

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.

E-tender document

for

Hiring of Bolero/TUV, Loading Jeep at Jaipur Dairy.

**Near Gandhi Nagar Railway Station, Jaipur-302015
PABX No. : 91-0141-2713666-69, Fax No. : 0141-2711075**

E-Mail : jaipurdairy@jaipurdairy.com Website : <http://www.jaipurdairy.com>

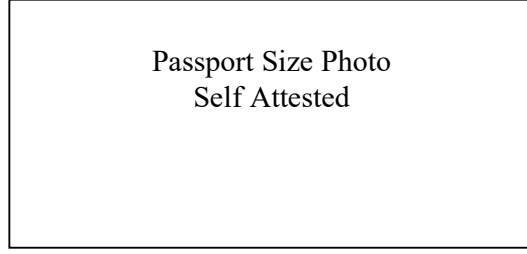
JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LIMITED.,
NEAR GANDHI NAGAR RAILWAY STATION, JAIPUR-302015
Ph. No. 2713666-69 : Telefax: 0141- 2711075 : website : www : jaipurdairy.com
E-mail : jaipurdairy@jaipurdairy.com

Important date and time

S.No.	Particulars	Date/Time
1.	Date & time of Uploading tender form by Milk Union	15/04/2019 at 11.00 AM
2.	Date & time of start of Uploading tender by tenderer	15/04/2019 at 11.00 AM
3.	Last Date & time of Uploading tender by tenderer	08/05/2019 Upto 05.00 PM
4.	Last Date & time submission of :-	08/05/2019 Upto 05.00 PM
I	EMD (Rs. 20,000/-) per vehicle in form of DD / Banker cheque / pay order in the name of JZDUSSLtd., Jaipur	08/05/2019 Upto 05.00 PM
II	Tender form fee Rs. 500/- by DD / Banker cheque / pay order in the name of JZDUSSLtd., Jaipur	08/05/2019 Upto 05.00 PM
III	E-tender processing fee Rs. 500/- by DD / Banker cheque / pay order in the name of MD, RISL., Jaipur	08/05/2019 Upto 05.00 PM
5.	Date & time of opening of technical-bid	10/05/2019 Upto 11.00 AM
6.	Date and time of opening of financial bid	To be informed later

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि०
गाँधी नगर रेल्वे स्टेशन के पास, जयपुर-302015
निविदा फार्म

पार्ट-अ



(संघ में किराये पर वाहन हेतु)

1. वाहन का प्रकार- (1) महिन्द्रा टी.यू.वी/बोलेरो----- संख्या 05
 (2) लोडिंग जीप -----संख्या 01
2. नाम निविदाकर्ता.....
3. निविदाकर्ता के पिता का नाम.....
4. स्थाई पता.....
5. टेलीफोन नं.....मोबाईल नं.....
6. धरोहर राशि रु.....डीडी नं.....दिनांक.....
 बिना धरोहर राशि के निविदा फार्म मान्य नहीं होगा।

7. वाहन संबंधी सूचना

1. वर्तमान में वाहन है

(अ) वर्तमान में स्वयं के नाम से रजिस्टर्ड वाहन है तो रजिस्ट्रेशन प्रति संलग्न करें।

क्र.सं.	रजिस्ट्रेशन नं.	वाहन का प्रकार	मॉडल	रोड़ टैक्स जमा मय प्रमाण
1.				

वाहन न्यूनतम मॉडल वर्ष 2016 वाहन की आर.सी. पत्रादि की फोटो प्रतियाँ संलग्न करना आवश्यक है।

2. नया वाहन खरीद कर लगाऊंगा के लिए प्रोफोर्मा इनवॉइस जहाँ से वाहन खरीदना है। उपरोक्त सभी प्रपत्र पर स्वयं के हस्ताक्षर किया जाना आवश्यक है।
8. आयकर पैन नं.....बिना पैन नंम्बर के निविदा फार्म मान्य नहीं होगा।
9. आधार कार्ड नं.....व जी.एस.टी नं.....
10. वाहन आर.टी.ओ. से मैकनिकली फिटनेस एवं इन्श्योरड कंडीशन में होना चाहिए एवं इन्श्योरड प्रमाण पत्र संलग्न करना होगा।
11. पूर्व में संघ में कार्य का अनुभव है अथवा अन्य दुग्ध संघों में इस कार्य का अनुभव या समान व्यवसाय का अनुभव हो तो प्रमाण पत्र संलग्न करें।
12. एक निविदादाता द्वारा न्यूनतम एक एवं अधिकतम तीन वाहन उपलब्ध कराये जा सकते हैं।
13. फर्म/कंपनी का प्रकार प्रोपराइटर/ पार्टनरशिप/ अन्य यदि पार्टनरशिप हो तो रजिस्ट्रेशन की प्रमाणित प्रति मय पार्टनरशिप डीड को प्रस्तुत करें।
14. स्वयं के पहचान पत्र की फोटो प्रति संलग्न करें।
15. स्वयं स्थाई निवास के पते के लिये बिजली या पानी का बिल संलग्न करे।
16. निविदादाता को स्वयं का हस्ताक्षर युक्त प्रमाण-पत्र संलग्न करना होगा कि वह :-
 (अ) संघ में कार्यरत अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य स्वयं व पत्नि व आश्रित नहीं है।
 (ब) अयोग्य/ब्लैक-लिस्टेड/न्यायालय से घोषित अपराधी/दिवालिया करार/चोरी में लिप्त नहीं है।
17. Details of Bankers is to be uploaded in following format.
 (i) Bank Name & Address
 (ii) Bank IFSC Code
 (iii) Customer/Parties Name & Address

(iv) Customer Bank A/C no.

(v) Type of bank accounts

18. I/We agree to abide by all the terms & Conditions mentioned in the notice issued by the Managing Director, JZDUSS Ltd., Jaipur and also the further terms and conditions annexed with the tender form, all the pages of which have been signed by me / us in token of acceptance of the terms & conditions mentioned therein.

