

**JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH
LIMITED JAIPUR**

**E-TENDER FOR TRANSPORTATION OF UHT MAP MILK
IN J&K,NORTH-EAST,RAJASTHAN,DELHI,DERA BEAS
AMRITSAR (PUNJAB) REGION**

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.

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

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD.,
NEAR GANDHI NAGAR RAILWAY STATION, JAIPUR-302015
Tele fax: 0141-2711581, EPBX: 0141-2713666-69.

E-TENDER – FORM

SUBJECT: RATE CONTRACT FOR TRANSPORTING UHT MAP MILK FROM JAIPUR DAIRY TO VARIOUS DESTINATIONS OF ARMY IN NORTH-EAST, J & K REGION, RAJASTHAN REGION, DELHI, AND DERA BEAS AMRITSAR (PUNJAB).

1	Date & Time of uploading Tender Form by Jaipur Milk Union	31.08.2018 up to 02.00 PM
2	Date & Time of Start of uploading Tender Form by Tenderar	31.08.2018 up to 02.00 PM
3	Last Date & Time of uploading of Tender Form by Tenderar	20.09.2018 up to 2.00 PM
4	Last Date and Time of submission:-	
i	EMD (Rs.3,00,000/-)	20.09.2018 up to 4.00 PM
ii	Tender Form Fee Rs. 1000/-	20.09.2018 up to 4.00 PM
iii	E-Tender Processing Fee Rs. 1000/-	20.09.2018 up to 4.00 PM
5	Date and Time of opening of Technical Bid of Transporters	21.09.2018 at 3.00 PM
6	Date & Time of opening of Financial Bid of Qualified Transporters.	To be informed later

TENDER FORM FEE : Rs.1000/= by DD/Bankers Cheque/Pay order (CST Only) in the name of JZDUSS Ltd., Jaipur.

EMD : Rs. 3, 00,000/- (Rs. Three Lakhs Only) by DD (CST Only) only in the name of JZDUSS LTD Jaipur.

Tender Processing Fee : Rs. 1000/- (Rs. One Thousand Only) by DD/ /Pay Order (CST Only) in the name of MD, RISL, Jaipur.

1. Name & full address of the firm : _____
Submitting the tender (In Block Letters) _____

Landline Phone no. _____ Mobile no:- _____

Fax No. _____ E-Mail Id of Tenderer: - _____

2. Name & Address of Power of Attorney holder:- _____

Mobile No of Power of Attorney holder: - _____

E-Mail Id of Power of Attorney holder: - _____

SIGNATURE OF THE TENDERAR
WITH OFFICE SEAL & DATE

3. Addressed to : The Managing Director,
JZDUSS Ltd,
Near Gandhi Nagar Railway, Station
JAIPUR-15

4. Income tax PAN no. : _____

5. GST No. : _____

6. TAN no. (If applicable) : _____

7. RTGS/NEFT Details:-

a) Beneficiary Bank Name & Address: - _____

b) Beneficiary Bank IFSC code : - _____

c) Party Name & Address : - _____

d) Party Bank A/C No. :- _____

8. Name and address of owner/Partner/Directors: - _____
(Designation and status in the firm) along
with Email-Id ,Address proof, ID proof .

9. An attested photocopy of power of attorney issued by owner/All partners/Directors in
Favour of nominated person with ID proof and address to sign and execute the
tender/contract.

10. I / We agree to abide by all the terms & conditions mentioned in the Tender Notice issued
by the Managing Director, JZDUSS Ltd., Jaipur and the other conditions annexed with
the tender form, all the pages of which have been signed by me / us in token of my / our
Acceptance of the terms & conditions mentioned therein.

11. Details of fee deposited offline in physical form in the office of Manager (APS)

	Amount	DD No.	Date
i) Tender Form Fee	Rs 1000/-	_____	_____
ii) EMD	Rs 3, 00,000/-	_____	_____
iii) Tender Processing Fee	Rs. 1000/-	_____	_____

12. I.T.R & Firm Balance Sheet for Last 3 Years.

13. Firm Worthiness : - Annual Turnover of minimum 50 Lacs during each of the last
three years

14. The digitally signed & scanned copies of following documents are to be uploaded for
Eligibility:-

- Duly filled tender form with signature on each copy.
- Copy of PAN Card.
- Copy of GST registration.
- Documents of Power of Attorney holder
- Copies of balance sheet of last 3 years.
- Copy of IT Return of last 3 years.
- Copies of DD/Bankers Cheque/Pay Orders.
- Copy of Food safety license as per FSSAI-2006.
- Party Account detail for RTGS/NEFT.
- Experience Certificate

