

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

E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.

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**

Part I
Technical Bid

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

E-TENDER – FORM

SUBJECT: E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.

1	Date & Time of uploading Tender Form by Jaipur Milk Union	02.11.2018 up to 11.00 AM
2	Date & Time of Start of uploading Tender Form by Tenderar	05.11.2018 up to 11.00 AM
3	Last Date & Time of uploading of Tender Form by Tenderar	26.11.2018 up to 2.00 PM
4	Last Date and Time of submission:-	26.11.2018 up to 2.00 PM
	EMD (Rs.15,00,000/-)	26.11.2018 up to 2.00 PM
ii	Tender Form Fee Rs. 1000/-	26.11.2018 up to 2.00 PM
iii	E-Tender Processing Fee Rs. 1000/-	26.11.2018 up to 2.00 PM
5	Date and Time of opening of Technical Bid of Transporters	28.11.2018 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.15,00,000/-) (Rs. Fifteen Lakhs Only) by DD (CST Only)/BG 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 15, 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 Crores 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 TENDERER
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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.:- 2713666-69, 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, E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to
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> <ul style="list-style-type: none"> (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement process; (g) disclose conflict of interest, if any; and (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.
2.4	Breach of Code of Integrity by the Bidder	2.4.1	<p>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.</p>
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	<ul style="list-style-type: none"> 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. 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.
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	<ul style="list-style-type: none"> i. The download/upload of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal (SPPP) http://sppp.rajasthan.gov.in. and e-procurement website www.eproc.rajasthan.gov.in The prospective Bidders shall be permitted to

			download the Bidding Document from the SPPP and e-procurement portal and pay its price while submitting the filled-up Bidding Documents on website www.eproc.rajasthan.gov.in as per e-procurement system as defined in bidding documents.
		4.1.3	<p>Tender Processing Fee (non-refundable) : Rs. 1000/- (Rs. One Thousand only) in form of Demand draft in favour of MD RISL, payable at Jaipur and instruments of payment of price of Rupees 1000/- of the Bidding Document and the amount of bid security of Rupees 1500000/- (Rs. Fifteen 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	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 .
		4.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
4.2	Clarification of Bidding Document	4.2.1	The Bidder shall be deemed to have carefully examined the Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc. of the Services to be performed. If any Bidder has any doubts as to the meaning of any portion of these Bidding procedure, Evaluation and Qualification Criteria, Conditions of Contract, Terms of Reference etc., it shall, before submitting the Bid, refer the same in pre-bid meeting of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur and get clarifications.

			A Bidder requiring any clarification of the Bidding Document shall contact the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur in writing or e-mail at the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur address written in the beginning of the Bidding Document. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur will respond in writing or e-mail to any request for clarification, within three days provided that such request is received no later than 7 (seven) days prior to the deadline for submission of Bids. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB Clause 4.3 [Amendment of Bidding Document] through an addendum which shall form part of the Bidding Document.
		4.2.2	At any time prior to the deadline for submission of the Bids, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur, 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

			<p>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].</p> <p>iii. Permanent Account Number (PAN) issued by the Income Tax Department and GST registration certificate.</p> <p>iv. Address of office, telephone, fax numbers, e-mail address.</p>
5.2	Language of Bid	5.2.1	<p>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.</p>
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. 1500000/- (Rs. Fifteen 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.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</p>

			to its. XLS format and no substitutes shall be accepted.
		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 Bid to commit the Bidder; iv. documentary evidence establishing the Bidder's eligibility to bid; v. documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; vi. All documents mentioned in ITB Clause 5.1.2; and vii. Others considered necessary to strengthen the Bid.
		5.3.3	<p>The Financial Bid/ Price Proposal shall contain the following: 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: 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. 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. 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	5.6.1	<p>The unit rates and the Prices shall be quoted by the</p>

	Proposal and Payments		Bidders entirely in Indian Rupees and all payments shall be made in Indian Rupees.
5.7	Taxes	5.7.1	As applicable.
5.8	Period of validity of Bid	5.8.1	The Proposals must remain valid for 120 Days after the last date of submission of Proposals. A Bid valid for a shorter period shall be rejected by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur as non-responsive. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur will make its best effort to complete evaluation and award the Contract within this period.
		5.8.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur may request Bidders to extend the period of validity of their Bids. Bidders who do not agree have the right to refuse to extend the validity of their Proposals without losing their Bid Security.
5.9	Bid Security	5.9.1	The Bidder shall furnish as part of its Bid, a Bid Security. The amount of Bid Security shall be Rs. 1500000/- (Rs. Fifteen 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 month's 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

			<p>in the following cases, namely:-</p> <ul style="list-style-type: none"> i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the selected Bidder does not execute the Contract agreement after issue of letter of acceptance of its Proposal within the specified time period; or iii. when the selected Bidder does not deposit the Performance Security; in the specified time limit after issue of the letter of acceptance of its Proposal; or iv. when the Bidder fails to commence the Services within the time limit specified; or v. If the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITB.
		5.9.8	<p>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.</p>
		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> <ul style="list-style-type: none"> i. the expiry of validity of Bid Security; ii. the agreement for procurement is signed and Performance Security is furnished in full, by the successful Bidder; iii. the cancellation of the procurement process; or iv. The withdrawal of Bid prior to the deadline for presenting Bids.
5.10	Format and Signing of Bid	5.10.1	<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 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 28.11.2018 at 3.00 PM 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,</p>