19. Payment (DD/Pay order) have been deposited as under:

	Amount	DD No.	Date
I) Tender Form Fee	Rs. 500/-	-----	-----
II) EMD per vehicle applied	Rs. 20,000/-	-----	-----
III) Tender Processing Fee	Rs. 500/-	-----	-----

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., JAIPUR

INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

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

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

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

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

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

S. No.	Particulars	Clause	Description
1. General			
1.1	Definitions	1.1.1	“Act” means the Rajasthan Transparency in Public Procurement Act, 2012.
		1.1.2	“Bid” means a formal offer made by a Bidder/ Bidder in form of an e-tender / Bid including Technical Bid and Financial Bid to Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur in response to Notice Inviting/e-tenders/ Bids.
		1.1.3	“Bidder/ Bidders” 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 / JZDUSSL., 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, JZDUSSL, 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, JZDUSSL is the Procuring Entity which has invited the Bids from eligible and qualified Bidders for selecting, in accordance with the procedure of selection specified in this Bidding Document, for Hiring of Bolero/TUV, Loading Jeep at Jaipur Dairy . The detailed Scope of the Services has been given in Terms of Reference, Section III of this Bidding

			Document.
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 JZDUSSL, 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	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 JZDUSSL, Jaipur interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. The Bidder/ Bidders 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 JZDUSSL, Jaipur.
2.2	Conflicting activities	2.2.1	Bidder (including its Personnel) that has a business or family relationship with a member of the JZDUSSL, 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	Bidder/s have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the JZDUSSL, 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 JZDUSSL, Jaipur shall work as Bidder or work as his personnel.
2.3	Code of Integrity	2.3.1	The Bidder/s 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. Any person participating in the procurement process or executing the Contract shall,- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; (c) not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process; (f) not obstruct any investigation or audit of a procurement process; (g) disclose conflict of interest, if any; and (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.
2.4	Breach of Code of Integrity by the Bidder	2.4.1	The JZDUSSL, Jaipur shall, notwithstanding anything to the contrary contained in this Bidding Document, reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in any corrupt, fraudulent, coercive, undesirable or restrictive practices in the Selection Process or in execution of the Contract. In such an event, the Procuring Entity shall, without prejudice to its any other rights or remedies under section 11(3), 46 and

			Chapter IV of the Act, forfeit and appropriate the Bid Security or any other Security as genuine pre-estimated compensation and damages payable to the Procuring Entity for, inter alia, time, cost and effort of the Procuring Entity in regard to the bid, including consideration and evaluation of such Bidder's Proposal and completing the remaining Services.
3. Eligibility			
3.1	General	3.1.1	The Bidder may be a natural person, private Entity or government-owned Entity.
		3.1.2	The Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Bidding document.
		3.1.3	The Bidder shall not be eligible to apply for this Services Contract in case it has been debarred by Government of Rajasthan or the JZDUSSL, 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 JZDUSSL, 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 JZDUSSL, 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	This Bidding Document consists of the following Sections: Notice Inviting Bids (Proposals) Section I: Instruction to Bidders/ Bidders (ITB/ ITSP) and Bid Data Section II: Qualification and Evaluation Criteria Section III: Terms of Reference (TOR) Section IV: Bidding Forms Section V: Contract Forms
		4.1.2	i. The download/upload of Bidding Document shall be commenced from the date of publication of Notice Inviting Bids. The complete Bidding Document shall also be placed on the State Public Procurement Portal (SPPP) http://sppp.rajasthan.gov.in . and e-procurement website www.eproc.rajasthan.gov.in The prospective Bidders shall be permitted to download the Bidding Document from the SPPP and e-procurement portal and pay its price while submitting the filled-up Bidding Documents on website www.eproc.rajasthan.gov.in as per e-procurement system as defined in bidding documents
		4.1.3	Tender Processing Fee (non-refundable) : Rs. 500/- (Rs. Five hundred only) in form of Demand draft in favour of MD RISL, payable at Jaipur and Bid-document fess (non-refundable) :Rupees 500/= of the Bidding Document and bid security : Rupees 20,000/- (Rs. Twenty thousand only) in form of demand draft in favour of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd, payable at Jaipur must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled Bank in India. These three original instruments of payment, alongwith the sealed envelope, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes in the office of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur after the date and time of submission of bid and on or before Time and date mentioned in the table of critical dates at S. No. 5, failing in which the bid shall be rejected.
		4.1.4	The JZDUSSL, 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 JZDUSL, Jaipur and get clarifications. A Bidder requiring any clarification of the Bidding Document shall contact the competent authority of JZDUSL., Jaipur in writing or e-mail at the JZDUSL, Jaipur address written in the beginning of the Bidding Document. The JZDUSL., 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 JZDUSL., 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 JZDUSL., Jaipur, suo moto, may also amend the Bidding Document, if required, by issuing an addendum which will form part of the Bidding Document.
4.3	Amendment of Bidding Document	4.3.1	Any addendum issued shall be part of the Bidding Document and shall be uploaded on the State Public Procurement Portal and e-procurement website www.eproc.rajasthan.gov.in .
		4.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the JZDUSL., 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 JZDUSL, Jaipur shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		5.1.2	The Bidder shall furnish the self attested copies of the following documents with its Bid:- i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/ submitting the Bid, authorizing him to represent all partners of the firm and his contact details. ii. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid and his contact details in the format given in Section IV [Bidding Forms]. iii. Permanent Account Number (PAN) issued by the Income Tax Department and GST registration certificate. iv. Address of office, telephone, fax numbers, e-mail address.
5.2	Language of Bid	5.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the JZDUSL., Jaipur, shall be written in English/ Hindi language and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi, in which case, for purposes of interpretation of the Bid, such translation shall govern.
5.3	Documents Comprising the Bid	5.3.1	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. 500/- (Rs. Five hundred only) in form of Demand draft in favour of MD RISL, payable at Jaipur and instruments of payment of price of Rupees 500/= of the Bidding Document (Non-refundable) and the amount of bid security of Rs. 20,000/- (Rs. Twenty thousand only) must be in the form of two separate bank demand draft/ banker's cheque of a Scheduled

