

**JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD.  
NEAR GANDHI NAGAR RAILWAY STATION, JAIPUR-15**

**E-TENDER FORM FOR DISTRIBUTION OF MILK & MILK PRODUCTS (MILK, CHHACH, LASSI, SHRIKHAND, FLV.MILK, PANEER , DAHI ETC.) TO VARIOUS STORES/MALLS/ INSTITUTES ETC.) ON JAIPUR CITY THROUGH TATA 407 OR SIMILAR VEHICLE.**

**Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.  
Near Gandhi Nagar Railway Station, Jaipur-302015  
PABX No.: 91-0141-2713666-69 (4 Lines), Sales: 91-0141-2713670  
Fax No. : 0141-2711075, E-Mail: jaipurdairy@jaipurdairy.com  
Website: [www.jaipurdairy.com](http://www.jaipurdairy.com)**

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**PART –I PRE-QUALIFICATION BID (TECHNICAL BID)**

P H O T O

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

1. Name & Address of Bidder-----
2. E-mail ID:- ----- Mobile No.-----
3. (A)- Tender Form Fee      Rs.-----D.D.No.-----Date-----  
(B)- Tender Processing Fee Rs. -----D.D.No. -----Date-----  
(C)- EMD                              Rs. -----D.D.No. -----Date-----

### **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.

**JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD.  
NEAR GANDHI NAGAR RAILWAY STATION, JAIPUR-17**

E-TENDER FORM FOR DISTRIBUTION OF MILK & MILK PRODUCTS (MILK, CHHACH, LASSI, SHRIKHAND, FLV.MILK, PANEER , DAHI ETC.) TO VARIOUS STORES/MALLS/INSTITUTES ETC.) ON JAIPUR CITY THROUGH TATA 407 OR SIMILAR VEHICLE.

1	Date of uploading Tender Form by Jaipur Milk Union.	10/04/2019 up to 03:00 PM
2	Date and time of Start of uploading of the Tender Form by Tender	10/04/2019 From 4:00 PM
3	Pre-bid meeting at office of Manager (Mktg.)	20/04/2019 at 3.00 PM
4	Last Date & Time of uploading of the Tender Form by the Tenderer.	29/04/2019 up to 3:00 PM
5	Submission of EMD/Fees In Jaipur Dairy	
(i)	EMD (as applicable)	29/04/2019 up to 4.00 PM
(ii)	Tender Document Fee Rs. 1000/-	29/04/2019 up to 4.00 PM
(iii)	e-Tender processing fee Rs. 1000/-	29/04/2019 up to 4.00 PM
6	Date & Time of Opening of Technical/Prequalification Bid	30/04/2019 at 12.00 PM
7	Earnest Money to be submitted	<b>EMD Rs. 30000/-</b>
8	Period for which rates are invited	<b>Two Year</b>

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No. JZDUSS / Sale / F 9( ) /2018-19/ 79

Date: 08/04/2019

## **निविदा / ई-निविदा / पंजीकरण-सूचना**

जयपुर जि.दु.उ.स.सं., लि., जयपुर द्वारा जयपुर शहर में विभिन्न मार्गों पर फ्रेश उत्पाद छाछ, लस्सी, दही, श्रीखण्ड, पनीर, एवं लॉग लाईफ उत्पाद घी, बटर, चीज, एसएमपी, फ्लेवर्ड मिल्क, टेट्रापैक, रसगुल्ला, गुलाब जामुन इत्यादि की आपूर्ति कार्य इन्सुलेटेड/रेफ्रीजरेटेड वाहन द्वारा परिवहन/वितरण करने का कार्य, पार्लर्स सप्लाय मार्ग-बी पर दूध/दूध उत्पाद परिवहन/वितरण का कार्य, मोबाईल वाहन अनुबन्ध पर उपलब्ध कराने का कार्य एवं माल्स स्टोर्स पर सरस दूध एवं दूध उत्पाद परिवहन वितरण करने का कार्य की ई-निविदाएँ <http://eproc.rajasthan.gov.in> पर आमंत्रित की जाती हैं। ई-निविदा एवं समस्त शर्तें डाउनलोड करने एवं अपलोड करने की अन्तिम तिथियां एवं ईएमडी/फीस इत्यादि का पूर्ण विवरण <http://eproc.rajasthan.gov.in> एवं [www.jaipurdairy.com](http://www.jaipurdairy.com) एवं [Sppp.rajasthan.gov.in](http://Sppp.rajasthan.gov.in) पर भी देखा जा सकता है।