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

			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 spaces in the Bids shall be mark and signed with date by the members of the Bids opening committee.</p>
		6.4.14	<p>The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price and any conditions put by the Bidder. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.</p>
7. Evaluation and Comparison of Bids			
7.1	Confidentiality	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur on any matter related to its Technical and/ or Financial Proposal, except when invited by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur to give their presentations on Technical Bids. Any effort by Bidders to influence the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Bidder wishes to contact the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur will conduct</p>

			the evaluation solely on the basis of the submitted Technical and Financial Proposals.
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	During the evaluation of Technical or Financial Bids, the following definitions apply: <ul style="list-style-type: none"> i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
7.4	Correction of Arithmetical Errors in Financial Bids	7.4.1	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: <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

			<p>arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.</p> <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> <p>(a) if accepted, would-</p> <ol style="list-style-type: none"> i. affect in any substantial way the scope, quality, or performance of the Services; or ii. limits in any substantial way, inconsistent with the Bidding Document, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur rights or the Bidder's obligations under the proposed Contract; or <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 negotiations or clarifications	8.3.1	All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		8.3.2	Negotiations may, however, be undertaken only with the lowest Bidder, if necessary.
		8.3.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
			In case of non-satisfactory achievement of price from lowest Bidder, the Bid evaluation committee may choose to make a written (e-mail) counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.
9. Award of Rate Contract			
9.1	Award of Contract	9.1.1	After completing negotiations and clarifications and prior to the expiration of the period of validity of the Proposal, the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur shall inform the selected Bidder in writing, by registered post or email, that it's Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the Bidder given in the Proposal.

			<p>In the written intimation of acceptance of its Proposal sent to the selected Bidder, it shall also be asked to execute an agreement in the format given in the bid documents on a non judicial stamp of requisite value at his cost and deposit the bank guarantee equalant to amount of 30% against the supply of machine within 15 (Fifteen) days from the date on which the LOA or LOI is despatched to the selected Bidder.</p> <p>Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur shall promptly notify all Bidders who have submitted proposals about the acceptance of the selected offer and also place this information on the State Public Procurement Portal.</p>
		9.1.2	<p>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.</p>
		9.1.3	<p>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.</p>
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</p>

			contractual obligations of the Bidder. Same shall be refunded when NOC is obtained from competent authority.
		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> <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.</p> <p>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.</p>
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	<p>Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix A to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:</p> <p>First Appellate Authority:- Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited</p> <p>Second Appellate Authority:- The Managing Director, Rajasthan Cooperative Dairy Federation Ltd.</p>

**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 TENDERER
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

- 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

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 **E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.** in accordance with your Bid Proposals dated *[Insert Date]*. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as e-procurement portal i.e. <http://eproc.rajasthan.gov.in> We hereby declare that:

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

SIGNATURE OF THE TENDERAR
WITH OFFICE SEAL & DATE

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

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

A - Bidder's Organization

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

Phone no. _____ Mobile no. _____
Fax No. _____ Email address _____
2. Addressed to : 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.....

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

B - Bidder's Experience

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

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

FORM TECH-3
Bid Security in form of Bank Guarantee

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

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

Beneficiary:

The Managing Director
 Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,
 Jaipur-302015 Rajasthan

Date: *[insert date]*

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated *[insert date]* (hereinafter called "the Bid") for **E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union. Milk Union** 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

SIGNATURE OF THE TENDERAR
WITH OFFICE SEAL & DATE

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

Declaration by the Bidder

In relation to our Bid/Tender submitted to Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur-302015, Rajasthan for **E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.** . In response to their Bid/Tender No..... Dated we hereby declare **under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;**

1. We possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd..
2. We have fulfilled our obligation to pay such of the taxes payable to the Central Government or the State Government or any local authority, as specified in the Bidding Document;
3. We are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons;
4. We do not have, and our directors and officers not have, been convicted of any criminal offence related to our professional conduct or the making of false statements or misrepresentations as to our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. We do not have a conflict of interest as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, which materially affects fair competition;

6. We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract.

Date:

Signature of Bidder

Place:

Name :

Designation:

Address:

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

FORM TECH-5

POWER OF ATTORNEY

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 Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.** 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 रूपये 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 हूँ कि

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

**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 reputed manufacturers of aseptic filling machines for E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a variable capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.

GENERAL TERMS & CONDITIONS

1. PREFACE

- 1.0 Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur invite E-Tender competitive Bids from the bonafied manufacture or his authorized for the following in adherence to the detailed specifications stipulated in the schedule of this tender.
- 1.1 The Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur reserve the rights to accept or reject any or all the tenders in full or part thereof, which in his opinion justifies such action without further expiation to the tenderer.

2.0 TENDERING PROCEDURE

2.1 ELIGIBLE BIDDERS

- 2.2 This invitation for Bids is open to all suppliers/contractors, who are the manufacturers or authorized representatives of the manufacturers and who meet the following criteria in particular:
- 2.3 The eligible bidders may be those who have a turn over not less than RUPEES FIFTY CRORE (50.00 cr.), in each of the preceding three financial years. In case of authorized representative of the manufacturers, the turnover of its principal (manufacturer) can also be considered.
- 2.4 Firm should have supplied & commissioned Three (3) or more than Three (3) 500 ml /1000 ml convertible Aseptic Brick Packaging machine which shall pack in slim shape with a variable capacity of 3000 LPH, 3500 LPH, 4000 LPH in India on white liquid milk/cream.
- 2.5 Bidders are requested to submit all necessary documents to prove their eligibility along with their technical bid. Failure to do so may lead to rejection of their bid. The Jaipur Dairy reserves the right either to obtain any clarification /documents in the matter after opening of bids.
- 2.6 Bidders should mention it's after sales service station and spare parts store in India to provide after sales service satisfactorily. Engineers for breakdown should be available at a base location within 8 hours, if travel time from plant location. Spare store and service centre can be visited before the tender finalization.
- 2.7 Bidder should deposit earnest money deposit (EMD) of Rs. Fifteen Lacs (Rs. 15 Lac) in the form of demand draft/BC/Pay order /Bank Guarantee payable at Jaipur, drawn in favor of the **Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur** off.line before due date of submission of EMD mentioned in tender form. Earnest money in any other form shall not be acceptable. No interest shall be paid on EMD for the period during which the deposit lies with the **Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur**.
- 2.8 Full details of materials including the manufacturer's name and brand of items must be mentioned wherever applicable.