			<p>Bank in India drawn in the name of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited., Jaipur, payable at Jaipur issued by a Scheduled Bank in India.</p> <p>These three original instruments of payment must be submitted along with the sealed envelope in the office of <u>JZDUSSL</u>, Jaipur, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of JZDUSSL, Jaipur after last time and date of Bid submission and before Time and date of opening of technical Bid, failing in which the bid shall be rejected.</p> <p>All documents of Technical Bid/ Proposal and Financial Bid/Proposal must be uploaded duely signed by the Bidder or its authorized signatory. The form for Financial Bid must be completed without any alterations to its. XLS format and no substitutes shall be accepted.</p>
		5.3.2	<p>The Technical Bid/ Proposal shall contain the following:</p> <ol style="list-style-type: none"> Technical Bid/ Proposal Submission Sheet and Technical Bid containing the filled up Bidding Forms and Declarations related to Technical Bid and Code of Integrity given in Section IV [Bidding Forms]; proof of payment of price of Bidding Document, Bid Security and Bid processing fee; written confirmation authorizing the signatory of the Bid to commit the Bidder; documentary evidence establishing the Bidder's eligibility to bid; documentary evidence establishing the Bidder's qualifications to perform the Contract if its Bid is accepted; All documents mentioned in ITB Clause 5.1.2; and Others considered necessary to strengthen the Bid.
		5.3.3	<p>The Financial Bid/ Price Proposal shall contain the following: 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, FOR Jaipur Dairy (except GST).</p>
5.6	Currencies of Proposal and Payments	5.6.1	<p>The unit rates and the Prices shall be quoted by the Bidders entirely in Indian Rupees and all payments shall be made in Indian Rupees.</p>
5.7	Taxes	5.7.1	<p>The approved firm is responsible for meeting all tax liabilities, including toll tax, arising out of the Contract, except GST which shall be paid extra by JZDUSSL, Jaipur</p>
5.8	Period of validity of Bid	5.8.1	<p>The Proposals must remain valid for 120 Days after the last date of submission of Proposals. A Bid valid for a shorter period shall be rejected by the JZDUSSL, Jaipur as non-responsive. The JZDUSSL, Jaipur will make its best effort to complete evaluation and award the Contract within this period.</p>
		5.8.2	<p>In exceptional circumstances, prior to the expiration of the Bid validity period, the JZDUSSL, 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.</p>

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. 20,000/- (Rs. Twenty thousand only)
		5.9.2	The Bid Security may be given in the form of a banker's Cheque or demand draft issued from Scheduled Bank in India.
		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 JZDUSSL, 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 Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder.
		5.9.6	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the selected Bidder does not execute the Contract agreement after issue of letter of acceptance of its Proposal within the specified time period; or iii. when the selected Bidder does not deposit the Performance Security; in the specified time limit after issue of the letter of acceptance of its Proposal; or iv. when the Bidder fails to commence the Services within the time limit specified; or v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in these ITB.
		5.9.7	In case of the successful bidder, the amount of Bid Security may be adjusted against the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the JZDUSSL, Jaipur on the amount of Bid Security.
		5.9.8	The JZDUSSL., Jaipur shall promptly refund the Bid Security of unsuccessful Bidder at the earliest of any of the following events, namely:- i. the expiry of validity of Bid Security; ii. the agreement for procurement is signed and Performance Security is furnished in full, by the successful Bidder; iii. the cancellation of the procurement process; or iv. The withdrawal of Bid prior to the deadline for presenting Bids.
5.10	Format and Signing of Bid	5.10.1	The Technical and Financial Bid shall be typed or written in ink and its all pages shall be signed by the Bidder or a person duly authorised to sign on behalf of the Bidder. This authorisation shall consist of a written Power of Attorney or a resolution of the Board of Directors, as the case may be and shall be attached to the Bid. All pages shall be serially numbered.
6. Submission, Receipt and Opening of Bids			
6.1	Sealing and Marking of Bids	6.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, http://eproc.rajasthan.gov.in . In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.
		6.1.2	The Bidder shall enclose the Technical Bid and the Financial Bid in separate covers. The proof of payment of price of Bidding Document, processing fee and Bid Security shall be submitted personally or dropped in the Bid

			Box or by post in sealed envelopes deposited in the office of JZDUSSL, Jaipur after last time and date of Bid submission and on or before Time and date mentioned in table of critical dates at S. No. 5, 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/bid-document 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 JZDUSSL, Jaipur at 10/05/2019 on 11:00AM 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 JZDUSSL, Jaipur in evaluation of their Technical Bids.
		6.4.5	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		6.4.6	First, covers marks "WITHDRAWAL" shall be opened, read out, and recorded and the covers containing the corresponding Technical Bids and Financial Bids shall not be opened. No Bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and is readout and recorded at Bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding Technical Bid shall be opened. Next, covers marks "SUBSTITUTION Technical Bid" shall be opened, read out, recorded. The covers containing the Substitution Technical Bids and/ or Substitution Financial Bids shall be exchanged for the corresponding covers 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. Covers marks "MODIFICATION Technical Bid" shall be opened thereafter, read out and recorded with the corresponding Technical Bids. No Technical Bid and/ or Financial Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at opening of Technical Bids. Only the Technical Bids, both Original as well as Modification is to be opened, read out, and

