding Document	4.2.1	The Bidder shall be deemed to have carefully examined the Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc. of the Services to be performed. If any Bidder has any doubts as to the meaning of any portion of these Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc., it shall, before submitting the Bid, refer the same in pre-bid meeting of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur in writing or e-mail at the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur address written in the beginning of the Bidding Document. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur will respond in writing or e-mail to any request for clarification, within three days provided that such request is received no later than 7 (seven) days prior to the deadline for submission of Bids. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 4.3 [Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document.
		4.2.2	At any time prior to the deadline for submission of the Bids, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur, suo moto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document.
4.3	Amendment of Bidding Document	4.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-procurement website www.eproc.rajasthan.gov.in .
		4.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur may, at its discretion, extend the deadline for the submission of the Bids under due publication on the State Public Procurement Portal.
5. Preparation of Bids			
5.1	Cost of Bidding	5.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		5.1.2	The Bidder shall furnish the self attested copies of the following documents with its Bid:- i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/ submitting the Bid, authorizing him to represent all partners of the firm and his contact details. ii. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid and his contact details in the format given in Section IV [Bidding Forms]. iii. Permanent Account Number (PAN) issued by the Income Tax Department and GST registration certificate.

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			iv. Address of office, telephone, fax numbers, e-mail address.
5.2	Language of Bid	5.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur, shall be written in English/ Hindi language and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi, in which case, for purposes of interpretation of the Bid, such translation shall govern.
5.3	Documents Comprising the Bid	5.3.1	<p>The Bid shall comprise of two bid system, one containing the Technical Bid/ Proposal and the other the Financial or Price Bid/ Proposal. Tender Processing Fee (non-refundable): Rs.1000/- (Rs. One Thousand only) in form of Demand draft in favour of MD RISL, payable at Jaipur and instruments of payment of price of Rupees 500/= of the Bidding Document and the amount of bid security of Rs. 40000/- (Rs. Forty thousand only) must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled Bank in India drawn in the name of Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur, payable at Jaipur (bid security may also be deposited through bank guarantee issued by a Scheduled Bank in India in the specified given format).</p> <p>These three original instruments of payment must be submitted along with the sealed envelope in the office of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited ,Jaipur, 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, failing in which the bid shall be rejected.</p> <p>All documents of Technical Bid/ Proposal and Financial Bid/Proposal must be uploaded duely signed by the Bidder or its authorized signatory. The form for Financial Bid must be completed without any alterations to its. XLS format and no substitutes shall be accepted.</p>
		5.3.2	<p>The Technical Bid/ Proposal shall contain the following:</p> <ol style="list-style-type: none"> Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms]; proof of payment of price of Bidding Document, Bid Security and Bid processing fee; written confirmation authorizing the signatory of the Bid to commit the Bidder; documentary evidence establishing the Bidder's eligibility to bid; documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; All documents mentioned in ITB Clause 5.1.2; and Others considered necessary to strengthen the Bid.
		5.3.3	<p>The Financial Bid/ Price Proposal shall contain the following:</p> <p>Financial Bid/ Price Proposal Submission Sheet and the Price Schedule in the specified formats.</p>
5.4	Technical Proposal Format and Content	5.4.1	The Technical Bid/Proposal shall provide the information indicated in the following para in the 5.4.1.1. The recommended number of pages for the description of the approach, methodology and work plan has also been indicated. A page is considered to be one printed side of A4 or letter size paper.
		5.4.1.1	<p>The Technical Proposal should include:</p> <p>Brief description of the Bidders organization (approximately 2 Pages) and an</p>