- 2.9 Time period of delivery, installation & commissioning prescribed shall be deemed to be the essence of the purchase order. Delivery period of machine would be Six months from the date of placement of purchase order. However any delay in supply of machine can be approved by MD Jaipur Dairy with an appropriate reason.
- 2.10 The Bidders shall indicate total Bid Price of the Goods and services it proposes to supply under the contract. The bid price indicated should be net inclusive of all taxes/duties/levies etc., on FOD.basis. The price quoted must be firm and free from escalation,
- 2.11 For all goods and services covered in this Bidding Documents prices shall be quoted in Indian Rupees only.
- 2.12 Bidders are required to submit separate bids online on website eproc.rajasthan.gov.in for technical and financial/commercial. The commercial bid of those bidders will be opened who will qualify the technical bid.**
- 2.13 All things remaining same, the manufacture of equipment would be given preference
- 2.14 The supplied system shall be under one year performance guarantee.

3. Supply of packaging machine

- 3.1 The machine shall be supplied, installed & commissioned as per the tendered specifications of machine mentioned at Schedule -A.
- 3.2 The order shall be governed by general terms and conditions of supply, installation & commissioning mentioned in the tender form and accepted by you.
- 3.3. The total price break up for supply, installation & commissioning discount (if any) along with buyback price of the machine is to be given separately at Annexure I (B) of financial Bid.
- 3.4 The supplied system shall be under one year performance guarantee.
- 3.5 The tenderer would provide the free of cost technical services and spares support after commissioning & successful commercial production for 1000 hrs operation of packing machine or 12 months of commissioning, whichever is earlier.
- 3.6 Any major part failure other than the supplied running spares during one year of performance guarantees period shall also be borne by supplier / tenderer, if a manufacturing defect is mutually agreed.

4. Earnest Money Deposit

- 4.1 The EMD of Rs.15 Lacks is to be deposited by tenderer off.line before the due date & time of submission of EMD mentioned in tender form. The earnest money shall be required to be paid by a crossed Demand Draft/BC/Pay Order/BG in favour of Managing Director, JZDUSS Ltd., drawn on any Scheduled or Nationalized bank in India, payable at Jaipur. The tenders accompanied by cheques instead of demand draft towards earnest money will not be considered.
- 4.2 In addition, tender processing fees of Rs. 1000/- payable by demand draft off.line in favour of Managing Director, RISL (payable at Jaipur and non- refundable) and tender fees Rs.1000/- payable by demand draft in favour of JZDUSS Ltd., Jaipur (payable at Jaipur and non-refundable) are also required to be submitted before the due date & time of submission of tender fees mentioned in tender form, failing which the tender will be summarily rejected.
- 4.3 Any tender whose tender fee, tender processing fee & EMD as stated above does not reach this office before the due date & time of submission of these fees & EMD mentioned in tender form is liable to be summarily rejected. Earnest money of unsuccessful tenderer will be returned within 30 clear days from the date of opening of the tender.

5.1 The Tenderer should state herein the complete address to which the orders, notices and further correspondence pertaining to the tenderer and agreements are to be sent. Any correspondence made by the JZDUSS Ltd., Jaipur /milk union at the address given herein shall be deemed to have been delivered to the party. Any change in the address thereafter must be notified to the Managing Director, JZDUSS Ltd; Jaipur and the concerned milk unions and a copy in confirmation of JZDUSS Ltd., Jaipur /milk union having recorded change in address be obtained in writing from JZDUSS Ltd., Jaipur /milk union. In absence of such confirmation the correspondence made on the address given herein shall be valid once the confirmation is issued by JZDUSS Ltd /milk union subsequent correspondence shall be sent to the new notified address.

Address: _____,
_____,
_____.

Phone No. _____ Fax No. _____

Email: _____ Mobile No. _____

Name of Contact Person: _____

Phone no of contact person: _____

5.2 The tenders received earlier shall be opened on scheduled date and time at the office of the Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd; Jaipur. The tenderer or their accredited agents, if they wish so will be allowed to be present at the time of opening of the tender.

5.3 Negligence on the part of the tenderer in preparing the tender confers no right to withdraw the tender after it has been opened.

5.4 The specifications, conditions, schedules drawing of the tender constitute an integral part of the tender.

5.5 All tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling, or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated will be liable to rejection.

5.6 In the case of substantial non-conformity with the specifications or if it contains any inadmissible reservations seen or otherwise, in contravention to the spirit and letter of the tender documents such tenders shall be summarily rejected.

5.7 The successful tenderer will have to execute a contract in prescribed form with Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd; Jaipur and deposit a security for the performance of the contract immediately after the acceptance of the tender is communicated by the party.

5.8 The tenderer are requested to send with their tender printed descriptive literature of the items manufactured by them or their principals.

- 5.9 Remittance charges on payment made to the firms will borne by the firm.
- 5.10 All Correspondence in this connection should be addressed to Managing Director, JZDUSS Ltd., Jaipur.
- 5.11 Direct or indirect canvassing on the part of the tenderer or their representatives shall disqualify their tenders.
- 5.12 No refund of tender fee is claimable for tenders not accepted or forms returned or tenders not submitted. The supplier will supply the tendered items within Four months period from the date of Purchase order by the Milk Unions or as settled with the tenderer or as provided in the acceptance of tender. In case supplier fails to supply and deliver the tendered item within the prescribed time as mentioned in the order, the JZDUSS Ltd., Jaipur reserves the right to effect risk purchases from other source on the supplier's risk and cost. Milk Unions/ JZDUSS Ltd., Jaipur also reserves the Absolute right as to the method adopted for affecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/security deposit lying with any Plant/Milk Union/ JZDUSS Ltd., Jaipur notwithstanding whether such amount(s) pertain to current and/or previous contract(s).