			recorded at the opening. Financial Bids, both Original as well as Modification, will remain unopened in accordance with ITB Sub-Clause 6.4.4.
		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	Only Technical Bids shall be read out and recorded at the bid opening and shall be considered for evaluation. No Bid shall be rejected at the time of opening of Technical Bids except that not accompanied with the proof of payment of the required price of Bidding Document, processing fee and Bid Security.
		6.4.9	The Bids opening committee shall prepare a record of opening of Technical Bids that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, modification, any conditions put by Bidder and the presence or absence of the price of Bidding Document, processing fee and Bid Security. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
		6.4.10	After completion of the evaluation of the Technical Bids the JZDUSSL 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 JZDUSSL, Jaipur.
		6.4.11	The JZDUSSL., Jaipur shall notify Bidders in writing whose Technical Bids have been rejected on the grounds of being substantially non-responsive.
		6.4.12	The Bids opening committee shall conduct the electronic opening of Financial Bids of all Bidders who submitted substantially responsive Technical Bids and have qualified in evaluation of Technical Bids, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the JZDUSSL, 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> <ol 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	The Bids opening committee shall prepare a record of opening of Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price and any conditions put by the Bidder. The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.

7. Evaluation and Comparison of Bids			
7.1	Confidentiality	7.1.1	<p>From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the JZDUSSL., Jaipur on any matter related to its Technical and/ or Financial Proposal, except when invited by JZDUSSL., Jaipur to give their presentations on Technical Bids. Any effort by Bidders to influence the JZDUSSL, 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 JZDUSSL., Jaipur on any matter related to the selection process, it should do so only in writing.</p> <p>While evaluating the Proposals, the JZDUSSL., Jaipur will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>
7.2	Clarification of Technical or Financial Bids	7.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		7.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		7.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		7.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
7.3	Deviations, Reservations and Omissions in Technical or Financial Bids	7.3.1	<p>During the evaluation of Technical or Financial Bids, the following definitions apply:</p> <ul style="list-style-type: none"> i. "Deviation" is a departure from the requirements specified in the Bidding Document; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.
7.4	Correction of Arithmetical Errors in Financial Bids	7.4.1	<p>Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:</p> <ul style="list-style-type: none"> a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above. <p>The Bidder shall have to accept the arithmetical corrections made as above.</p>
7.5	Responsiveness of Technical or Financial Bids	7.5.1	The JZDUSSL., 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	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>(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 JZDUSSL, 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 JZDUSSL, 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 JZDUSSL, 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.
7.8	Taxes	7.8.1	GST, if applicable, shall be paid by the Bidder to the relevant Tax Department.
8. Negotiations and Clarifications			
8.1	General	8.1.1	The Bidder quoting the lowest price in the evaluation of Bids shall be invited for negotiations at the office of JZDUSSL, 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 JZDUSSL, Jaipur shall prepare minutes of negotiations that are signed by the JZDUSSL, 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 JZDUSSL, Jaipur shall inform the selected Bidder in writing, by registered post or email, that it's Proposal has been accepted. If the issuance of formal letter of acceptance (LOA) is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the Bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email to the address of the Bidder given in the Proposal.

			<p>In the written intimation of acceptance of its Proposal sent to the selected Bidder, it shall also be asked to execute an agreement in the format given in the bid documents on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, if applicable, within a period of 10 (ten) days from the date on which the LOA or LOI is despatched to the selected Bidder.</p> <p>JZDUSSL., 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 JZDUSSL, Jaipur shall take action against the successful Bidder as per the provisions of the Act and the Rules. The JZDUSSL, 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>
		9.1.4	<p>A Rate Contract may be entered with more than one Bidder as parallel Rate Contract in the order of their standing in final evaluation, by giving them counter offer of prices of the lowest bidder, in order to secure prompt delivery of services.</p>
9.2	Performance Security	9.2.1	<p>Performance Security shall be solicited from the selected Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them.</p> <p>The amount of Performance Security shall be five percent of the amount of the Contract. The currency of Performance Security shall be Indian Rupees.</p> <p>The Bidder shall deliver the Performance Security to the Procuring Entity within 10 days after issue of the Letter of Acceptance.</p>
		9.2.2	<p>Performance Security shall be furnished in one of the following forms:</p> <p>(a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or (b) Bank guarantee. It shall be in the form given in Section VI, Contract Forms, issued by a Scheduled Bank in India.</p> <p>Performance Security furnished in the form of Bank guarantee shall remain valid for a period of Three months beyond the date of completion of the services and all contractual obligations of the Bidder.</p>
		9.2.3	<p>Forfeiture of Performance Security: the amount of Performance Security in full or part may be forfeited in the following cases:-</p> <p>(a) when the Bidder does not execute the agreement in accordance with ITC Clause 9.1 [Award of Contract] within the specified time; after issue of letter of acceptance of offer; or (b) when the Bidder fails to commence the Services as per Letter of Award within the time specified; or (c) when the Bidder fails to complete the Services satisfactorily within the time specified; or (d) when any terms and conditions of the contract is breached; or (e) if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and ITC Clause 3.1.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the JZDUSSL, Jaipur in this regard shall be final.</p>
9.3	Payments to the Bidder by JZDUSSL LTD	9.3.1	<p>All payments shall be made in Indian Rupees. Payment will be made to the Bidder, within 30 days from the date commissioning of ordered material.</p>

10. Grievance Redresal 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>

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.

Annexure
FORM No. 1
[See rule 83]

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

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

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

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

- 1.
- 2.
- 3.

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

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

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

6. Grounds of appeal:

.....

.....

... (Supported by an affidavit)

7. Prayer:

.....

.....