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			<p>outline of the required experience as required in Section II: Evaluation and Qualification Criteria.</p> <p>For each assignment, the outline should indicate the duration of the assignment, contract amount, and Bidders involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the client as a Bidder.</p> <p>Bidders should be prepared to substantiate the claimed experience if so requested by the JZDUSS Ltd.,</p>
		5.4.2	The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.
5.5	Financial Proposal	5.5.1	The Financial Proposal shall be prepared using the attached Bidding Forms. [Section IV, Bidding Forms]. The Bid Price shall be inclusive of all ,FOR jaipur Dairy.
5.6	Currencies of Proposal and Payments	5.6.1	The unit rates and the Prices shall be quoted by the Bidders entirely in Indian Rupees and all payments shall be made in Indian Rupees.
5.7	Taxes	5.7.1	The Approved Firm is responsible for meeting all tax liabilities, including toll tax, arising out of the Contract, except GST which shall be paid extra by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur
5.8	Period of validity of Bid	5.8.1	The Proposals must remain valid for 120 Days after the last date of submission of Proposals.A Bid valid for a shorter period shall be rejected by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur as non-responsive. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur will make its best effort to complete evaluation and award the Contract within this period.
		5.8.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur may request Bidders to extend the period of validity of their Bids. Bidders who do not agree have the right to refuse to extend the validity of their Proposals without losing their Bid Security.
5.9	Bid Security	5.9.1	The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rs.40000/- (Rs. Forty thousand only)
		5.9.2	The Bid Security may be given in the form of a banker's Cheque or demand draft or bank guarantee of a Scheduled Bank in India, in specified format included in Section IV [Bidding Forms].
		5.9.3	Instrument of Bid Security shall necessarily accompany the Technical Bid. Any Technical Bid not accompanied by Bid Security shall be liable to be rejected.
		5.9.4	Bid Security of a Bidder lying with the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur in respect of other Bids awaiting decision shall not be adjusted towards Bid Security for this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.
		5.9.5	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.

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		5.9.6	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security and additional security by successful Bidder.
		5.9.7	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the selected Bidder does not execute the Contract agreement after issue of letter of acceptance of its Proposal within the specified time period; or iii. when the selected Bidder does not deposit the Performance Security; in the specified time limit after issue of the letter of acceptance of its Proposal; or iv. when the Bidder fails to commence the Services within the time limit specified; or v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITB.
		5.9.8	In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur on the amount of Bid Security.
		5.9.9	The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur shall promptly refund the Bid Security of a Bidder at the earliest of any of the following events, namely:- i. the expiry of validity of Bid Security; ii. the agreement for procurement is signed and Performance Security is furnished in full, by the successful Bidder; iii. the cancellation of the procurement process; or iv. The withdrawal of Bid prior to the deadline for presenting Bids.
5.10	Format and Signing of Bid	5.10.1	The Technical and Financial Bid shall be typed or written in ink and its all pages shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid. All pages shall be serially numbered.
6. Submission, Receipt and Opening of Bids			
6.1	Sealing and Marking of Bids	6.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, http://eproc.rajasthan.gov.in . In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.
		6.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of Jaipur Zila Dugdh

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			Utpadak Sahakari Sangh Limited, Jaipur after last time and date of Bid submission and before Time and date of opening of technical Bid, failing in which the bid shall be rejected.
6.2	Deadline for Submission of Bids	6.2.1	Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids, or an extension issued thereof.
6.3	Withdrawal, Substitution and Modification of Bids	6.3.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice duly digitally signed by the Bidder or his authorised representative, and shall include a scanned copy of the authorisation. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 6.2 [Deadline for Submission of Bids].
		6.3.2	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 5.8 [Period of Validity of Bids] or any extension thereof.
6.4	Bid Opening	6.4.1	The electronic Technical Bids shall be opened by the Bids opening committee constituted by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur at 3.00 PM on 30/01/2018 at the office of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur in the presence of the Bidders or their authorised representatives, who choose to be present.
		6.4.2	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		6.4.3	The Bidders may choose to witness the electronic Bid opening procedure online.
		6.4.4	The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur in evaluation of their Technical Bids.
		6.4.5	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		6.4.6	First, covers marks "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened. Next, covers marks "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers

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			<p>being substituted. Only the Substitution Technical Bids shall be opened, read out, and recorded. Substitution Financial Bids will remain unopened in accordance with ITB Sub-Clause 6.4.4. No Bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at Bid opening.</p> <p>Covers marks “MODIFICATION Technical Bid” shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification is to be opened, read out, and recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 6.4.4.</p>
		6.4.7	<p>All other envelopes containing the Technical Bids shall be opened one at a time and the following read out and recorded-</p> <ol style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. Whether proof of payment of Bid Security or Bid Securing Declaration, payment of price of the Bidding Document and processing fee have been enclosed. iv. Any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page and other important papers of each Bid by the members of the Bids opening committee.</p>
		6.4.8	<p>Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except that not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.</p>
		6.4.9	<p>The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p>
		6.4.10	<p>After completion of the evaluation of the Technical Bids the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited Jaipur shall invite Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified to attend the electronic opening of the Financial Bids. The date, time, and location of the opening of Financial Bids will be intimated to them in writing by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur.</p>
		6.4.11	<p>The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive.</p>
		6.4.12	<p>The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.</p>