6. Security Deposit

EMD is being converted into part security deposit towards the successful completion of the tender/contract. Successful tenderer has to deposit 5% amount of the value of the purchase order towards security deposit at the time of award of purchase order in the form of Bank Draft of a Scheduled Bank/ Bank Guarantee of a Scheduled Bank- which shall be got verified from the issuing bank to the satisfaction of the Milk Union- valid for 24 months from the date of acceptance of purchase order. Milk Union is not required to enter into a separate agreement with the party. No interest will be paid by the JZDUSS Ltd., Jaipur on such security amount. In case of breach of any terms and conditions of the contract or on unsatisfactory performance of the contract the JZDUSS Ltd., Jaipur shall have an absolute right of being compensated through liquidated damages or penalties and the amount of security deposit shall also, in such an event, be liable to forfeiture in full or part for being appropriate towards aforesaid liquidated damages and the decision of MD JZDUSS Ltd., Jaipur shall be final in this regard. If the tenderer fails to deposit the security or to execute the agreement within the period specified, such a failure will be treated as a breach of the terms and conditions of the tender and shall result in the forfeiture of the Earnest Money besides any other action for the default. The expenses of completing and stamping the agreement shall be paid by the tenderer who shall furnish to the JZDUSS Ltd., Jaipur one executed stamped counter part of the agreement free of charge.

7.0 SCOPE OF SUPPLY

7.1 Supply: The supplier shall supply the material / article in accordance with specifications stipulated in the Schedule I of Tender document.

7.2 Installation, Testing & Commissioning

The tenderer shall install the equipment in accordance with the terms and conditions / specifications stipulated in schedule of tender.

7.3 The prices should be quoted on the basis of FOR site inclusive all. However Packing & forwarding charges, GST, Transportation, Insurance, Installation charges or other tax at the time of delivery, if any, may also be mentioned separately. In case this is not followed by the tenderer, the Sangh will be at liberty to reject the tender or add to the quoted value such amount as it may deem fit to cover packing, forwarding transit insurance fright etc .as the case may be for evaluation purposes. In the event of acceptance of tender F.O.R.site price payable to the supplier will be one chosen by Sangh for evaluation purposes. The tenderer are, therefore advised in their own interest to indicate F.O.R. site price in the tender form given at **Annexure-I (B)** for financial bid. The prevailing rates of sales Tax, GST, general or special duty and other such levies must also be mentioned. The price comparison of bids will be on the basis of landed prices i.e. FOR site price plus sales Tax, GST, Excise duty etc. except Octroi.

7.4 While quoting, the tenderer are requested to show the following items separately.

- 1) The cost of equipment including packing, forwarding charges up to forwarding station.
- 2) The freight by road their warehouse/works to the point of destination/site.
- 3) Charges to cover all transit risk as detailed the clause No.6 of the tender.

7.5 The prices thus quoted by firm, free all escalations and valid for a period of 120 clear days from the closing date of the tender.

8. Discount

The prices should be quoted on unit/items basis. The tenderer should also indicate discount offered, if any.

8.1 All the tenderer should quote for supply of equipment in fully fabricated and assembled condition.

9.GST

The GST, Surcharge and any other type of taxes prevailing upto date of submission of the rates must be included in the net rate. This however should be shown separately, so that in the event of any subsequent changes in these charges by the Government (State or Central), the same will be considered for increase /decrease over the net rates.

The tenderer must also indicate the details of GST Registration and the number allotted to them by Tax authorities.

10.0 The material /Equipment/Machinery offered must be securely packed at the cost of the supplier to withstand handling enroute by Road/Rail/Air. Packing should be provided with protective lining to avoid damage to the surface of the packing and the item packed inside.

11.0 Insurance

The supplier shall arrange insurance coverage, according to the dispatch instruction issued by the JZDUSS Ltd., Jaipur and the supplier should cover all dispatches. However, to avoid any complications that arise all the time of settlement of claims by the underwriters for the transit losses it is proposed that the insurance coverage shall be arranged by the supplier as under.

- a) The insurance coverage shall have to be arranged from their warehouse/works to the warehouse of the buyer (All transit risks)
- b) Suppliers are requested to take insurance with any Nationalized Insurance Company.
- c) The cover provided by the insurance shall be in such amount so as to allow complete replacement for any item lost or damage.

12.0 Guarantee

The supply of equipment as well as installation, if entrusted, shall have to be carried out by the supplier to the entire satisfaction of the buyer. The supplier shall also guarantee to repair /replace without any extra cost, the item or parts thereof, if found defective due to design, workmanship or substandard material brought to the attention within 2 calendar months from satisfactory commissioning or within 4 months from the date of receipt of material at site, whichever is earlier, if it is necessary to send the defective equipment or parts thereof for repair/replacement, the cost of loading, unloading, repacking and transportation from the site to works and back to site shall have to be borne by the supplier. The guarantee however does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment by the buyer/his authorized representative.

The contractor shall have to guarantee the complete installation for satisfactory performance for a minimum period of one year from the date of commissioning of the plant. Any defect arising out of faulty erection/installation or use of substandard material or workmanship shall; to be rectified by the contractor at his own risk and cost.

13.0 Warranty :

The equipment carries a warranty for a period of one year from the date of commissioning of the equipment for satisfactory performance or a period of 18 months from the date of receipt of equipment at site, whichever is earlier, according to the specification/designed/rated/installed capacity etc. as mentioned in the purchase order.

14.0 Terms of Payment ::

Bill shall be raised in the name of Milk Union and payment shall be released by the Milk Union as per terms and conditions.