Place

Date

Appellant's Signature

Section - II: Qualification and Evaluation Criteria

- I. Upload complete Tender document & required documents duly signed on each page with seal.
- II. Submit acceptance of tender terms as per Bid document in the enclosed format.(**Form -1**)
- III. Submit details of Organization Profile and Experience of **Minimum 2 years**. (Attach copies of Work Orders) .(**Form -2**)
- IV. Bank Guarantee Form for Registration /Bid Security, **if applicable (Form -3)**
- V. Declaration by the Applicant in compliance of the Section 7 & 11 of the RTTP Act. .(**Form -4**)
- VI. Power of Attorney .(**Form -5**) **if applicable**
- VII. Affidavit (**Form -6**)
- VIII. The Applicant must have **PAN number**.(Upload attested copies)
- IX. Submit DD for EMD/Tender form fee/Tender Processing Fee (Offline) in the Office of D. M (Transport), JZDUSSL, Jaipur before the scheduled date/time.

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 whose financial bid is evaluated as the lowest by Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur.

SECTION - III

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि०
गौधी नगर रेल्वे स्टेशन के पास, जयपुर-302015
निविदा फार्म पार्ट-अ

निविदा प्रस्तुत करने हेतु सामान्य नियम

1. पार्ट-अ में असफल पाये जाने वाले निविदादाताओं को अयोग्य मानते हुए उनका निविदा फार्म-ब नहीं खोला जावेगा।
2. निविदादाता के पास स्वयं का वाहन नहीं होने पर स्थिति में टेंडर स्वीकृत पर खरीद कर लगाना चाहता है तो वह टेंडर में भाग ले सकता है।
3. निविदा फार्म में वाहन का रजिस्ट्रेशन क्षमता व मॉडल वर्ष अंकित करना होगा तथा वाहन निविदाकर्ता के नाम की फोटो प्रतियाँ निविदा के साथ संलग्न करना आवश्यक है। वाहन निविदादाता के नाम से होना आवश्यक है। यदि वाहन किसी अन्य नाम से है तो वाहन स्वामित्व उसे अपने नाम से स्थानान्तरण करने के पश्चात् ही बिल का भुगतान देय होगा।
4. कार्य प्रारम्भ करने से पूर्व संघ की शर्तों एवं नियमों के अनुरूप निविदा शर्तों में निर्दिष्ट वाहन का अनुबंध/ फिटनेस व वाहन संबंधित समस्त कागज प्रस्तुत करने होंगे।
5. टेंडर में किसी भी प्रकार की कोई भी शर्त निविदादाता द्वारा जोड़ी अथवा घटायी नहीं जा सकेगी। इस संदर्भ में टेंडर में दी गई समस्त शर्तें निविदादाता को निविदा अनुसार स्वीकार होगी।
6. टेंडर/ निविदा प्रपत्र में आयकर पैन नं. अंकित करना अनिवार्य है।
7. निविदादाता को अपना स्थाई पता, टेलीफोन नं., मोबाईल नं., फैक्स नं., आधार कार्ड नं. तथा बैंक विवरण आवश्यक रूप से अंकित करना होगा।
8. निविदा से संबंधित समस्त अधिकार प्रबंध संचालक के पास सुरक्षित रहेंगे। सम्पूर्ण निविदा या निविदा के आंशिक भाग को निरस्त करने का अधिकार प्रबंध संचालक का होगा।
9. पूर्ण रूप से भरे निविदा प्रपत्र को मय धरोहर राशि रु. 20,000/- (बीस हजार) प्रति वाहन की डीडी (CTS) निर्धारित तिथि एवं समय पर जमा करवाना होगा। जमा कराई गई धरोहर राशि को सुरक्षा राशि रु. 20,000/- (बीस हजार) में समायोजित कर दिया जावेगा। आर.टी.पी.पी एक्ट के अनुसार डीडी/बैंकर चैक/पे-ऑर्डर, बैंक गारंटी के रूप में ली जा सकती है।
10. निर्धारित तिथि एवं समय के पश्चात् प्राप्त निविदाओं को स्वीकृत नहीं किया जावेगा।
11. बिना अमानत राशि के प्राप्त निविदाओं को स्वीकार नहीं किया जावेगा एवं ऐसी निविदाओं को निरस्त कर दिया जावेगा।
12. निर्धारित समय व तिथि तक प्राप्त निविदाओं को उपस्थित निविदादाताओं के समक्ष खोला जावेगा।
13. निविदादाता अपनी दरें प्रति किलोमीटर निर्धारित प्रारूप(BOQ- XLS SHEET) में ही प्रस्तुत करें।
14. निविदादाता द्वारा जोड़ी गई कोई भी किसी भी प्रकार की शर्त मान्य नहीं होगी।
15. धरोहर राशि अनुबंध अवधि समाप्त होने के पश्चात् बकाया नहीं प्रमाण पत्र प्रस्तुत करने पर लौटा दी जावेगी।
16. सफल निविदादाता द्वारा रु. 20,000/- (बीस हजार) प्रति वाहन सुरक्षा राशि जमा करानी होगी, जमा सुरक्षा राशि / अमानत राशि पर किसी प्रकार का ब्याज देय नहीं होगा।
17. सफल निविदादाता को धरोहर राशि के साथ निर्धारित राशि के नॉन ज्यूडिशियल स्टॉम्प पेपर पर अनुबंध प्रस्तुत करना होगा।
18. निर्धारित समय में धरोहर राशि एवं अनुबंध पत्र प्राप्त होने के पश्चात् संघ द्वारा आवश्यक आदेश जारी किये जावेंगे। निर्धारित अवधि में यदि सफल निविदादाता द्वारा उपरोक्त में से कोई भी एक की अनुपालना नहीं करने पर पूर्व में जारी दर स्वीकृत पत्र स्वतः ही निरस्त हो जावेगा और निविदादाता द्वारा निविदा के साथ जमा करवायी गयी धरोहर राशि जब्त कर ली जावेगी।
19. शर्त संख्या 20 में वर्णित स्थिति उत्पन्न होने पर संघ को पूर्ण अधिकार होगा कि वह निविदा को निरस्त करें अथवा सैकण्ड लोवेस्ट को नेगोशियेशन के लिए बुलावे।
20. प्रबंध संचालक जयपुर डेयरी को अधिकार होगा कि बिना किसी कारण बताये एक सप्ताह के नोटिस पर अनुबंध निरस्त किया जा सकेगा और इस हेतु किसी प्रकार की कोई क्षतिपूर्ति देय नहीं होगी।
21. निविदादाता को आवश्यक कागजात एवं प्रमाण-पत्र निविदा के साथ ही प्रस्तुत करने होंगे। निविदा खोले जाने के बाद कोई भी प्रमाण पत्र / दस्तावेज स्वीकार नहीं किया जावेगा।