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		6.4.13	<p>All covers containing the Financial Bids shall be opened one at a time and the following read out and recorded-</p> <ul style="list-style-type: none"> i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. Any other details as the Bids opening committee may consider appropriate. <p>After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of the each Bid by the members of the Bids opening committee. All the pages of the Price Schedule and letters shall be initialled and dated by the members of the committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be mark and signed with date by the members of the Bids opening committee.</p>
		6.4.14	<p>The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price and any conditions put by the Bidder. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p>
7. Evaluation and Comparison of Bids			
7.1	Confidentiality	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur on any matter related to its Technical and/ or Financial Proposal, except when invited by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur to give their presentations on Technical Bids. Any effort by Bidders to influence the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
7.2	Clarification of Technical or Financial Bids	7.2.1	<p>To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.</p>
		7.2.2	<p>Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.</p>
		7.2.3	<p>No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.</p>

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		7.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
7.3	Deviations, Reservations and Omissions in Technical or Financial Bids	7.3.1	<p>During the evaluation of Technical or Financial Bids, the following definitions apply:</p> <ul style="list-style-type: none"> i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
7.4	Correction of Arithmetical Errors in Financial Bids	7.4.1	<p>Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:</p> <ul style="list-style-type: none"> a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. <p>The Bidder shall have to accept the arithmetical corrections made as above.</p>
7.5	Responsiveness of Technical or Financial Bids	7.5.1	The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur determination of the responsiveness of a Technical or Financial Bid is to be based on the contents of the Bid itself.
		7.5.2	<p>A substantially responsive Technical or Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and requirements of the Bidding Document. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would- <ul style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Services; or ii. limits in any substantial way, inconsistent with the Bidding Document, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur rights or the Bidder's obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		7.5.3	If a Technical or Financial Bid is not substantially responsive to the Bidding Document, it shall be rejected by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
7.6	Evaluation of Technical Proposals	7.6.1	The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria.

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			Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
7.7	Evaluation of Financial Proposals	7.7.1	As a Time Based Contract shall be entered, therefore, the Bidder is deemed to have included all prices in the Financial Proposal. The total price, excluding GST, if applicable, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. The successful Bidder shall be one who offers lowest price for the contract.
7.8	Taxes	7.8.1	GST, if applicable, shall be paid by the Bidder to the relevant Tax Department.
8. Negotiations and Clarifications			
8.1	General	8.1.1	The Bidder quoting the lowest price in the evaluation of Bids shall be invited for negotiations at the office of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., at Jaipur on a date to be informed after completion of evaluation of Bids. The Bidder or its representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Bidder may attend negotiations.
		8.1.2	The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur shall prepare minutes of negotiations that are signed by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur and the Bidder or its authorised representative.
8.2	Technical negotiations or clarifications	8.2.1	The negotiations include discussions of the Terms of Reference (TOR), the proposed methodology, the Client's inputs, the Conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Contract.
8.3	Financial negotiations or clarifications	8.3.1	All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		8.3.2	Negotiations may, however, be undertaken only with the lowest Bidder, if necessary.
		8.3.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
			In case of non-satisfactory achievement of price from lowest Bidder, the Bid evaluation committee may choose to make a written (e-mail) counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.
9. Award of Rate Contract			

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9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur shall inform the selected Bidder in writing, by registered post or email, that it's Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the Bidder given in the Proposal.
			<p>In the written intimation of acceptance of its Proposal sent to the selected Bidder, it shall also be asked to execute an agreement in the format given in the bid documents on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period of 15 (fifteen) days from the date on which the LOA or LOI is despatched to the selected Bidder.</p> <p>Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur shall promptly notify all Bidders who have submitted proposals about the acceptance of the selected offer and also place this information on the State Public Procurement Portal.</p>
		9.1.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur shall take action against the successful Bidder as per the provisions of the Act and the Rules. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited ,Jaipur may, in such case, cancel the bidding process or if it deems fit, offer for acceptance the rates and conditions of selected Bidder, to the Bidder with next lowest responsive Proposal.
		9.1.3	A Rate Contract shall be entered for prices with the Bidder of lowest priced Bid without a commitment for quantity, place and time of giving order for items to be supplied, at the contracted prices.
		9.1.4	Rate Contract may be entered with more than one Bidder as parallel Rate Contract in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest bidder, in order to secure prompt delivery of services.
9.2	Performance Security	9.2.1	Performance Security shall be solicited from the selected Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be