(A). For supply of Equipment :

- (i) 30% of the ex-works order value shall be paid on acceptance of the order subject to the supplier furnishing a Bank Guarantee valid for 12 calendar months from the date of guarantee for an equivalent amount from a Scheduled or Nationalized Bank in the enclosed Performa given at Annexure-II in the tender document. The Bank Guarantee can be released by Milk Union once the advance is fully recovered / adjusted. The execution of agreement with the JZDUSS, Jaipur in the format enclosed and deposition of SD is also a precondition for clearing advance / payment of Bill.
- (ii) 60% (90% in case of the supplier/contractor who has not taken advance) on safe receipt of the equipment ordered at site but not later than 45 days from the date of receipt of the equipment at site provided the DD for 5% of the ordered value as security amount has been given for performance of the contract with the agreement. This security amount can be released by Milk Union once Milk Union is satisfied that contractual obligations have been duly honored and completed by the supplier/contractor.

- (i) The 10% of the FOR site value shall be paid within 12 calendar months from the date of commissioning or 24 months from the date of receipt of the same at site, whichever is earlier. However the balance 10% will also be released, if so desired by the supplier, provided the supplier furnishes a Bank Guarantee from a Scheduled or Nationalized Bank for the 10% value valid for a period of 12 calendar months from the date of issue of Bank Guarantee in the Performa enclosed at Annexure-VI with the tender.

(B) Installation & commissioning of the equipment:-

90% on submission of progressive bills duly certified by the authorised representatives/Site Engineer of Milk Union and balance 10% within 12 months from satisfactory commissioning of the equipment. However, the balance 10% will also be released, if so desired by the supplier, provided the supplier furnishes a Bank Guarantee from a Scheduled or Nationalised Bank for the 10% value valid for a period of 12 calendar months from the date of issue of Bank Guarantee in the Performa enclosed with the tender.

15.0 Delivery of equipment-

The supplier shall deliver the equipment as per delivery schedule mentioned in the Purchase Order. In case of installation & commissioning jobs the work is to be complete finished to the satisfaction of JZDUSS Ltd, Jaipur as per terms & conditions of purchase order.

16.0 ..Compensation for Delay :

If the supplier supplies the machine beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the Milk Unions such late receipt of goods shall be subject to late penalty at following rates :-

- a) If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will be imposed.
- b) If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
- c) If the delay is more than two weeks but less than three weeks, penalty @ 3% will be imposed.
- d) If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
- e) Compensation for delay in S/I/T/C shall be as per terms of tender subject to a maximum of 5% of the net value of each item. in case of delays beyond one month as stipulated above.
- f) However, in case of persistent delay in the supply of material by the tenderer, the rate contract may be cancelled and security forfeited by the Federation The JZDUSS Ltd., further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported to competent authority of JZDUSS ltd. Jaipur.

17.0. Settlement of Dispute :

In the event of any dispute in the interpretation of the terms of this agreement/ Purchase Order or difference of opinion between the parties on any point in the Purchase Order arising out of, or in connection with the agreement/accepted purchase order or with regard to performance of any obligations hereunder by the

either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations.

In case, no agreement is reached between the two parties in respect of or concerning any of the provisions herein contained or arising out of this supply order/ tender/ agreement as to the rights, liabilities or duties of the said parties hereunder or as to the recovery of any amount, the same shall be referred to the Sole Arbitrator Chairman Jaipur Milk Union. The arbitration shall be in accordance to the law of Arbitration & Conciliation Act, 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties.

18.0 You will provide two sets of Manual containing details of the equipment and list of spare parts to the concerned Milk Union.

19.0 You are required to submit drawings, fabrication and delivery schedule of the equipment within fifteen days from the date of placement of purchase order to the Managing Director of the Jaipur Milk Union for inspection and quality testing of the equipment not only on receipt of the equipment at site but also during the manufacturing/fabrication of the equipment.

Specifications of 500 ml/1000 ml convertible Aseptic Brick Packaging machine which shall pack white milk and cream in Slim shape with a variable capacity of 3000 lph, 3500 lph,4000 lph.

20.0 Functional Requirement

20.1 The machine having **variable capacity of 3000 lph, 3500 lph,4000 lph in 500 ml SLIM shape** capable of packing Aseptic white milk/Cream in brick Slim packing. This machine will be used for packaging white liquid milk & Cream should have shelf life of 180 days in multi layer packaging paper.

20.2 The capacity of the machine should not be less than 3000 LPH with pack size of 500 ml/1000 ml convertible in brick Slim shape. The dimensions of brick pack 500 ml must be as follows:-

Height: - 149.2 ± 2 mm

Depth: - 64 ± 2 mm

Width: - 79.5 ± 2 mm

20.3 500 ml/1000 ml multilayer Aseptic brick pack shall be suitable further for packing in 12 card board tray.

20.4 The technology on which the machine is based should be proven in the field of Aseptic packaging.

21.0 Technical Data

Machine

Machine Speed (Variable)	3000 lph,3500 lph,4000 lph
Package Volume	500 ml/1000 ml convertible
Voltage	400/230 V AC
Frequency	50/60 Hz
Model	Latest model
Package type	Brick Aseptic Slim Shape

22.0 Scope of Supply

The Aseptic Packaging Brick 500 m/1000 ml convertible machine is to be purchase by JZDUSS Ltd., Jaipur under Buyback proposal of unused Aseptic Packaging 500 ml TFA machine (make M/s Tetra Pak Pvt. India Ltd.).The Buyback price is to be mentioned in Performa of price break up structure in financial Bid, Annexure 1 (B) of tender form.

22.1 The scope of supply includes the equipments, accessories & service equipments for the smooth operation of the machine

22.2 Basic Packaging Machine complete in all respect of capacity 3000 lph,3500 lph,4000 lph of 500 ml.

22.3 Package Conveyor System to carry filled packs to finished goods store section as per the suitable layout of the plant.