22. निविदादाता द्वारा स्वयं प्रमाणित एवं हस्ताक्षरित प्रमाण-पत्र उपलब्ध करवाना होगा कि उसे जयपुर दुग्ध संघ व अन्य दुग्ध संघों द्वारा वाहन उपलब्ध करवाने के संबंध में प्रतिबंधित/ ब्लैकलिस्ट नहीं किया गया हो एवं यह प्रमाण-पत्र प्रस्तुत करना अनिवार्य है तथा संघ के विरुद्ध किसी भी प्रकार का वाद लांबित होने पर निविदा अयोग्य मानी जावेगी।
23. निविदादाता निविदा प्रस्तुत करते समय निविदा प्रपत्र भाग प्रथम व निविदा प्रपत्र भाग द्वितीय दोनों को अलग-अलग लिफाफों में बंद करेगा। भाग प्रथम के लिफाफे पर बड़े अक्षरों में योग्यता निविदा व द्वितीय भाग पर वित्तीय निविदा अंकित करेगा। दोनों लिफाफों पर निविदादाता अपना नाम व पता स्पष्ट अंकित करेगा। दोनों लिफाफों को एक अन्य बड़े लिफाफे में रखकर सीलबंद निविदा प्रस्तुत करेगा। प्रथम भाग में प्रस्तुत की गयी सूचनाओं के आधार पर योग्य पाये जाने वाले निविदादाताओं की ही भाग द्वितीय वित्तीय निविदा खोली जावेगी। निविदा प्रपत्र के प्रथम भाग में असफल पाये गये निविदादाताओं के वित्तीय भाग को नहीं खोला जावेगा।
24. निविदा के साथ फर्म के लाभ के लिए यदि जानबूझ कर कोई गलत सूचना दी जाती है तो ऐसी सूचना के लिए निविदादाता स्वयं जिम्मेदार होगा एवं ऐसी निविदा को किसी भी स्तर / समय पर निरस्त करने के अधिकार अधिकृत करने होंगे।
25. निविदादाता द्वारा मोटर वाहन अधिनियम के प्रावधानों एवं राजस्थान मोटर करारोपण नियम के प्रावधानों की पालना सुनिश्चित करनी होगी।
26. स्वीकृत निविदादाता अनुबंध के अंतर्गत स्वयं के कर्मचारियों को देय वेतन भत्तों पर कार्य के दौरान उत्पन्न जोखिम एवं हानियों की क्षतिपूर्ति के लिए उत्तरदायी होगा। इस विभाग का इस बारे में कोई उत्तरदायित्व किसी प्रकार का किसी स्तर पर नहीं होगा। पी.एफ/ई.एस.आई की नियमानुसार कटौती की जावेगी। इस हेतु आधार कार्ड, पेन कार्ड, बैंक खाते का विवरण देय होगा।
27. ठेका अवधि के दौरान यदि ठेकेदार द्वारा वाहन बिना सूचना के हटा लिया जाता है तो संघ द्वारा देय भुगतान, धरोहर राशि तथा अंतिम माह के बिल की राशि जब्त कर ली जावेगी। यदि 15 दिवस तक ठेकेदार द्वारा वाहन उपलब्ध नहीं कराया जाता है तो यह मान लिया जावेगा कि ठेकेदार वाहन चलाने का इच्छुक नहीं है।
28. ठेके के दौरान वाहन के दुर्घटनाग्रस्त होने पर इससे संबंधित समस्त जिम्मेदारी ठेकेदार की होगी। संघ का इस हेतु कोई दायित्व नहीं होगा। दुर्घटना में जान-माल की हानि की समस्त जिम्मेदारी ठेकेदार की होगी तथा इस संबंध में पुलिस इन्श्योरेंस व अन्य दायित्व ठेकेदार के होंगे।
29. ठेकेदार अपना ठेका किसी अन्य को हस्तान्तरित नहीं कर सकेगा।
30. ठेकेदार द्वारा वाहन पर लाइसेंसशुदा एवं स्वस्थ वाहन चालक ही लगाया जावे एवं फिटनेस संबंधि समस्त औपचारिकताएँ पूर्ण होनी चाहिए।
31. ठेकेदार द्वारा संघ को उपलब्ध करवाये जाने वाले वाहन का टैक्स, इन्श्योरेंस एवं फिटनेस संबंधि समस्त औपचारिकताएँ पूर्ण होनी चाहिए। वाहन का सम्पूर्ण बीमा वाहन में बैठने वाली सवारियों सहित होना चाहिए।
32. ठेके के दौरान वाहन खाली समय में किसी अन्य कार्य में उपयोग नहीं लिया जा सकेगा तथा ठेका अवधि में बिना सूचना वाहन उपलब्ध नहीं कराये जाने की दशा में गुण-दोष के आधार पर न्यूनतम रु. 500/- प्रतिदिन की शर्त आरोपित की जा सकेगी।
33. वाहन चालक को संघ के नियमों का कड़ाई/सख्ताई से पालन करना होगा तथा अधिकारियों के निर्देशों के अनुरूप कार्य करना होगा।
34. किसी भी विवाद की स्थिति में न्यायालय का क्षेत्राधिकार जयपुर स्थित न्यायालय होगा।
35. ठेके की अवधि दो वर्ष तक की होगी जिसे आपसी सहमति पर तीन माह और बढ़ाया जा सकता है तथा पंच निर्णय की स्थिति में अध्यक्ष, दुग्ध संघ, जयपुर का निर्णय मान्य होगा।
36. ठेका अवधि समाप्त के पश्चात् ठेकेदार को बकाया नहीं प्रमाण पत्र तथा इण्डेमिनिटी बॉन्ड प्रस्तुत करने पर अमानत राशि लौटा दी जावेगी।