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			<p>taken from them.</p> <p>The amount of Performance Security shall be five percent of the amount of the Contract. The currency of Performance Security shall be Indian Rupees.</p> <p>The Bidder shall deliver the Performance Security and Additional performance Security to the Procuring Entity within 15 days after issue of the Letter of Acceptance.</p>
		9.2.2	<p>Performance Security shall be furnished in one of the following forms:</p> <p>(a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or (b) Bank guarantee. It shall be in the form given in Section VI, Contract Forms, issued by a Scheduled Bank in India.</p> <p>Performance and additional Security furnished in the form of Bank guarantee shall remain valid for a period of sixty days beyond the date of completion of the services and all contractual obligations of the Bidder.</p>
		9.2.3	<p>Forfeiture of Performance Security: the amount of Performance Security in full or part may be forfeited in the following cases:-</p> <p>(a) when the Bidder does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or (b) when the Bidder fails to commence the Services as per Letter of Award within the time specified; or (c) when the Bidder fails to complete the Services satisfactorily within the time specified; or (d) when any terms and conditions of the contract is breached; or (e) if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur in this regard shall be final.</p>
9.3	Payments to the Bidder by JZDUSS LTD	9.3.1	All payments shall be made in Indian Rupees. Payment will be made to the Bidder, within 30 days on Satisfactory Quality verification of the material.
10. Grievance Redressal during procurement process			
10.1	Grievance Redressal	10.1.1	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix A to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First Appellate Authority:- Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited Second Appellate Authority:- The Managing Director, Rajasthan Cooperative Dairy Federation Ltd.</p>

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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 e-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 “Toll free, 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.

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Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)**(1) Filing an appeal**

If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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.

(2) 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.

(3) 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 First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

(4) 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.

(5) Procedure for disposal of appeals

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (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.

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WITH OFFICE SEAL & DATE

**Annexure
FORM No. 1
[See rule 83]**

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

Appeal Noof
Before the (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

- 1.
- 2.
- 3.

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

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

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

6. Grounds of appeal:

.....
.....
..... (Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE**

Section II:

Evaluation and Qualification Criteria

- I. The Bidder must be a experienced manufacturers /Distributors
- II. The Bidder must not have been debarred by the State Government or Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited . or blacklisted by any other procuring entity.
- III. Submit details of current works in hand Value and other contractual commitments, **if any**, (Attach copies of Work Orders).
- IV. Submit acceptance of tender document and specifications in the enclosed format.
- V. The Bidder must have PAN number and GST number.
- VI. The successful Bidder 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

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WITH OFFICE SEAL & DATE

Section III
Terms of Reference

- 1 **Scope of Work:** Jaipur Dairy, Jaipur invites tender in two cover system for selection of supplier for supply of retortable pp bottle for 200 ml flavored milk, as per the prescribed Specifications. Prospective suppliers willing to participate in this tender shall necessarily register themselves in e-procurement portal
- 2 **Dividing quantities among more than one bidder at the time of award.-** As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.
3. **Delivery:** 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).
4. **Liquidity Damages:** 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.
5. The Jaipur Milk Unions reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 5% in case of delays beyond one month as stipulated above. The JMU further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.
6. **Payment** will be made on Satisfactory Quality verification of the supplied material ,within 30 days, of receipt of the Bills.
7. All legal proceedings, if necessity arises, to be instituted by any of the parties shall have to be lodged in courts situated at Jaipur and not elsewhere.

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

ANNEXURE – C

1. **The standard specification of cap (without wad)**

Product	Weight	Height	Thread ID	Cap ID	OD on nurling	Cap OD	Depth
Cap	In gm	In mm	In mm	In mm	In mm	In mm	In mm
	1.5 +/- 0.2	10.5 +/- 0.2	30.7 +/- 0.3	32.0 +/- 0.3	34.3 +/- 0.2	34.9 +/- 0.3	9.9 +/- 0.3

Cap rotates about 360 degrees for uniform pressure on foil.