22.4 All the recommended tools, spares for 1000 Hrs operation and templates for the packing machine will also be included in Scope of Supply.

22.5 All the materials required for installation & commissioning of the machine.

22.6 Packaging material and consumables required for conduction the sterility trials as per standard norms.

22.7 The supplier must have their own multilayer laminated plant unit in India for supplying Aseptic packaging material for this machine

22.8 Firm should have supplied & commissioned Three (3) or more than Three (3) 500 ml Aseptic Brick Packaging machines of capacity 3000 lph,3500 lph,4000 lph in India on white liquid milk and cream.

22.9 All necessary allied equipments viz. Conveyor lubrication system, Jumbo reel truck, Paper trolley, H2O2 station container H2O2 and other equipments shall also be provided.

23.0 Inspection of machine

The supplier will make arrangement for technical persons of Jaipur Milk Union to visit plant where tendered 500 ml Aseptic Brick Packing machine is in operation to view the performance of machine.

24.0 Exim Policy Requirements

. In any case the supplier will indemnity that minimum life span of the machine to be supplied should be minimum 12 years and will pledge to support this machine for spares, packaging material ,services for a period of minimum 12 years .

25.0 Installation & Commissioning

The supply also includes job of installation and commissioning of the machine by the trained engineers of the supplier at Jaipur Dairy, Jaipur. All the necessary product & CIP piping for connecting the machine with existing Sterilizer (s) and CIP system will be part of the project. However, utilities such as electric power, air, steam, Soft water will be provided by Jaipur Dairy, Jaipur up to machine. In case of cream, necessary engineering with existing sterilizer is to be done by supplier. In case any additional parts are required to pack cream may be included in the cost.

26.0 Training & Production Support

The supplier will also provide post installation training to operators, technical staff at Jaipur Dairy, Jaipur for smooth operation of the machine for the period of minimum 10 days. Apart from this, commercial production support after sterility trial of the machine will be provided for the period of minimum 15 days.

27.0 After sale Service & Spare Support/Warrantee/Guarantee

The supplier will provide free of cost after sale service & spare support after commissioning & successful commercial production for 1000 running hours During Guarantee/Warranty period of one year if any major spares having manufacturing defect will be replaced free of cost by the supplier and Service Charges on account of providing Engineers will also be in the account of Supplier. The supplier will provide service schedule for different running Hrs of machine.

**TECHNICAL DATA BIDDERS NEED TO FURNISH/FILL FOR A 500 ML/1000 ml convertible ASEPTIC BRICK SLIM SHAPE PACKING MACHINE
SCHEDULE A**

S.No.	Parameters	Technical requirement as per NIT	Remarks (Yes /No)
1	Functional Requirements	1. Filling machine: Should fill Aseptic milk & Cream (25% TS) in 500 ml/1000 ml convertible carton brick SLIM packing to have min 180 days life of the products filled.	
2	Speed of machine	6000,7000 & 8000 packs per hour (Min.)	
3	Volume	500 ml/1000 ml convertible Brick Aseptic Slim Shape pack	
4	Power Supply	400/230 V AC + 10%	
5	Model	Latest	
6	Control Panel, in feed conveyer/out feed conveyer and other accessories required.	Suitable ,To be Specified	
7	Scope of Supply	a) Standard set of spares along with 1000 hrs maintenance spares. b) All recommended tools & templates for filling machine. c) White Laminate & consumables required for conducting sterility trial d) Plant training for 10 days & production support for 15 days.	
8	Technical services & spares support	a) Free of cost technical services & Spare support for 1000 running hours of machine. b)During Guarantee/Warranty period of one year if any major spares having manufacturing defects will be replaced free of cost by the supplier along with its Service Charges on A/c of providing Engineers c) Supplier should have their own set up in India for services and spares supply. Same shall be visited by our team for assessment of facility.	
9	Validity of offer	120 days after opening of bids	
10	Eligibility criteria	A) Turn over: Not less than Rs. 50.00 Crore in each of the preceding three financial years. b) Firm should have supplied & commissioned at least Three(3) 500 ml Aseptic Brick machine SLIM in India on liquid milk & Cream (Annexure III)	
11	Dimensions of Brick pack (L*W*H) MM	(149.2*48*79.5mm ±2 MM)	
12	Aseptic Packaging material (multilayer laminated paper)	Supplier of machine should have their own multilayer laminated paper unit in India	

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

To,
Managing Director,
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd,
Near Gandhi Nagar Railway Station,
Jaipur - 302015

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Tender ID No. _____

Name of Tender / Work / Item _____

Dear Sir,

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

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

Yours Faithfully,

ANNEXURE-1(A)

PERFORMA TO BE SUBMITTED ON THE FIRM'S LETTER HEAD

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

	Name of Contact Person with designation & mobile numbers			
	Complete correspondence address of Firm			
	Telephone No.			
	Fax No.			
	E-mail address			
	Capacity in which tender has been submitted			
	Details of RTGS:			
	Bank Name			
	Branch Name			
	RTGS/NEFT.IFSC Code			
	IFSC Code			
	Account number			
	Information regarding current litigation/past debarment/black listing, if any.			
	Details of Demand Draft's (CTS)			
	Particulars	Name of Bank & Branch	DD No. & Date	Amount.
	Processing Fee			
	Tender Fee			
	EMD			

Annexure - II

SECTION-I
MANUFACTURERS' AUTHORISATION FORM

No. _____ Dated _____

To,
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd,
Near Gandhi Nagar Railway Station,
Jaipur - 302015

Sub : - Tender reference No. _____.