प्रबन्ध संचालक

**Section-I**  
**Instruction to Bidders and Bid Data Sheet**  
**(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 provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

**Note: This tender is being invited for the procurement of services of contractor for supply of technical manpower, no concession or exemption in the EMD/Bid security, Tender Form Fee, Tender processing Fee will be allowed to any bidder even though they are registered with NSIC, MSME, SSI of Rajasthan etc..**

**Hence all the bidders must deposit these fees as mentioned in the bid document, failing which the tender will be rejected.**

## INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

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

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

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

## **Grievance Handling Procedure during Procurement Process (Appeals)**

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal in accordance with the provisions of Chapter III of the Act and Chapter VII of the Rules and as given in Appendix A to these ITC to the First or Second Appellate Authority, as the case may be, as specified below:

**First Appellate Authority:- Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited.**

**Second Appellate Authority:- The Managing Director, Rajasthan Co-operative Dairy Federation Limited.**

### **(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.



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

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

Appeal No .....of .....

Before the ..... (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

- 1.
- 2.
- 3.

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

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

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

6. Grounds of appeal:

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

7. Prayer:

.....  
.....

Place .....

Date .....

Appellant's Signature

## Section II:

### Evaluation and Qualification Criteria

- I. Submit acceptance of tender document and specifications in the enclosed format.( **Form Tech-1**)
- II. Submit details of Organization Profile and current works in hand Value and other commitments, **if any**, (Attach copies of Work Orders) .( **Form Tech-2**)
- III. Bank Guarantee Form for Registration /Bid Security, **if applicable** ( **Form Tech-3**)
- IV. Declaration by the Applicant in compliance of the Section 7 & 11 of the RTTP Act. .( **Form Tech-4**)
- V. Power of Attorney .( **Form Tech-5**)
- VI. Affidavit. ( **Form Tech-6**)
- VII. The Applicant must have PAN number and GST number.
- VIII. The successful Applicant will be one who fully agrees to comply with all the terms and conditions of this Bid documents without any omission, deviation and reservation and possesses the required qualifications and experience and whose financial bid is evaluated as the lowest by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.
- IX. Upload Food license, issued by FSSAI (Food Safety and standard Authority of India).
- X. Upload details of self –owned /proposed vehicles to be used by applicant for distribution along with photocopy of Registration certificates (IF AVAILABLE) or Undertaking of New Vehicle/Vehicle To Provided as and when required.
- XI. ITR of last 2 years are to be uploaded.
- XII. Experience of at least 2 years in similar Business.
- XIII. Upload scanned & signed copy of all pages/documents of tender form.

**Note:** - Bidder must submit all required document and fill the required information in the tender document before uploading. In case any information is left blank then its document (copy) will not be taken afterwards and tender will be rejected only in case of “incomplete” information the copy of that document will be taken afterwards to verify the same.

## **GENERAL TERMS AND CONDITIONS OF DISTRIBUTION OF MILK & MILK PRODUCTS TO VARIOUS STORES/ Malls /INSTITUTES ETC.**

1. Tender application MUST be submitted properly and sealed in two envelopes, one for Pre-Qualification Bid & other for Price Bid, duly written the name of applicant, type of Bid and Tender for “MILK & MILK PRODUCTS STORE/MALLS /INSTITUTE DISTRIBUTOR” on outside according to the directions given in these terms & conditions attached with application. Every Applicant shall read carefully the terms and conditions before submitting the application.. Only one representative or an applicant would be allowed to participate at the time of opening the tender.
2. For the distribution of Milk & Dairy Products to store/malls/Institute (IN MORNING), For the distribution of **Milk & DAIRY PRODUCTS TO VARIOUS store/malls/Institute VARIOUS PARTS OF JAIPUR CITY & NEARBY. Successful applicant will have to provide insulated TATA 407 OR ANY VEHICLE HAVING SAME LOADING CAPACITY for the distribution work. City supply milk distributors are not allowed to participate in this tender.**
3. Applicant who have TIN & CST. No. Can apply. Person, who does not have Tin& CST No. can also apply. They will have to obtain the same with in 15 days of work order allotment.
4. **The distributor will be required to give the 15 Day credit to store /Malls /Institutes. But he has to give the cheque to Jaipur zila dugdh utpadak sahakari sangh ltd. on daily basis. For any reason supply to any of the stores can not be stopped with out seeking prior permission from Jaipur Dairy. Distributor will be get Rs. 0.40 Per Litre Commission on milk & Fresh product at Distributor rate. Distributor has to provide at retailer rate to Malls/ Institutes etc.**
5. The Applicant shall invariably furnish **complete address of the premises & telephone No. of his office**, together with full name and address of the person who are responsible for day to day work with the UNION. All action of such person shall be binding on the applicant. All correspondence shall be made on the given address. In case of change of address during the period of contract, the tenderer shall have to intimate the new address to the union immediately.
6. The Distributor shall not assign or sublet the distributorship/agreement or the part thereof to any other agency/person/firm/establishment. In case he does so his distributorship shall be terminated without any prior notice.
7. No change in the constitution of the firm etc. shall be accepted without the prior approval of Sangh.
8. **The expected per day rate for (130 KM) VAN is to be quoted by the applicant and must be entered in figures only.** In case of discrepancy, the rates written in words will be taken as final and true rates.