SIGNATURE OF THE TENDERAR
WITH OFFICE SEAL & DATE

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur

INSTRUCTION FOR SUBMISSION OF E-TENDER FORM & DOCUMENT

1. The bidders who are interested in bidding can download tender document 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, safe crypt, N code 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.
Contact No of Jaipur Dairy.:- 271366-69, Ext:- 314,315,
E-Mail:- eproc@rajasthan.gov.in
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 an 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 tender, it should be ensured that all the tender papers including conditions of contract are digitally signed by the Tenderar.
5. The scan copy of tender form, rates & other relevant documents duly signed by Tenderar should be submitted online only.
6. If required by the Tenderar, training may be given by DOIT, Yojana Bhawan.
Bidder contact: - E-Procurement Cell, 1st Floor, Yojana Bhawan Tilak Marg, C- Scheme, Jaipur. E-Mail:- eproc@rajasthan.gov.in.
7. Tender form & hand written rates would not be accepted in Tender Box.
8. Please read carefully the steps of submitting Tender online.
9. Bidders are also advised to refer “Bidders Manual” available under “Downloads” section for further details about the e- tendering process.

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

**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.
		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	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, RATE CONTRACT FOR TRANSPORTING UHT MAP MILK FROM JAIPUR DAIRY TO VARIOUS DESTINATIONS OF ARMY IN NORTH-EAST, J & K REGION, RAJASTHAN REGION, DELHI, AND DERA BEAS AMRITSAR (PUNJAB) . The duration of the present Contract may further be extended by another period of 03 months on the same terms and conditions and prices.
1.3	Interpretation	1.3.1	Throughout this Bidding Document: i. the term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt; ii. If the context so requires, singular means plural and vice versa.
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.
		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> <p>(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;</p>

			<ul style="list-style-type: none"> (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.
		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	<p>This Bidding Document consists of the following Sections:</p> <p>Notice Inviting Bids (Proposals)</p> <p>Section I: Instruction to Bidders/ Bidders (ITB/ ITSP) and Bid Data</p> <p>Section II: Qualification and Evaluation Criteria</p> <p>Section III: Terms of Reference (TOR)</p> <p>Section IV: Bidding Forms</p> <p>Section V: Contract Forms</p>
		4.1.2	<p>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</p> <p>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.</p>

		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 1000/- of the Bidding Document and the amount of bid security of Rupees 300000/- (Rs. three lakhs 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, along with 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 as per schedule mentioned in bid document failing in which the bid shall be rejected.</p>
		4.1.4	<p>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.</p>
		4.1.5	<p>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.</p>
4.2	Clarification of Bidding Document	4.2.1	<p>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</p>

			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, 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. 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 1000/- of the Bidding Document and the amount of bid security of Rs. 300000/- (Rs. Three Lakhs 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 as per schedule mentioned in bid document, failing in which the bid shall be rejected.</p> <p>All documents of Technical Bid/ Proposal and Financial Bid/Proposal must be uploaded duly 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"> i. 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]; ii. proof of payment of price of Bidding Document, Bid Security and Bid processing fee; iii. written confirmation authorizing the signatory of the

			<p>Bid to commit the Bidder;</p> <p>iv. documentary evidence establishing the Bidder's eligibility to bid;</p> <p>v. documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;</p> <p>vi. All documents mentioned in ITB Clause 5.1.2; and</p> <p>vii. Others considered necessary to strengthen the Bid.</p>
		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	<p>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.</p>
		5.4.1.1	<p>The Technical Proposal should include:</p> <p>Brief description of the Bidders organization (approximately 2 Pages) and an 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	<p>The Technical Bid/Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non-responsive.</p>
5.5	Financial Proposal	5.5.1	<p>The Financial Proposal shall be prepared using the attached Bidding Forms. [Section IV, Bidding Forms]. The Bid Price shall be inclusive of all.</p>
5.6	Currencies of Proposal and Payments	5.6.1	<p>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.</p>
5.7	Taxes	5.7.1	<p>The rates given by the tenderer shall include the cost of fuel, oil; toll tax (s) and any other tax as & where applicable, incidental expenses etc. “Any taxes which are not levied on goods shall have to be borne by transporter”.</p> <p>Octroi/Entry tax/ toll on goods (as in J&K) or other type of taxes which are levied on goods at the destination state shall be deposited by the transporter and shall be paid separately by Jaipur Dairy. It will be reimbursed by Jaipur Dairy on production of original</p>