विशेष शर्तें व नियम

1. निविदा में माँगे गये समस्त वाहन टैक्सी परमिट होने चाहिए।
2. निविदा में वर्णित वाहनों का मॉडल 2016 या बाद का होना चाहिए।
3. वाहन की आर.सी., इन्श्योरेंस परमिट एवं ड्राईवर का लाइसेंस ऑरिजनल सत्यापन हेतु उपलब्ध कराना होगा। प्रत्येक की एक सत्यापित फोटो कॉपी कार्यालय में संबंधित को जमा करवानी होगी।
4. दर स्वीकृति आदेश जारी होने के पश्चात् दस दिवस के अंदर वाहन को सत्यापन हेतु डेयरी के यातायात अनुभाग में लाना होगा।
5. ठेका स्वीकृति आदेश जारी होने के पश्चात् वाहन को संबंधित अधिकारी के अधीन निर्देशानुसार कार्य करना होगा। यात्रा के दौरान संबंधित अधिकारी द्वारा किसी प्रकार की शिकायत करने पर कार्यवाही की जा सकती है एवं उक्त की पुनरावृत्ति करने पर ठेका समाप्ति की कार्यवाही भी की जा सकती है तथा भविष्य में निविदाओं के लिए भी प्रतिबंध कर दिया जावेगा।
6. वाहन की लॉग बुक संबंधित अधिकारी से प्रति यात्रा एवं प्रतिदिन प्रमाणित करवानी होगी तथा इसकी एक प्रति बिल के साथ संलग्न करनी होगी।
7. यात्रा पर जाने से पूर्व तथा लौटने के पश्चात् जयपुर दुग्ध संघ के गेट पर रखे रजिस्टर में किलोमीटर रीडिंग का इन्द्राज करवाना होगा। पालना नहीं करने पर वाहन को अनुपस्थित माना जाकर शास्ति आरोपित की जावेगी।
8. यदि यात्रा के दौरान मीटर खराब हो जाता है तो सक्षम अधिकारी से प्रमाणित अनुमानित किलोमीटर देय होंगे तथा दो दिवस में मीटर सही कराने की जिम्मेदारी अनुबंधकर्ता की होगी।
9. जयपुर दुग्ध संघ को बी.एम.सी./गुण-नियंत्रण/विभिन्न दुग्ध अवशीतन केन्द्र/ स्थानीय बाजार से सामान कय करने/राजस्थान व राजस्थान के बाहर आवश्यकतानुसार अधिकारीयो/ कर्मचारियों को लाने व ले-जाने तथा आवश्यकतानुसार सामान को परिवहन किये जाने हेतु 05 टी.यू.वी/बोलेरो जीप व 01 लोडिंग जीप की आवश्यकता है। यदि वाहन को जयपुर स्थानीय यात्रा के अलावा अन्य किसी शहर या गाँव में भेजा जाता है तो किसी भी प्रकार का कोई भत्ता जैसे रात्रि विश्राम भत्ता, अन्य भत्ता देय नहीं होगा। वाहन को आवश्यकतानुसार राजस्थान के अतिरिक्त अन्य राज्यों में भी संघ के कार्य से भेजा जा सकता है। इस संबंध में परिवहन विभाग से आवश्यक अनुज्ञा-पत्र प्राप्त करने की समस्त जिम्मेदारी अनुबंधकर्ता की होगी।
10. ठेकेदार यह सुनिश्चित करें कि वाहन सुरक्षित एवं निर्बाध प्रतिदिन यात्रा करने में सक्षम तथा वाहन में आवश्यक मात्रा में डीजल / ऑयल उपलब्ध है। संघ द्वारा डीजल पुनःभरण हेतु डीजल/ऑयल नहीं दिया जावेगा।
11. किलोमीटर की गणना डेयरी गेट को केन्द्र बिंदू मानकर की जावेगी।
12. निविदादाता अनुबंध होने के पश्चात् टैक्सी वाहन पर केवल योग्य चालक लाइसेंस धारक कर्मचारी ही रखेगा। यदि कार्य करते समय वाहन दुर्घटना हो जाती है या उसके कर्मचारी को कोई चोट लग जाती है तो उसका पूर्ण उत्तरदायित्व निविदादाता का होगा। इसकी लिखित सूचना निविदादाता द्वारा 24 घण्टों में जयपुर डेयरी को देनी होगी।
13. यदि यात्रा के दौरान वाहन रास्तों में खराब हो जाता है तो ठेकेदार को वैकल्पिक व्यवस्था तुरंत करनी होगी अन्यथा उक्त यात्रा के पेटे किसी प्रकार का कोई भुगतान नहीं दिया जावेगा तथा वैकल्पिक व्यवस्था संघ द्वारा करने पर अंतर राशि वसूली जावेगी।
14. यदि किसी दिन वाहन खराब हो जाता है या किसी भी कारण से वाहन उपलब्ध नहीं करवाया जाता है तो उस दिन के लिए रु. 500/- प्रतिदिन की दर से शास्ति आरोपित की जावेगी तथा आपातकालीन उपयोग में लिए गए वाहन के भुगतान के अंतर की राशि वसूली जावेगी।
15. प्रबंध संचालक को अनुबंधित किसी भी वाहन के मॉडल, रंग अथवा क्षमता में परिवर्तन करने का अधिकार होगा।
16. आयकर व टैक्स जो इस ठेके से संबंधित ठेकेदार को ही वहन करने होंगे। ठेकेदार का अपना आयकर का पैन नं. अनिवार्य रूप से देना होगा।
17. निविदादाता द्वारा दी गयी सेवाओं का भुगतान मासिक किया जावेगा। माह की समाप्ति पर अनुबंधनकर्ता बिल तीन प्रतियों में जयपुर डेयरी को प्रस्तुत करेगा। भुगतान के लिए लॉग बुक प्रस्तुत करनी होगी।
18. अकैक्षण के दौरान यदि निविदादाता के विरुद्ध किसी प्रकार की बकाया निकाली जाती है तो इसकी क्षतिपूर्ति उसके द्वारा की जावेगी। नहीं किये जाने की दशा में विभाग के पास उपलब्ध राशि प्रतिभूति/धरोहर राशि से समायोजित की जावेगी।