Dear Sir,

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

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

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

Yours faithfully,

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

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

SCHEDULE-I SECTION-II

Details of Three Installation of Aseptic Packaging machine 500 ml/1000 ml convertible SLIM on white milk & cream.

S.No	Name of machine with capacity	Name of Party	Date of commissioning

Note- Copies of commissioning certificate are to be enclosed.

**JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LIMITED,
JAIPUR 302015**

ANNEXURE-IV

(Form of Bank Guarantee against 30% advance for supply and erection contract)

1. In consideration of the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur (hereinafter called "JZDUSS Ltd.") having agreed to grant an advance of Rs..... (Rupees..... only) to M/S..... (hereinafter called the supplier(s) under the terms and conditions of an agreement/Purchase Order No.....dated..... made between the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur and M/S..... for supply and erection and commissioning(hereinafter called the said agreement/purchase order) on production of a Bank Guarantee for Rs..... (Rs.....only). We..... (hereinafter called "The Bank") do hereby undertake to pay the Sangh an amount not exceeding Rs.....)Rs.....only) against any loss/damage caused to or suffered or would be caused to or suffered by the Sangh by reasons of any breach by the said supplier(s) or any of the terms & conditions mentioned in the said agreement/Purchase Order.

2. We.....(Name of bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from 'The Sangh' stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by The Sangh by reasons of any breach by the said supplier(s) or any of the terms & conditions mentioned in the said agreement/Purchase Order, or by reasons of the supplier(s), failure to perform the said agreement/purchase order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rs.....only).

3. We.....(Name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement/purchase order and that it shall continue to be enforceable till all the dues of the Sangh, under or by virtue of the said agreement/purchase order have been fully paid and its claims satisfied or discharged or till the Sangh certifies that the terms and conditions of the said agreement/purchase order have been fully and properly carried out by the said supplier(s) and accordingly discharge the guarantee unless a demand of claim under this guarantee made on us in writing on or before.....

We shall be discharged from all liabilities under this guarantee thereafter.

Signature of tenderer with official seal

4. We.....(Name of Bank) further agree with the Sangh that the Sangh shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement/purchase order to extended the time of performance by the said supplier(s) from time to time or to postpone for any time or from the time to time any of the power exercisable by The Sangh against the said supplier(s) and to forbear or endorse any of the terms and conditions relating to the said agreement/purchase order and we shall not be relieved from our liability by reason of any such variation of extension or for any forbearance, act or omission on the part of the Sangh or any indulgence by the Sangh to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We..... (Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Sangh in writing.

6. Notwithstanding anything stated above our liabilities under this guarantee is restricted to Rs.....(Rupees.....only). Our guarantee shall remain in force until unless a suit or an action to enforce a claim under this guarantee is filed against us before that date, i.e. on or before..... all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities hereunder.

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

NOTWITHSTANDING - anything contained herein:

i) Our liability under this Bank guarantee shall not exceed Rs..... (Rs.....only).

ii) This Bank Guarantee shall be valid upto.....and

iii) We are liable to pay the guaranteed amount under this bank guarantee only and only if you serve upon us a written claim or demand in the manner specified above on or before.....

Place :

Date :

Signature & Seal

**JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LIMITED,
JAIPUR 302015**

ANNEXURE-V

AGREEMENT

(On non-judicial stamped paper of value Rs. 1000/- duly notarized)

1. An agreement made this _____ day of _____ between M/S _____ (hereinafter called "approved supplier") which expression shall where the context so admit, be deemed to include his heirs, successors, executors and administrators of the one part and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Jaipur. (Hereinafter called "the Sangh") which expression shall where the context so admit, be deemed to include his heirs, successors in office and assigns) of the other part.
2. Whereas the approved supplier has agreed with the Sangh for supply, installation, testing and commissioning of & all those articles set forth in the supply order/work order issued vide No.....and in the manner set forth in the aforesaid order.
- 3(a) And whereas the approved supplier has deposited a sum of Rs. _____ in form of Demand Draft/Bank guarantee as security for the due performance of the agreement.
- 3(b) And whereas the approved tenderer/supplier has agreed:
 - i) to keep the security deposit with the Sangh in form of Demand Draft/Bank Guarantee for an initial period of 24 months or such extended period so as to cover the period of performance of contract i.e. supply/erection/commissioning as per purchase order. In case the supplier completes its contractual obligations before 24 months the deposit can be refunded before 24 months at the sole discretion of the Sangh before aforesaid period of 24 months.
 - ii) that no interest shall be paid by the Sangh on the security deposit.
 - iii) that in case of breach of any terms & conditions of the aforesaid supply order of this agreement by the contractor/supplier the amount of security deposit shall be liable to forfeited in full or part by the Sangh.

NOW THIS PRESENT WITNESS

1. In consideration of the payment to be made by the Sangh at the rates set forth in the aforesaid supply order/work order, the approved supplier will duly supply the articles set forth/execute the work in the aforesaid supply order/work order and in the manner set forth and within the period stipulated in the condition of the tender and order.
2. The conditions of the tender as given in the tender document for the work conditions of the supply order/work order and also any subsequent amendment as may be issued by the Sangh will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3(a) The Sangh do hereby agree that if the approved supplier shall duly supply the said articles/executed the work in the time and manner aforesaid, observe and keep the said terms & conditions, the Sangh shall pay or caused to be paid to the approved Jaipur Zila Dugdh Utpadak Sahakari Sangh limited, Jaipur

Signature of tenderer with official seal

Supplier, at the time and in manner set forth in the said conditions, the amount payable for each and every consignment/work executed on supplier's raising bills.

3(b) The mode of payment will be as specified in the supply order/work order.

4. Delivery shall be effected and completed in the manner and time specified in the supply order.

5. In case the approved supplier fails to deliver the goods/execute the work within the time specified in the aforesaid supply order/work order, the, the conditions of liquidated damage cause and penalty those for late deliveries as stipulated in the aforesaid tender/supply order/contract shall be enforced.