			<p>receipt. It's mandatory to deposit the tax which is levied on goods by the transporter to appropriate authorities as per the direction given by Jaipur Dairy. If any penalty or dues are imposed by tax authorities on non-compliance /contravention of any act, it shall be recovered from transporter. In case of transshipment, transshipped vehicles number is also to be mentioned on GR.</p> <p>Any tax which is levied on goods on weighment basis, the payment shall be reimbursed on net weight as mentioned in weighment slip, but to a maximum limit of 9 metric ton , 15 metric ton 18 metric Ton, 22 metric ton and so on (in respect of 9 MT truck , 15 MT truck ,18 MT ,22 MT truck so on).</p> <p>As on date, GST on milk transportation is exempted. In case, GST is imposed on milk transportation after the agreement, same shall be borne by Jaipur Dairy. All the transporter should posses GST No and the same is to be furnished at the time of Tender (If applicable).</p> <p>Any other new tax imposed on goods by Govt. Authorities after agreement shall be borne by Jaipur Dairy on production of original receipt.</p> <p>Looking to the changed condition where increase/decrease of diesel price will be frequent, hike or decrease in transportation charges will be made applicable at the end of every four months on cumulative basis.</p> <p>The first revision will be made on four months from the date of opening of technical bid & there after every four months. No diesel Hike will be given before four months. In the event of increase/decrease of diesel price, the amount of revision shall be calculated on the basis of formula four (04) Kms average run per liter of diesel in respect of vehicles of 9 MT capacities and three (03) Kms average run per liter of diesel in respect of vehicles of 15 MT and above The base date for first diesel rate revision will be taken date of opening of technical bid.</p> <p>The distance of the destination shall be calculated on the basis of Indian Distance guide/TTK map Book. Distance of destination calculated by Jaipur Dairy shall be final. The revision in rates will be only for hike/ decrease in transportation amount due to change of diesel price.</p>
5.8	Period of validity of Bid	5.8.1	<p>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 Dugdhd Utpadak Sahakari Sangh Limited., Jaipur as non-responsive. The Jaipur Zila Dugdhd Utpadak Sahakari Sangh Limited, Jaipur will make its best effort to complete evaluation and award the Contract within</p>

			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. 300000/- (Rs. Three Lakhs 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.
		5.9.6	The Bid Security of unsuccessful Bidders shall be refunded within one months time after final acceptance of successful Bid and signing of Contract Agreement and submitting cash 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;

			<p>or</p> <p>iv. when the Bidder fails to commence the Services within the time limit specified; or</p> <p>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.</p>
		5.9.8	In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Cash Security, or refunded if the successful bidder furnishes the full amount of Cash 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	<p>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:-</p> <p>i. the expiry of validity of Bid Security;</p> <p>ii. the agreement for procurement is signed and Performance Security is furnished in full, by the successful Bidder;</p> <p>iii. the cancellation of the procurement process; or</p> <p>iv. The withdrawal of Bid prior to the deadline for presenting Bids.</p>
5.10	Format and Signing of Bid	5.10.1	<p>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.</p> <p>All pages shall be serially numbered.</p>
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 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.
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 13.09.2018 at the office of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur at 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	<p>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.</p> <p>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 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 authorization 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> <ul 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	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.
		6.4.9	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.
		6.4.10	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.
		6.4.11	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.
		6.4.12	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.
		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</p>

			spaces in the Bids shall be mark and signed with date by the members of the Bids opening committee.
		6.4.14	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.
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	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.
		7.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		7.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		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

			<p>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</p> <p>(b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p>
		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. 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.
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	8.3.1	All clarifications needed to be sought shall be sought in

	negotiations or clarifications		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			
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.
			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 cash Security within a period of 15 (Fifteen) days from the date on which the LOA or LOI is despatched to the selected Bidder. 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.
		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.
9.2	Cash Security	9.2.1	<p>Cash 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 Cash Security Declaration shall be taken from them.</p> <p>The Bidder shall deliver the Cash Security to the Procuring Entity within 15 days after issue of the Letter of Acceptance.</p>
		9.2.2	<p>Cash 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</p> <p>(b) Bank guarantee. It shall be in the form given in Section VI, Contract Forms, issued by a Scheduled Bank in India.</p> <p>Cash Security furnished in the form of Bank guarantee shall remain valid for the entire contract period and all contractual obligations of the Bidder. Same shall be refunded when NOC is obtained from competent authority.</p>
		9.2.3	<p>Forfeiture of cash Security: the amount of Cash 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</p> <p>(b) when the Bidder fails to commence the Services as per Letter of Award within the time specified; or</p> <p>(c) when the Bidder fails to complete the Services satisfactorily within the time specified; or</p> <p>(d) when any terms and conditions of the contract is breached; or</p>

			(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. Notice of reasonable time will be given in case of forfeiture of cash Security. The decision of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur in this regard shall be final.
9.3	Payments to the Bidder by JZDUSS LTD	9.3.1	All payments shall be made in Indian Rupees.
10. Grievance Redressal during procurement process			
10.1	Grievance Redressal	10.1.1	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: First Appellate Authority:- Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited Second Appellate Authority:- The Managing Director, Rajasthan Cooperative Dairy Federation Ltd.

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

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.