2. **The standard specification of wad :**

Product	Layer	Dia	Thickness	Type
Wad	Nos.	In mm	In mm	Retortable
	05	31.5 mm	0.25 +/- 0.02	

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

Section IV :

BIDDING FORMS

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

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

{Location, Date}

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

Dear Sir:

We, the undersigned, offer to supply of **RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK**, 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 the Rules.

(b) Our Proposal shall be valid and remain binding upon us for the required period of 120 Days.

(c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Bid Document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.

(d) We meet the Eligibility and Qualification criteria as required in the Bid Document.

(e) Our Bid/Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(f) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the Bid Document.

(g) We understand that the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

Form TECH-2
BIDDER'S ORGANIZATION AND EXPERIENCE

Form TECH-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) _____

- Phone no. _____ Mobile no. _____
Fax No. _____ Email address _____
2. Addressed to :R.C.D.F. Ltd., Saras Sankul, J. L. N. Marg, JAIPUR-17
3. Factory Registration Number (Enclose copy)
4. Plant Location (Complete address)
.....
.....
Phone no. _____ Mobile no. _____
Fax No. _____ 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...../...../2017
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 (a) PAN Card / No.....(Attach attested Photocopy)
(b) GSTN No. (Attach attested Photocopy)
- 11 Details of the Bankers: Name..... Branch
District..... State IFSC Code.....

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

B - Bidder's Experience (if Any)

S. No.	Name of the assignment	Client (address and Contact Number)	Time Period (From....to....)	Cost of work order

- 1. Enclose information regarding current litigation if any.

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

FORM TECH-3

Bid Security in form of Bank Guarantee

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

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

Beneficiary:

The Managing Director
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,
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 of **RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK** under Bid No. [insert BID number]. Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

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

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

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

FORM TECH-4
Declaration by the Bidder in compliance of Section 7 & 11 of the Act

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur-302015, Rajasthan for supply of **RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK**. 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:

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

FORM TECH-5

POWER OF ATTORNEY

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

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder for supply of **RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK** 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)

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE**

SECTION V

**CONTRACT FORMS
AND
PERFORMANCE SECURITY
&
ADDITIONAL PERFORMANCE SECURITY**

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

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

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 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 Bank Guarantee as Additional performance security for supply of **RETORTABLE PP BOTTLE FOR 200 ML FLAVORED MILK** 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 WITNESS

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 :-
 - f) If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will be imposed.
 - g) If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
 - h) If the delay is more than two weeks but less than three weeks, penalty @ 3% will be imposed.
 - i) If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
 - j) 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.

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.

**SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE**

- 8. All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties.
- 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 : _____

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

(Performa of Bank Guarantee for Performance Security)**(On Non-judicial stamp paper as prescribed by bank)**

This deed of Guarantee made this _____ day of _____ 2017 (Two thousand seventeen) by _____ (Name and address of the Bank) (hereinafter referred to as "The Bank") which expression shall be here the context or meaning so requires, includes the successors and assignees of the Bank and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur, Rajasthan, (hereinafter referred to as "The Milk Union which expression 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") forand 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 no dues 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 or 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 notice set to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

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

Notwithstanding anything contained 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 there under.

Place :

Date :

(SIGNATURE)
SEAL OF BANK

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE

**(Performa of Bank Guarantee for Additional Performance Security)
(On Non-judicial stamp paper as prescribed by bank)**

This deed of Guarantee made this _____ day of _____ 2017 (Two thousand seventeen) by _____ (Name and address of the Bank) (hereinafter referred to as "The Bank") which expression shall be here the context or meaning so requires, includes the successors and assignees of the Bank and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur, Rajasthan, (hereinafter referred to as "The Milk Union" which expression 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 manufacture of Ag-marked ghee and good quality ISI marked skimmed milk powder/whole milk powder 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 no dues 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 or 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 notice set to the Bank at its address by Registered Post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

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

Notwithstanding anything contained 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 there under.

Place :

Date :

(SIGNATURE)
SEAL OF BANK

SIGNATURE OF THE TENDERER
WITH OFFICE SEAL & DATE