9. **Pre-Qualification Bid must be accompanied with an E.M. deposit. The tender documents without which the Price Bid will not be considered.** Only those who qualify in Pre Qualification bid will be considered for Price bid opening. Non-qualified bidder's sealed price bid will not be opened. The amount should be deposited **through D.D. in favour of the Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur.** In case of **rejection** of Bids at any level of allotment process for distributorship the E M. D. will be refunded to the applicants within two months of final acceptance of the Applications. Request for adjustments of any other amount lying with J.Z.D.U.S.S. Ltd., Jaipur against EMD will not be considered.
10. The successful applicant / bidder will have to execute an agreement in the prescribed form and agreement stamp duty Rs. 500/1000/5000/- as per government norms will be applicable. **Deposit cash security of Rs. 1,00,000/- along with an irrevocable Bank Guarantee of Rs 2,00,000/-in the prescribed format.** The expenses of completing and stamping the agreement shall be borne by the Distributor.
11. Details of experience if any in such/similar business and have established paraphernalia required for the business. The distributor will submit the details and proof of such establishment if any.
12. **Distributor will be solely responsible for all obligations regarding fulfilment of the provisions of concerning acts (i.e. Transport Act, ESI/PF and other Acts)** and rules made there under in respect of paraphernalia and infrastructure with him and he shall have to submit documentary proof of the same. In no case JZDUSS Ltd. will be responsible for non-compliance of statutory laws by a distributor in this regard and in case liability is fastened on the JZDUSS , it will be recovered from the distributors pending bills / S.D./ Bank guarantee. The brief guidelines in respect of P.F. / E.S.I. are as under-
- (i) The applicants shall have the registration no. (Code No.), allotted by the P.F. / E.S.I. department otherwise work order would not be issued to the successful applicant until & unless all the formalities of E.S.I. / P.F. as well as list of all the employees, amount of payment of their monthly wages etc., completed by the applicant.
- (ii) The labour of the transporter would be assumed / fix as
- |                         |   |
|-------------------------|---|
| (a) On Autorickshaw     | - Two person ( With weekly off )  |
| (b) On TATA 407 /Van    | - Three person (With weekly off )   |
| (c) On TATA 709         | - Four person (With weekly off )  |
| (d) On Refrigerator Van | - No. of person doing loading / unloading work would be determined after physical verification. |
- Transporter has to prepare Identity card of his labour on his own cost. The verified daily attendance would be handed over to the controlling officer in two sets.
- (iii) Without P.F. / E.S.I. card, labour of successful bidder would not be allowed on