**SIGNATURE OF THE TENDERAR
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 that 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 TENDERAR
WITH OFFICE SEAL & DATE**

Section II: Evaluation and Qualification Criteria

- The Bidder must have an experience of transportation for last 3 years continuously. 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.
- Submit acceptance of tender document and specifications in the enclosed format.
- The Bidder must have PAN number and GST number.
- Submit acceptance of tender document and specifications in the enclosed format. **(Form Tech-1)**
- Submit details of Organization Profile and current works in hand Value and other commitments, (Attach copies of Work Orders) . **(Form Tech-2)**
- Bank Guarantee Form for Registration /Bid Security, **if applicable (Form Tech-3)**
- Declaration by the Applicant in compliance of the Section 7 & 11 of the RTTP Act. . **(Form Tech-4)**
- Power of Attorney . **(Form Tech-5)**
- Undertaking as per **(Form Tech-6)**

Duly filled tender form with signature on each copy.

Copy of PAN Card.

Copy of GST registration.

Documents of Power of Attorney holder

Copies of balance sheet of last 3 years to show the minimum turnover of Rs 50 Lakhs/year during each of last 3 years.

Copy of IT Return of last 3 years.

Copies of DD/Bankers Cheque/Pay Orders.

Copy of Food safety license as per FSSAI-2006.

Party Account detail for RTGS/NEFT

Experience Certificate for last three years continuously.

**SIGNATURE OF THE TENDERAR
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 for rate contract for transporting UHT MAP milk from Jaipur Dairy to various destinations of Army in North-East J&K Region, Rajasthan Region ,Delhi, and Dera Beas Amritsar (Punjab) 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): _____

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 : JAIPUR DAIRY, (JZDUSSL) JAIPUR-15
3. Registration Number (Enclose copy)
4. 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 : Enclose the document/s.
8. Tender Fee Details:
Rs..... Cash/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.....
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) GSTIN No. (Attach attested Photocopy)
- 11 Details of the Bankers: Name..... Branch
District..... State IFSC Code.....
Account No.....

B - Bidder's Experience

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

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 transporting UHT MAP milk from Jaipur Dairy to various destinations of Army in North-East J&K Region, Rajasthan Region, Delhi, and Dera Beas (Punjab) 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 _____

Signature _____

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

Date _____

Bank's Seal _____ of Bid Security

**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 transporting UHT MAP milk from Jaipur Dairy to various destinations of Army in North-East J&K Region, Rajasthan Region ,Delhi, and Dera Beas (Punjab) 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:
Place:

Signature of Bidder
Name :
Designation:
Address:

FORM TECH-5
POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorize 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 E-Tender for transporting UHT MAP milk from Jaipur Dairy to various destinations of Army in North-East J&K Region, Rajasthan Region ,Delhi, and Dera Beas Amritsar (Punjab) 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 TENDERAR
WITH OFFICE SEAL & DATE

Form TECH –6

–: शपथ – पत्र :-

(100 रुपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर,नोटरी पब्लिक से सत्यापित)

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

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

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

General Part

PREFACE

The Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur hence forth termed as JZDUSSL, invites the online competitive bids from financially sound transporters for “ANNUAL RATE CONTRACT OF TRANSPORTING UHT MAP MILK FROM JAIPUR DAIRY TO VARIOUS DESTINATIONS OF ARMY IN NORTH-EAST , J&K REGION, RAJASTHAN REGION ,DELHI AND DERA BEAS AMRITSAR (PUNJAB).

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT:

1.0 JOB REQUIREMENT

The rates vide this tender are being invited for the following job:

The Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. (hereinafter called Jaipur Dairy) is to consign its milk product like UHT MAP Milk, being manufactured at plant located at Jaipur to expected Army places in North-East, J&K region, Rajasthan region, Delhi, and Dera Beas Amritsar (Punjab) as per schedule attached. It shall therefore be the job of the Tenderer (hereinafter called carrier) to effect road transportation of such goods as assigned by the Jaipur Dairy by his vehicle as indicated in the schedule to tender.

2.0 SUBMISSION OF TENDER:

- 2.1 Tender must be uploaded for “RATE CONTRACT OF TRANSPORTING UHT MAP MILK FROM JAIPUR DAIRY TO VARIOUS DESTINATIONS OF ARMY IN NORTH-EAST, J&K REGION, RAJASTHAN REGION, DELHI AND DERA BEAS AMRITSAR (PUNJAB)” according to the directions given in the tender notice / tender document.
- 2.2 The rate unit must not, under any circumstances, be altered and the rate must be entered in figures only. The rate per unit should be quoted for the contract period 01.10.2018 to 30.09.19 extendable for another six months.