6. In case of any doubt or question arising in the interpretation pertaining to the supply order/tender the terms of the contract shall be binding override and final over the supply order/tender.

7. If any dispute or difference shall at any time arise between the two parties in respect of or concerning any of this herein contained or arising out if this supply order/tender/agreement as to the rights, liabilities or duties of the said parties hereinafter or as to the recovery of any amount, the same shall be referred to the sole arbitrator Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Jaipur, who in turn may refer the dispute to any officer of the Sangh for adjudication. The arbitration shall be in accordance to the law of Arbitration and Conciliation Act, 1996. The decision of the Sole Arbitrator shall be final and binding on both the parties.

8. All the disputed pertaining to the said contract shall west to the jurisdiction of Courts at Jaipur.

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

Signature of the approved supplier Signature for and on behalf of the Sangh.

Witness No. 1 Witness No. 1

Signature: _____ Signature: _____

Name : _____ Name : _____

Address : _____ Address : _____

Witness No. 2 Witness No. 2

Signature: _____ Signature: _____

Name : _____ Name : _____

Address : _____ Address : _____

Signature of tenderer with official seal

**JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LIMITED,
Jaipur -302015**

ANNEXURE-VI

(Performance Bank Guarantee against 10% balance)

This deed of guarantee made this _____ day of _____ 2015.
by _____ (Name & address of the Bank) hereinafter referred to as "The Bank, which expression shall be here the context or meaning so requires, includes its legal representative, successors and assignees of the Bank and the JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD. JAIPUR (hereinafter referred to as the 'JZDUSS Ltd.') which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assignees.

WHERE AS the JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., Jaipur has placed its purchase order bearing No. _____ dated _____ to _____ (Name & address of the supplier party) (hereinafter called "Supplier") for supply of _____ and WHEREAS The Sangh has agreed to pay to the supplier final 10% of the value of the equipment on submission of a Bank Guarantee of equal amount, which will be kept valid upto _____ from the date of dispatch/receipt of material at site.

In consideration of the Sangh having agrees to pay to the supplier Rs. _____ (Rupees _____ only) being the last 10% of the value of the equipment, we _____ (Name of the bank) hereby undertake and guarantee, to make repayment to the Sangh of the said 10% amount or any part thereof which does not become payable to the supplier by the Sangh in accordance with the terms and conditions of the said purchase order within _____ days from the date of despatch/receipt of material at site. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Sangh in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. _____ (Rupees _____ only). The Bank shall not be discharged or without from this guarantee by any arrangement between the supplier and the Sangh with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the Sangh to the supplier and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defense by the Bank against the Sangh. We _____ (Name of Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the Sangh stating that the amount claimed is due to the Sangh. In case the Sangh puts against this guarantee, the Bank shall consider that such demand by itself is a conclusive evidence and proof that the supplier has failed in complying with the terms and conditions stipulated by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Jaipur without raising any dispute regarding the reasons for any such lapse/failure on the part or the supplier.

Signature of tenderer with official seal

RATE STATEMENT

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

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

Aseptic Brick Slim Shape 500 ml/1000 ml convertible packaging machine with variable speed.

Sample BoQ(This is a sample BoQ not for filling)

Sr. No.	Description	Particulars	Amount in Rs. for S/I/T/C of 500 ml/1000 ml convertible packaging machine with variable capacity of 3000.3500,4000 LPH. 1 set for Jaipur Milk Union
1.	Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ML/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.	Price (Ex-factory) for 500 ml machine	
		Price (Ex-factory) for 1000 ml conversion kit	
		Packing forwarding	
		GST as applicable	
		Transportation including Insurance	
		Any other charges	
		(-)Discount if any	
		Total FOR Price (Rs.)	
		Installation & Commissioning Charges	
		Total FOR Price	
		Total FOR Unit Price for Supply, Installation, Engineering with Existing sterilizer & Commissioning	
2	Buyback of old unused TFA-3 machine.	(-) Price of Buyback machines refer clause no. 21.1	
3		Total FOR Unit Price for Supply, Installation, Engineering with Existing sterilizer & Commissioning	
Net Unit Price in words -			

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT:

1.0 JOB REQUIREMENT

The rates vide this tender are being invited for the following job:
for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ml/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union.

2.0 SUBMISSION OF TENDER:

Tender must be uploaded for E-Tender for Supply, Installation, Commissioning, (Engineering with existing sterilizer) of 500 ML/1000 ml convertible Aseptic Brick SLIM SHAPE (Multilayer Aseptic Pack) packaging machine with a capacity of 3000 lph, 3500 lph, 4000 lph to pack white milk and cream for APS Plant Jaipur Milk Union according to the directions given in the tender notice / tender document.

- 2.1 The rate unit must not, under any circumstances, be altered and the rate must be entered in figures only.
- 2.2 The JZDUSSL reserves the right to terminate the agreement by giving 30 days notice without assigning any reasons thereof.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 The JZDUSSL 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 JZDUSSL.
- 2.7 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. 15, 00,000/= (Rs. Fifteen 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 Tenderer will be adjusted in the security deposit.
- 3.4 Request for adjustment of any other amount lying with JZDUSSL 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. 15 Lakhs deposited by successful tenderer shall not attract any interest on it.
- 4.2 In case successful tenderer fails to execute the agreement in given time in work order, the EMD/Security money will be forfeited.
- 4.3 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 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 ARBITRATION

- 7.0 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.
- 8.0 All disputes arise, if any, are subject to Jaipur Jurisdiction only.
- 9.0 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.
- 10.0 Successful Tenderer will have to become “Nominal Member” of Sangh by depositing required fee which is at present. Rs 110/
- 11.0 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.
- 12.0 Tenderer has no any right for adding or deleting any condition.

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