- workplace.
- (iv) Payment of wages to labour, verified by controlling officer, have to be submitted along with monthly bill payment to the account section. At least 80 % of the total bill amount would be considered as wage payments to the labour, on which P.F./ E.S.I. contribution would be payable.
  - (v) Transporter, who has Code no. of P.F. / E.S.I., has to submit the verified copy of challan of P.F. / E.S.I. contribution on specified date, with undertaking. Attendance record on daily basis, payment of wages record on monthly basis, return of E.S.I. record on half-yearly basis and return of P.F. record on yearly basis, and after the completion of financial year, N.O.C. of the P.F. / E.S.I. department has to be deposited in the union office latest by end of May after the above records duly inspected by P.F. / E.S.I. department.
13. JZDUSS Ltd. reserves the right to accept any application / bid or reject any one in whole or part without assigning any reason thereof.
  14. Even after execution of agreement JZDUSS Ltd. may at any time terminate the agreement/Distributorship if the Distributor is adjudicated insolvent or enter into any agreement with the creditors or being a company, is wound-up voluntarily.
  15. All disputes and difference arising between the parties out of the agreement or incidental there to shall be decided by arbitration under the provisions of the Arbitration and conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties.
  16. All legal proceedings to be instituted by any of the parties (JZDUSS or Distributor) shall have to be lodged in courts situated at Jaipur and NOT elsewhere.
  17. The decision of the Managing Director, JZDUSS will be FINAL in the interpretation of the meaning of the terms and conditions of the agreement.
  18. No other conditions except mentioned here in would be entertained in the agreement.
  19. The agreement can also be terminated without notice, if the system of distribution is changed at any time during the operation of the agreement and no compensation shall be payable on account of such termination.
  20. In the interest of consumer if any modification is required in the terms and conditions of distribution, same can be done by JZDUSS with prior notice of 7 days to distributor and that condition shall be made effective after expiry of above stipulated period and will have a binding effect on distributor.
  21. The Distributor shall be liable to reimburse any expenses or losses to JZDUSS caused due to acts of Distributor or his staff.

22. JZDUSS reserves the right to forfeit the security/ E. M. deposits of the distributor if after submitting the application or after the issuing work order one fails to execute the agreement and / or fails to start the work within the stipulated period as per terms and conditions of distributorship.
23. Applicants should have proper office, telephone, mobile and refrigeration storage facilities and will have to provide vehicles of latest model but not older than **year 2014**. Distributor will have to provide a mobile phone to the distribution vehicle. Proposed Vehicle to be deployed for distribution should own by the Applicant. In case applicant gives an undertaking to procure new vehicle within a maximum period of 15 days, the same may be considered. In case the applicant fails to purchase and deploy the vehicle of the specified model (**Year 2014**) within the stipulated period after issuance of work order, Union reserves the right to cancel the work order and forfeit the security / EMD. Relevant documents in this respect should be submitted as required.
24. The distributorship is for the distribution of **MILK & DAIRY PRODUCTS** and any other product manufactured and marketed by Jaipur Dairy.
25. The distributor **will obtain supply of Milk & products from the designated place as specified by the union from time to time, strictly on payment through Account Payee Cheque** and supply it to various retail points as scheduled.
26. **Jaipur Dairy shall fix the selling price of the milk & Milk Products from time to time and in no case shall the distributor sell products to the retailer at a price higher than those fixed by the JZDUSS.**
27. The distributor shall supply products only on Store /Malls/ assigned to him and shall endeavour to cover 100% of the authorised / approved outlets.
28. **The Agreement would be for a period of Two Years, which** can further be extended in full or part subject to satisfactory performance **three months** on the same terms and conditions with the mutual consent of both the parties.
29. Any of the officers authorised by the Managing Director, JZDUSS will have the power to inspect vehicles at any time on the supply route. The staff of the Distributor will unload and reload the stock at the time of surprise inspection and no charges for this work will be paid to distributor.
30. Once the distributor takes delivery of Milk & Milk Products the responsibility of the Union shall cease. **It is therefore up to distributor to ensure proper sorting of leakage / defective Packing before taking delivery.**
31. The Distributor shall be responsible for the timely Distribution of total quantity of the Products at each outlet or the specified place of JZDUSS. **If the Distributor fails to deliver full quantity of Products despatched from the Dairy in time on all or any of the**

**outlets or supplies is not made in requisite quantity, JZDUSS shall have the right to impose penalty.** Similarly if this delay deteriorates Products and distributor sells these bad products to Store /malls operators then the cost of the same will be recovered from the Distributor and shall be passed on to retailers with or without a penalty on distributor.

32. The Distributor will be required to deposit the amount daily as per guidelines issued by JZDUSS time to time. Brief guidelines in this respect are as under: -