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

General Part

- 2.3 The JZDUSL reserves the right to terminate the agreement by giving 30 days notice without assigning any reasons thereof.
- 2.4 The counter terms & conditions will not be accepted and as such no additions / deletions or alternation in the tender form should be done. In such case tender document may be liable to reject.
- 2.5 The tenderar shall, invariably, furnish complete address of the premises of his office, godown and workshop together with full name and complete address, telephone no., FAX no., Mobile no. & e-mail ID of the person/s that is to be contacted for the purpose. All correspondence sent on the given address (Postal/E-Mail/Fax) shall be deemed to be properly served. In case of change of contact person, carrier will have to inform this office immediately.
- 2.6 The tenderar should digitally sign the tender form at each page at the end in token of the acceptance of all the terms & conditions of the tender.
- 2.7 The JZDUSL reserve the right to accept any tender, not necessarily the lowest tender and reject any tender in whole or part without assigning any reason thereof. Order can be placed for whole or part of the job to the tenderar at the absolute discretion of the JZDUSL.
- 2.8 Any discrepancy in filling the tender / incomplete tender form shall make the tender liable to be rejected.

3.0 EARNEST MONEY DEPOSIT:

- 3.1 Tender form must be accompanied with an Earnest Money of Rs. 3, 00,000/= (Rs. Three Lakhs only) is to be deposited as mentioned above without which tender will not be considered. The EMD should be deposited by Bank Draft/Bankers Cheque/Pay order only in favour of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur payable at Jaipur.
- 3.2 No interest shall be payable on the EMD/SD.
- 3.3 The EMD will be refunded to the unsuccessful Tenderer except L1 within One month of the final acceptance of the tender. However, The EMD of the successful Tenderar will be adjusted in the security deposit.
- 3.4 Request for adjustment of any other amount lying with JZDUSL will not be considered.
- 3.5 The EMD will be forfeited, if the contractor modifies / withdraws the offer during the validity period from the date of final bid.
- 3.6 In case successful Tenderer fails to execute the agreement in given time, the EMD and SD deposit will be forfeited.

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

General Part

4.0 SECURITY DEPOSIT:

- 4.1 The EMD of Rs. 3 Lacs deposited by successful tenderar with the tender form will be adjusted against in Security deposit of Rs. 5,00,000/- (Five Lacs Only)
- 4.2 Total Security Deposit of Rs 5, 00,000/- (Five Lakhs Only) will have to be deposit within Fifteen days of issue of rate approval letter/work order. No interest shall be payable on security deposit.
- 4.3 In case successful tenderar fails to execute the agreement in given time in work order, the EMD/Security money will be forfeited. The deposited security money will be refunded after the expiry of the contract to the contractor after only on submission of “**NO DUES CERTIFICATE FROM THE COMPETENT AUTHORITY**”. The security deposit shall be refunded after making all sort of deductions due from the carrier pertaining to transit delays, spoilage of goods, short supply and such other losses, thus sustained.
- 4.4 The tenderer has to deposit Indemnity Bond to Jaipur Dairy after the completion of the agreement in the desired format to get refund of Security deposit & release of Bank Guarantee.

5.0 AGREEMENT:

- 5.1 The successful tenderer will have to execute an agreement with Manager (APS) JZDUSS Ltd. in the prescribed form on a non-judicial stamp paper duly notified under mention value as per State Government circular No. 28600-30 dated 27.12.2011 with in seven days from the date of issue of rate approved letter :-
Where the amount or the value set-forth in such
Contract does not exceed Rs. 10 Lacs - Five Hundred Rupees
Where it exceeds Rs 10 Lacs but does not
Exceed Rs. 50 Lacs. - One Thousand Rupees
Where it exceeds Rs.50 Lacs - Five Thousand Rupees
- 5.2 The expenses of the agreement shall be borne by contractor.
- 5.3 The period of agreement shall be for till **30.09.19** which can further be extended for another period of **three months** subject to satisfactory services provided by the contractor through out the contracted period.
- 5.4 During the period of agreement, if necessary, any condition can be modified / incorporated with an objective to provide better service to the JZDUSSL by mutual consent.
- 5.5 The JZDUSSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.

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

6.0 BANK GUARANTEE:

6.1. The contractor shall have to submit the Bank Guarantee of Rs 3, 00,000/- (Rs Three Lakhs only) per destination awarded with the maximum Bank Guarantee of Rs 15,00,000 (Rs. Fifteen Lacks Only) from any nationalized Bank / Schedule Bank within seven days of issue of rate approved letter, before starting of work so as to cover any loss to JZDUSSL due to the failure on the part of contractor or breach of contract left after forfeiture of security deposit and any payable amount of the contractor lying with JZDUSSL. In case party feels that Bank Guarantee cannot be deposited within stipulated time then party can deposit cash security in form of DD equivalent to Bank Guarantee. Cash Security/DD will be returned after receipt of Bank Guarantee. The agreement will be done after receipt of Security deposit of Rs.5,00,000/-(Rs.Five Lacs only) and Bank Guarantee. The transportation payment will be released after signing of agreement with JZDUSSL, Jaipur. **The validity of the bank guarantee shall be till six months after expiry of the contracted period.**

6.2. If above formalities are not completed within stipulated time, the EMD/SD will be forfeited and RAL shall be treated as cancelled.