- (i) In the event of failure on the part of Distributor to pay for the consignment of products as per agreement or in case the cheque on presentation to the Bank is Bounced / Dishonoured or stopped payment by the Distributor, the JZDUSS shall have the **absolute right and discretion to stop further supplies and / or terminate the agreement / distributorship and / or charge penalty of Rs 1000/ for cheque bellow Rs. 50,000/- & penalty Rs. 5,000/- for cheque amount above Rs. 50,000/- each such incident and / or to recover such amount lying with JZDUSS** besides taking recourse to other remedies and proceedings available to JZDUSS in law.
- (ii) It would be the responsibility of the Distributor to deliver the product & collect payment and crates from Store/Malls operators from the site of the outlets . The distributor would also be required to issue his printed Bills in duplicate to Stores/Malls/institutes operators etc. for qty. of products delivered.
- (iii) **In the event of any Store/Malls/institute operator failing to deposit the amount with in 15 day , distributor only with seeking prior permission of JZDUSS may stop supply of Store/Malls/institute.**
- (iv) The distributor would also be required to take order from Store/Malls/institute operators daily as per procedure of JZDUSS and to submit it to the concerning Department.
- (v) Amount of Bank Guarantee can be increased in the event of revision of prices or increase in sales.
- (vi) If the Distributor is a regular defaulter in depositing the amount in accordance with terms and conditions of agreement or at any time the outstanding against Distributor increases more than Rs. 20,000/- the JZDUSS shall have the rights to terminate the agreement without giving any notice / compensation and the security deposit will be forfeited or the outstanding amount will be adjusted from his security and Bank Guarantee.

33. The Distributor shall ensure that the vehicles used for delivery of products shall have properly insulated loading space, in good running condition and mechanically fit so as to ensure safe delivery of Milk & milk Products to all the outlets. The vehicles should have full body and plain surface for painting of advertisements.

34. In case of distributor using vehicles of lesser capacity or vehicle not conforming to the prescribed specifications for distribution of Milk & milk products, a suitable penalty may be imposed and / or the agreement can also be terminated.
35. **If the distributor vehicle does not report at the Jaipur Dairy at stipulated time, JZDUSS will be free to make alternative arrangements for the distribution of products without payment of any compensation to distributor.** In such arrangements extra expenditure incurred will be recovered from the distributor with or without a penalty.
36. In case of any pilferage theft of Products/ crates or any other property of JZDUSS while obtaining delivery and during distribution work by the distributor or his staff will be viewed seriously, and the distributor will be **panellised up to twenty-five times or more of the market value of such goods.** In case of repetition of such pilferage for more than three times, agreement is liable to be terminated without notice. At the time of occurrence of first such case, the person / persons of the distributor associated with the theft case may be debarred from entering the premises of the Union.
37. Distributor would be required to submit receipts from Store/Malls/institute to JZDUSS as a proof of delivery of Milk & Milk Products.
38. In case distributor repeatedly fails to perform duties as per the terms and conditions of agreement, JZDUSS will be free to make alternative arrangements for the entire or part of work thereof. In such case additional cost incurred by JZDUSS shall be recovered from distributor along with suitable penalty.
39. In case of non fulfilment of any of the condition of the agreement covered by any specific clause, the JZDUSS reserves the right to impose the penalty, to the extent it considers reasonable under the circumstances and the decision of the Managing Director, JZDUSS in this regard would be final. Further in cases of breach of any condition of this agreement, which disturbs or affects adversely the efficiency of the Dairy and the daily supply routine the agreement can be terminated without any notice. In such cases the security deposit and Bank guarantee will be forfeited or out standing amount will be adjusted from security / Bank guarantee.
40. Distributors at his level arrange staff for loading from FGS or specified place and to unload products at each outlet. In no case the distributor or his staff shall temper with the Milk & Dairy Products of JZDUSS. In such case the JZDUSS is authorised to impose heavy fine or terminate the agreement and recover the loss from the distributor who will always be responsible for the acts of his employees.
41. JZDUSS will provide time schedule for reporting of vehicles along with staff for loading at the Dock, delivery of Products at various points, total time to be taken for delivery of Products and for reporting back of the vehicles to the dairy. The distributor will be required to adhere to this time schedule strictly. Distributor will provide identity cards & uniforms to his staff as prescribed.



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

50. In case of any problem at Store/Mallas/Institutes level if Products could not be sold for any justified reason and if union is desirous to accept those products, it is the duty of transporter to lift the same and deposit in the plant, as soon as possible, for this no extra charges will be given.
51. Applicant may note that Dairy Products are perishable; hence it has to be delivered to the retailer with in the time schedule prescribed by the Union based on the requirement of retailers / consumers.
52. Products may be supplied to distributor in returnable plastic crates. Distributor shall return all the crates of previous supply to union before taking next supply. Cost of short deposited crates would be recovered from Distributor.
53. A detail of applicant / bidder with respect to address of Proprietor / Partner / Directors etc. as required at **point No. 7** of application form must be submitted in the following format: -

Name of Proprietor /Partner/Director.	Residential address with Phone No.	Office address with Phone No.
--	---------------------------------------	----------------------------------

- 1
- 2
- 3
- 4
- 5

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

Name of Firm	Address with Phone No.,	Nature of present Business
--------------	-------------------------	----------------------------

- 1.
- 2.
- 3.

54. In case of increase / decrease in prices of diesel by the Government, actual increased / decreased expenditure involved due to such change will be reimbursed to the transporter from the date of change in the rate. First time the base price of diesel shall be taken as prevailing on last date of submission of tender. Increased or decreased expenditure would be calculated by dividing the total additional cost of diesel due to change in price by average distance travelled by distributor for transportation. For this purpose average for insulated TATA 407 OR ANY Vehicle HAVING SAME LOADING CAPACITY would be considered 8.00 Km/lit.
55. The applicant has to submit the work performance certificate of the work undertaken by him in the past and / or presently working.

56. Tender applications received from nearest relatives (first degree) (Blood relations Mother, Father, Brother, Sister, wife, Son & Daughter) of employees/officers/ BOD's of sangh can not be considered.
57. Any type of taxes/ levies etc. imposed by Government or new rules made effective during
58. If any person driver/ worker/ representative misbehave with security, Jaipur Dairy staff in Jaipur Dairy **it will be view seriously and suitable penalty can be imposed on Transporter/ Distributor, gate entry can be ban.**
59. In any stance if bank guarantee got encased by Jaipur Dairy/ JZDUSS due to any reason. the party shall be treated as black listed and will not eligible to participate in tender process. and other existing work shall liable to be cancelled.
60. Tender have to submit proof of his residence/office address. (Attested copy of Ration card, voter I.D., bill of Electric/ water bill or telephone bill etc.)
61. Food licence or uander taking for food licence must be enclosed along with tender form. Licence should be issued by **(FSSAI) FOOD SAFETY AND STANDARD AUTHORITY OF INDIA.**
62. Successful Tenderer have become nominal member of JZDUSS Ltd. by paying required membership fee (one time for tender period) as per act.

## ANNEXURE “A”

### STORE/ Malls /INSTITUTES MILK & F.P. DISTRIBUTION AREAS

Stores/Malls
TILAK NAGAR, JAWAHAR- NAGAR, ADARSH NAGAR, GANDHI NAGAR, BAPU NAGAR, MALVIYA NAGAR, DURGAPURA, MAHARANI FARM, AGARWAL FARM ,MANSAROVAR NIRMAN NAGAR ,MAHESH NAGAR, VAISHALI NAGAR, KHATIPURA, HASANPURA, JHOTWARA, MURLIPURA, VIDHYADHAR-NAGAR, VKI, BANI- PARK, SHASTRI NAGAR, C-SCHEME, WALLED CITY AND ADJOINING AREA etc (Total distance Approximately 130 Km per day.) <b><u>Earnest Money Shall Be Deposited Rs. 30000/- By DD in favour of JZDUSS Ltd. Jaipur</u></b>

**Section IV :**

**BIDDING FORMS**

**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 Transportation of Fresh products, in accordance with your Bid Proposals dated *Insert Date*. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as e-procurement portal i.e. <http://eproc.rajasthan.gov.in>

We hereby declare that:

(a) All the information and statements made in this Bid/Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Bid/Proposal may lead to our disqualification by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. and action may be taken against us under the provisions of the Act and the Rules.

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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

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

**A - Bidder's Organization**

1. Name & full address of the firm \_\_\_\_\_  
Submitting the tender ( In block letters) \_\_\_\_\_  
\_\_\_\_\_
  
  - Phone no. \_\_\_\_\_ Mobile no. \_\_\_\_\_  
Fax No. \_\_\_\_\_ Email address \_\_\_\_\_
  2. Addressed :Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur  
Near Gandhi Nagar Railway Station, Jaipur
  
  3. 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).
  4. 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).
  5. Earlier experience in this field (if any) : Enclose the document/s.
- (A) Tender Fee Details:  
Rs..... DD no..... date.....  
Name of the Bank..... Branch.....  
(The DD should be in favour of JZDUSS LTD. Ltd, Jaipur payable at Jaipur)
- (B) EMD Details:  
Rs..... DD no..... date.....  
Name of the Bank..... Branch.....  
(DD should be in favour of JZDUSS LTD., Ltd., Jaipur, payable at Jaipur. No interest will be payable on EMD.
- (C) MDRISL Fee Details:  
Rs..... DD no..... date.....  
Name of the Bank..... Branch.....  
(The DD should be in favour of MDRISL, Jaipur payable at Jaipur)
6. (a) PAN Card / No.....(Attach attested Photocopy)  
  
(b) GSTN No. .... (Attach attested Photocopy)
  7. Details of the Bankers: Name..... Branch .....
  