7.0. TRANSIT DELAY:

7.1 *The approved transporter shall ensure availability of vehicle/Truck at Jaipur Dairy premises (Jaipur Milk Union- APS) within three calendar day's inclusive intimation day. The requisition of vehicle shall be intimated through Telephone/Email/Letter or Fax. **After the over of placement period of three calendar days Jaipur Milk Union is free to place truck on risk and cost of the carrier from open market or from the Truck Union etc and as such the consequential losses to the Jaipur Dairy if any shall be liable for recovery from Transporter.***

7.2 The responsibility of the transporter is to ensure the minimum 150 Kms per Day running of the truck is compulsory for the destination. Seven days grace period will be granted for delay supply. The distance of the destination shall be final by Jaipur Dairy. In case of accidental claim, Natural calamities and Bandh relaxation shall be considered after production of authenticated documents pertaining to the above conditions. In case delay for reaching milk at supply depot as per norms Rs. 500/- per day penalty may be imposed.

7.3 The goods delivery can be at supply depot or within the radius of 100 km from supply depot.

7.4 Due to transit delay if any risk purchase would be made by Army depots against UHT MAP Milk supply, then payment of risk purchase amount towards UHT MAP Milk will be recovered from transporter.

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

8.0 BREACH OF THE CONTRACT:

- 8.1** Notwithstanding anything herein contained, the carriers shall not be responsible for breach of non-performance of the terms of this contract/agreement, if such breach of non-performance is occasioned by an act of GOD, strike, riot, civil commotion, or any other natural calamity.
- 8.2** The Jaipur Dairy shall be entitled to terminate this contract forthwith without assigning any reason if the carriers go into liquidation whether voluntary or compulsory.
- 8.3** The carrier will be liable to termination of the contract at the discretion of Managing Director, JZDUSS Ltd., at any time for breach in the terms of the contract by them. In such cases, the carriers shall be liable to make good all the damages/Losses suffered by the Jaipur Dairy/ milk producers' cooperative Union as consequences of the breach of contract.
- 8.4** Recoveries of all types of losses/ penalties etc. shall be made from pending bills of transportation, Security Deposit, Bank guarantee and all other claims lying with milk union

9.0 DAMAGES:

- 9.1** The carriers shall make good all damages which may be caused to any property of Jaipur Dairy and its plants, District Milk Producers Cooperative Union or his agents or servants in connection with the handling and transportation of any of the goods provided further that the Jaipur Dairy/District Milk Producers Cooperative Union/Plant at their opinion may make good such damage and charge the carriers with expensed thereof. In case any of the staff of carrier is found indulged in theft of the property of Milk Union, penalty of 25 times of the value of the property shall be imposed on carrier himself.
- 9.2** It shall be the responsibility of the carrier to deliver the goods at the destination in good condition and all transit losses i.e. shortage, leakage, Bulged & damages, if any, due to any reasons would be at the absolute cost and risk of the transporter. It is also clear that if any damages occurred due to transshipment will be recoverable from bill of transporter.

SIGNATURE OF THE TENDERAR
WITH OFFICE SEAL & DATE

10.0 INSURANCE:

The transported goods shall be insured by Jaipur Dairy for road accident and transit damage by an open marine policy. The carrier/transporter will be responsible to lodge FIR in case of accident with nearest police station and immediately intimate to Jaipur Milk Union for getting the survey of damaged goods/losses due to accident on the spot of accident or at the depot, in case of transit loss, by authorized surveyor of insurance company. All the formalities regarding lodging of claim to insurance company shall be done by Jaipur Milk Union. All relevant papers required by insurance company to settle the claim shall be submitted by carrier to Jaipur dairy and the same shall be sent by Jaipur Dairy to insurance company at their Jaipur office for processing the claim. The losses shall be withheld from transporter bill till the claim is received from insurance company. If the insurance claim is not received full or in part the liability to directly make goods the loss/losses to the Jaipur Dairy on carriers account. Kindly note that any transit claim shall not be entertained if the transportation is not made as per agreement and terms and condition of Jaipur Dairy viz stack height and other safety measures.

11.0 TERMINATION OF CONTRACT:

It is an express condition of this contract that at any time the contract may be terminated due to changes in the working condition of Jaipur Dairy and Jaipur Dairy shall have the right to terminate the contract without assigning any reasons thereof by giving Thirty days notice to the carriers. The carriers shall have no claim whatsoever on the Jaipur Dairy Milk producers for premature termination of the contract. During this notice period the carrier shall be bound to transport as specified by the Manager (APS), Jaipur Dairy or any officer acting on his behalf.