District..... State ..... IFSC Code.....  8. Enclose information regarding current litigation if any.

**B - Bidder's Experience (Mini. 2 Years)**

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



**FORM TECH-3**

**Bid Security in form of Bank Guarantee**

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

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

**Beneficiary:**

The Managing Director  
Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.,  
Jaipur-302015 Rajasthan  
Date: *[insert date]*

**BID GUARANTEE No.: *[insert number]***

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated *[insert date]* (hereinafter called "the Bid") for the supply of E-Tender for Transportation of Saras Products Jaipur Dairy to Kanota Plant under Bid No. *[insert BID number]*. Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

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

- (a) has withdrawn its Bid/Tender during the period of Bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur during the period of Bid/Tender validity,
  - (i) fails or refuses to execute the Contract Form, if required,
  - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB),
  - (iii) does not accept the correction of errors in accordance with the ITB, or
  - (iv) breaches any provision of the Code of Integrity specified in ITB;

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

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

Name \_\_\_\_\_

In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

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

Date \_\_\_\_\_

Bank's Seal \_\_\_\_\_ of Bid Security

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

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**Declaration by the Bidder**

In relation to our Bid/Tender submitted to Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur-302015, Rajasthan for supply of in response to their Bid/Tender No..... Dated ..... we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

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

Date:

Signature of Bidder

Place:

Name :

Designation:

Address:

**FORM TECH-5**

**POWER OF ATTORNEY**

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

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder for supply of Milk & Chhach and Saras Products to be supplied by our milk unions. Including signing and submission of all documents and providing information/responses to JZDUSS LTD., JAIPUR in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of Acceptance

For ..... Name & signature

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

**Form-TECH-6**

—: शपथ—पत्र :—

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

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

1. मैं/हमारे द्वारा जयपुर संघ अथवा संघ के अधिकारियों/कर्मचारियों के विरुद्ध (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं है।
2. जयपुर संघ द्वारा मेरे/हमारे के विरुद्ध किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं है।
3. मेरा/हमारा पूर्व में संघ द्वारा किसी भी कारण से अयोग्य नहीं किया गया है/निलम्बित नहीं/अनुबन्ध निरस्त नहीं किया गया है/ब्लैक 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/दूध समितियों के पदाधिकारी/अधिकारी/कर्मचारी से रक्त सम्बन्ध नहीं है।
6. मैं/हम दीवालिया/नाबालिक/अस्वस्थ मस्तिष्क के नहीं हैं।
7. मैं/हम संघ के समान/प्रतिस्पर्धी कार्य/व्यापार में लिप्त नहीं हैं।
8. मैं/हम वर्तमान में किसी भी अन्य प्रतिस्पर्धी ब्राण्ड के कार्यालय/सयंत्र में अनुबन्ध के अन्तर्गत कार्यरत नहीं हैं।
9. मेरे/हमारे द्वारा प्रस्तुत शपथ पत्र में दी गयी घोषणा गलत पाये जाने पर मेरी/हमारी धरोहर/सुरक्षा राशि/बैंक गारन्टी/अन्य देय भुगतान संघ में जब्त समझी जावेगी एवं टेण्डर की अवधि के दौरान तथ्य उजागर होने पर टेण्डर को निरस्त भी किया जा सकेगा। जिसके लिए मैं/हम स्वयं जिम्मेदार रहूंगा।

**Form-TECH-7**

**TENDER ACCEPTANCE DECLARATION**

Tender Reference No. \_\_\_\_\_

Tender ID No. \_\_\_\_\_

Name of Tender / Work / Item \_\_\_\_\_

Dear Sir,

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

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

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

Yours Faithfully,

(Signature of the Bidder, With Official Seal)

# **SECTION V**

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

## Contract Agreement

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

RATE CONTRACT FOR .....

Between

Managing Director,

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.

Near Gandhi Nagar Railway Station, Jaipur-302015

and

[Name of the Bidder ]

Dated:

AGREEMENT

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

An agreement made this \_\_\_\_\_ day of \_\_\_\_\_ between M/s. \_\_\_\_\_ hereinafter called "approved Bidder " which expression shall where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited

1. . (hereinafter called "the Milk Union" which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved Bidder has agreed with the Milk Union for -----  
-----& all those articles set forth in the LOI/LOA/work order issued vide No. \_\_\_\_\_  
and in the manner set forth in the aforesaid order.