12.0 Taxes & Diesel Escalation:

12.1 The rates given by the tenderer shall include the cost of fuel, oil; toll tax (s) and any other tax as & where applicable, incidental expenses etc. **“Any taxes which are not levied on goods shall have to be borne by transporter”.**

Octroi/Entry tax/ toll on goods (as in J&K) or other type of taxes which are levied on goods at the destination state shall be deposited by the transporter and **shall be paid separately by Jaipur Dairy**. It will be reimbursed by Jaipur Dairy on production of original receipt. It's mandatory to deposit the tax which is levied on goods by the transporter to appropriate authorities as per the direction given by Jaipur Dairy. If any penalty or dues are imposed by tax authorities on non-compliance /contravention of any act, it shall be recovered from transporter. In case of transshipment, transshipped vehicles number is also to be mentioned on GR

12.3 Any tax which is levied on goods on weighment basis, the payment shall be reimbursed on net weight as mentioned in weighment slip, but to a maximum limit of 9 metric ton , 15 metric ton 18 metric Ton and so on (in respect of 9 MT truck , 15 MT truck and 18 MT truck so on). **No Pro Rata calculation and payment is allowed in this contract.**

12.4 As on date, GST on milk transportation is exempted. In case, GST is imposed on milk transportation after the agreement, same shall be borne by Jaipur Dairy. All the transporter should possess GST No and the same is to be furnished at the time of Tender (If applicable).

12.5 Any other new tax imposed on goods by Govt. Authorities after agreement shall be borne by Jaipur Dairy on production of original receipt.

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

12.4 Looking to the changed condition where increase/decrease of diesel price will be frequent, hike or decrease in transportation charges will be made applicable at the end of every four months on cumulative basis.

The first revision will be made on four months from the date of opening of technical bid & there after every four months. No diesel Hike will be given before four months. In the event of increase/decrease of diesel price, the amount of revision shall be calculated on the basis of formula four (04) Kms average run per liter of diesel in respect of vehicles of 9 MT capacities and three (03) Kms average run per liter of diesel in respect of vehicles of 15 MT and above The base date for first diesel rate revision will be taken from the date of opening of technical bid.

12.5 The distance of the destination shall be calculated on the basis of Indian Distance guide/TTK map Book. Distance of destination calculated by Jaipur Dairy shall be final. The revision in rates will be only for hike/ decrease in transportation amount due to change of diesel price.

13.0 Transportation Charges:

13.1 The approved carrier shall be paid transportation charges by the Jaipur Dairy as a consideration of discharges of the contract on production of bills along with transporters consignment note(G.R) duly receipted for delivery of goods (signed and stamped) by the receiving authority in original only. However, while effecting payment penalties on account of delay, shortages, bulged, damages and other losses; if any sustained will invariably be deducted from the bill. In case transportation is on consignment note freight- to pay basis, losses on account of delay, damages, shortage if any shall be recoverable from transporter. Husk cost will be born by transporter. In case vehicles meets with accident on the way and goods are not in a position to reach the destination, no transportation shall be paid.

14.0 Loading and Unloading:

14.1 Loading of goods shall be done by Jaipur Dairy.

14.2 Unloading charges will not be reimbursed to transporter & will be borne by transporter. The date of unloading of goods (Milk) mentioned on G.R/Receipt by Army Supply depot shall be considered final.

14.3 Trucks must be in good condition with Clean & flat surface and covered with Tripals

14.4 Carrier will have to spread Husk at the platform of the vehicle at his cost before loading of milk to avoid transportation jerks

14.5 The allowed Stack height shall be 7 to 8 trays.

14.6 Carrier can be asked to unload to any point within 100 Kms radius of the designated depot.

14.7 All the bidders may contact with the depots for the unloading charges to be charged after obtaining the contract. Accordingly they can quote their rates inclusive unloading charges.

14.8 Jaipur Dairy shall not be responsible for any dispute arises at unloading point.

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

15.0 TRANSSHIPMENT

Transshipment has been allowed in the vehicle going to different destinations in North-East, and J&K region so that TPM may be delivered to Army destination as per scheduled and requirement of A.S.C., Depot. All the leakage and damages etc. during transshipment shall be born by transporter. The transporter will have to submit the details of transshipment vehicle as and when transshipment takes place but in this case, Jaipur milk union shall not be responsible for rejection of claim if the transshipment vehicles details are not provided by transporter to Jaipur Dairy..

16.0 Milk transporter must obtain food Safety Licenses as per Food safety Standard Act 2006 from the concerned authority. The license validity should be as on/entire tender period.

17.0 Proprietors, Directors, Partners, Stake holders, Power of Attorney holders, blood relation personal or employees of the tenderer/Bidders who have any pending case against Jaipur Milk Union or of its Employee related to any kind of work of Jaipur Milk Union in any court will not be considered. He has to furnish affidavit on Rs. 100/- Stamp paper in the prescribed Performa to this effect. Subsequently, if it is found to be false, the EMD and Security deposit will be forfeited & Contract shall be terminated

18.0 If Jaipur Milk Union has any pending case against Proprietors, Directors, Partners, Stake holders, Power of Attorney holders, blood relation personal or employees of the tenderer/Bidders related to any kind of work of Jaipur Milk Union in any court will not be considered.. He has to furnish affidavit on Rs. 100/- Stamp paper to this effect. Subsequently, if it is found to be false, the EMD and Security deposit will be forfeited & Contract shall be terminated

19.0 In the event of any dispute arising out in the interpretation of any of the condition of this agreement, the decision of Managing Director, JZDUSS Ltd., Jaipur would be final.