3(a) And whereas the approved Bidder has deposited a sum of Rs. \_\_\_\_\_ in form of Bank Guarantee as Performance security for the due performance of the agreement.

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

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

NOW THESE PRESENT WITNESS

1. **In consideration of the payment to be made by the Milk Union at the rates set forth in the aforesaid LOI/LOA/work order, the approved Bidder will duly supply all those articles set forth in the work order issued and in the manner set forth and within the period stipulated in the conditions of the Bid/tender and order.**
2. **The conditions of the Bid/Tender as given in the Bid/tender document for the work, conditions of the aforesaid LOI/LOA/work order and also any subsequent amendment as may be issued by the Milk Union will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.**
3. **That all the terms and conditions of the Bid/Tender Form including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder .**
4. **The supplier will supply the service as settled with the tenderer or as provided in the acceptance of tender. In case supplier fails to supply and deliver the service as mentioned in the order, the JZDUSSL reserves the right to effect risk purchases from other source on the supplier's risk and cost. Milk Unions/JZDUSSL also reserves the absolute right as to the method adopted for affecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/security deposit lying with JZDUSSL notwithstanding whether such amount(s) pertain to current and/or previous contract(s).**
5. The mode of payment will be as specified in the Bid documents. Work shall be effected and completed in the manner and time specified in the LOA/work order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/work order, the conditions of liquidated damages and penalty those for late completion of work as stipulated in the aforesaid work order/contract shall be enforced. If the Bidder considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited , to extend the period of delivery. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, after considering the reasons and justifications, may extend the period with or without liquidated damages.
6. **Amicable Settlement**  
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.
7. All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties.
8. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Jaipur.

In witness whereof the parties hereto have set their hands on the \_\_\_\_\_ day \_\_\_\_\_.

SIGNATURE OF THE

SIGNATURE FOR AND ON

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**Signature of Tenderer with Seal**



APPROVED SUPPLIER:

**Witness No.1**

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

**Witness No.2**

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

BEHALF OF the Milk Union :

**Witness No.1**

Signature: \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_

**Witness No.2**

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Address : \_\_\_\_\_

**(Performa of Bank Guarantee for Performance Security)**

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

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 (Two thousand seventeen) by \_\_\_\_\_ (Name and address of the Bank) (hereinafter referred to as "The Bank") which expression shall be here the context or meaning so requires, includes the successors and assignees of the Bank and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur, Rajasthan, (hereinafter referred to as "The Milk Union which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

WHEREAS the Milk Union has placed its work order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ (Name and address of the party) (Hereinafter called "The approved tenderer") for .....and whereas the approved tenderer has agreed to provide a Bank Guarantee valid for the contracted period from any Scheduled Bank approved by RBI in the prescribed format of JZDUSS LTD. for an amount of Rs. -----/- (Rupees in words) towards security to JZDUSS LTD. to safeguard its investment in the liquid milk. The Bank guarantee will be released three months after expiry of contract period on production of no dues certificate & quality clearance from the respective Nodal milk union and an undertaking in case any claim/ liability /recovery in account arises after the expiry of the contract, firm shall deposit the same with JZDUSS LTD. without any delay.

In consideration of the approved tenderer having agreed to provide a B.G. of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the security deposit amount, we \_\_\_\_\_ (Name of the Bank) hereby undertake and guarantee to make repayment to the Milk Union of the said Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any part thereof which becomes payable to the Milk Union in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the Milk Union. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Milk Union in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). The Bank shall not be discharged or released from this guarantee by any arrangement between the approved tenderer and the Milk Union with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the Milk Union to the tenderer and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Milk Union. We \_\_\_\_\_ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the Milk Union stating that the amount claimed is due to the Milk Union. In case the Milk Union puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee, The Bank shall consider that such demand by itself is a conclusive evidence and proof that the tenderer has failed in complying with the terms and conditions stipulated by the Milk Union without raising any dispute regarding the reasons for any such lapse/failure on the part or the approved tenderer.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Milk Union may have or hereafter possess against the approved tenderer and the Milk Union shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the Milk Union may be entitled to receiving or have a claim upon and the Milk Union at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and it shall remain in force until contract period, unless a suit or action is filed against us enforce such claims, within three months from end of the contract period, all the Milk Union 's rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Place :

Date :

(SIGNATURE)  
SEAL OF BANK