20.0 A bidder may file an Appeal in the prescribed form as per Chapter –VII,(Rule -83-85) of the RTPP Rules 2013 & guidelines there under, along with the requisite Fees.
Name of first appeal authority - Chairman JZDUSS Ltd.
Name of Second appeal authority - MD RCDF Jaipur

21.0 ARBITRATION

21.1. All disputes and differences arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of Arbitration & 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.

21.2. All disputes arise, if any, are subject to Jaipur Jurisdiction only.

22.0 No claim shall be entertained after the No objection certificate is obtained from the competent authority of Jaipur Dairy and after refund of the Security Deposit and Bank Guarantee.

23.0 Successful Tenderer will have to become “Nominal Member” of Sangh by depositing required fee which is at present. Rs 110/

24.0 If any information/document is found incorrect/false during the entire contract period, EMD, Security deposit and Bank Guarantee shall be forfeited and contract shall be terminated.

25.0 Tenderer has no any right for adding or deleting any condition.

SIGNATURE OF THE TENDERAR
WITH OFFICE SEAL & DATE

- 26.0** Tenderer must possess the experience for transportation of goods for last Three years continuously every year. The experience certificate for transportation of any reputed firm/ institution is to be enclosed along with tender form.
- 26.1** Tenderer must have branch office /head office of Transport Company in Jaipur city.
- 27.0** Tenderer who are presently or in past under contract with Jaipur Milk Union or any other milk union and have caught/punished in any theft case shall not be able to participate in this tender.
- 28.0** Tenderer who have been blacklisted/termination of agreement in past by Jaipur or any other RCDF Milk Union shall not be considered for this tender.
- 29.0** Tenderer having any financial dealing with any of the employees of milk union as on date of submission of tender shall not be considered.
- 30.0** Tenders of any of the officer/employee/member or their blood relatives (as per Hindu family act) will not be accepted.
- 31.0** Tenders of any of the Labour contractor (Piece Rate), Kaladera Plant transport contractor, Security agency will not be accepted.

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

Financial Bid (For Demonstration purpose only)

TRANSPORTATION OF UHT MAP MILK FROM JAIPUR DAIRY TO VARIOUS DESTINATIONS IN J&K REGION, NORTH-EAST REGION, RAJASTHAN REGION, DELHI AND DERA BEAS AMRITSAR (PUNJAB)

DESCRIPTION: - Transportation of UHT MAP (TPM) Milk through vehicles of **9MT/15 MT/18 MT/22MT** load carrying capacity.

(Rate should be filled in prescribed Format of .XLS (BOQ Format))

S.No.	: Details of Destination	Rates of transportation in Rs			
		For 9 MT Vehicle	For 15 MT Vehicle	For 18 MT Vehicle	For 22 MT Vehicle
1	Rampur (J&K)				
2	Uri(J&K)				
3	Khanabal(J&K)				
4	Awantipur(J&K)				
5	Dharmund(J&K)				
6	Thalela(J&K)				
7	Banihal(J&K)				
8	Bhalra(J&K)				
9	Bandipur(J&K)				
10	Dawar(J&K)				
11	Narian(J&K)				
12	Srinagar(J&K)				
13	Kangan(J&K)				
14	Tangdhar(J&K)				
15	ANY OTHER PLACE IN J&K REGION PER KM RATE				
16	Changsari (ASSAM)				
17	Tejpur (ASSAM)				
18	Bhalukumara (ASSAM)				
19	Jagi Road (ASSAM)				
20	ANY OTHER PLACE IN N-E REGION PER Km RATE.				
21	Bikaner (RAJ.)				
22	Suratgarh (RAJ.)				
23	Jassai (RAJ.)				
24	Jaisalmer (RAJ.)				
25	Jodhpur (RAJ.)				
26	Pokran (RAJ.)				
27	Delhi				
28	Dera Beas Amritsar (Punjab)				
29	Any other place in Rajasthan per Km rate				

FROM
JAIPUR
DAIRY
TO

In J&K region, Rajasthan region, Delhi and Dera Beas, only **9MT/15MT** load carrying capacity vehicle rates are to be quoted.

In North-East region, only **18 MT/22MT** load carrying capacity vehicle rates are to be quoted.

It's mandatory to fill at least one cell of **column i.e. 9 MT** column otherwise BOQ shall not be loaded by default. However bidders may apply for all columns.