- 19.स्थानीय नियमों जिसमें श्रमिक कानून भी सम्मिलित है, की पालना का उत्तरदायित्व निविदादाता का होगा।
20. All disputes and differences arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration & Conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties.
21. Appeals:-First appellate authority - Chairman, JZDUSS
Second appellate authority - Managing Director, RCDF
Procedure for appeal is mention at Annexure "A"
- 22.डीजल की दरों में बढ़ोतरी / घटोतरी होने पर वाहन के प्रति लीटर खपत के आधार पर 15 कि.मी. प्रति लीटर के औसत को आधार मानकर दरों में बढ़ोतरी/घटोतरी की जावेगी।
- 23.विभाग द्वारा वांछित सभी अभिलेख निविदादाता को संघारित करने होंगे।
- 24.अनुबंधित अनुभाग को राजकीय अवकाश सहित को आवश्यकतानुसार किसी भी समय निर्दिष्ट स्थान एवं समय पर तुरंत वाहन उपलब्ध करवाना होगा।
- 25.अनुबंधित वाहन 24 घण्टे विभाग के नियंत्रण में रखना होगा।
- 26.वाहन विभाग को उपलब्ध करवाते समय सही एवं चालू हालत में होनी चाहिए। वाहन में डीजल/ऑयल पूर्ण होना चाहिए। किसी भी प्रकार की कोई तकनीकी खराबी होने पर वाहन को विभाग द्वारा उपयोग में नहीं लिया जावेगा। ऐसे में किसी भी प्रकार के भुगतान के लिए विभाग उत्तरदायी नहीं होगा।
- 27.वाहन की लॉग बुक विभाग द्वारा निर्देशित प्रपत्र में रखी जानी होगी। लॉग बुक तीन प्रतियों में तैयार की जानी होगी।
28. 1. निविदादाता को दर समस्त कर (जी.एस.टी), रोड़ टैक्स, सवारी टैक्स इत्यादि शामिल कर प्रस्तुत करनी है। राजस्थान सीमा के अतिरिक्त अन्य राज्य सीमा में वाहन के परमिट, टैक्स इत्यादि निविदादाता को जमा कराना होगा।
2. निविदादाता को टेल टैक्स का पुर्नभरण, भुगतान के पश्चात् संबंधित अधिकारी से सत्यापित करवाकर, वाहन नंबर अंकित होने के पश्चात् ही किया जावेगा।
- 29.वाहन मय ड्राईवर प्रातः 8.00 बजे से सांय 8.00 बजे तक संबंधित अनुभाग में उपलब्ध करवानी होगी। वाहन कभी भी किसी भी समय पर संघ कार्यालय में बुलाया जा सकता है। वाहन प्रस्तुत नहीं होने पर प्रबंध संचालक महोदय के निर्देशानुसार शास्ति लगायी जावेगी एवं कार्य के लिए संघ द्वारा वाहन की व्यवस्था करने पर अंतर राशि का भुगतान परिवहन बिल से काटा जावेगा।

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 to for **Hiring of Bolero/TUV, Loading Jeep at Jaipur Dairy**. in accordance with your Bid Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as e-procurement portal i.e. <http://eproc.rajasthan.gov.in>

We hereby declare that:

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

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

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

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

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

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

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

We remain,
Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2
BIDDER'S ORGANIZATION AND EXPERIENCE

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

A - Bidder's Organization

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

- Phone no. _____ Mobile no. _____
Fax No. _____ Email address _____
- 2 Addressed to : JAIPUR DAIRY,
Near Dainik Bhaskar office,
KM Munshi Marg,
JAIPUR-15

3. Registration Number (Enclose copy)
Type of Vehicle.....Model.....Road Tax Certificate.....

- 4 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).

- 5 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).

- 6 Earlier experience in this field (if any) : Enclose the document/s.

- 7 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)
- 8 Bid Security details:
DD no. dated...../...../2019
Issued by Bank..... Branch..... (DD should be in favour of JZDUSS LTD., Ltd., Jaipur,
payable at Jaipur). No interest will be payable on bid-security
- 9 . RISL Fee Details:
Rs..... DD no..... date.....
Name of the Bank..... Branch.....
(The DD should be in favour of M.D., RISL, Jaipur payable at Jaipur)

- 10 (a) PAN Card / No.....(Attach attested Photocopy)

(b) GST No. (Attach attested Photocopy)

- 11 Details of the Bankers:
Account:.....

Name..... Branch

- District..... State IFSC Code.....

B - Bidder's Experience (IF ANY)

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

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 Pest control Services. 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

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 the **Hiring of Bolero/TUV, Loading Jeep at Jaipur Dairy.**

In response to their Bid/Tender No..... Dated we hereby declare **under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;**

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

Date:

Place:

Signature of Bidder

Name :

Designation:

Address:

FORM TECH-5

POWER OF ATTORNEY

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and 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 **Hiring of Bolero/TUV, Loading Jeep at Jaipur Dairy**. 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 श्रीपता.....
.....(फर्म के नाम से निविदा भरने की स्थिति में यह शपथ पत्र फर्म के प्रोपराइटर/सभी पार्टनर/सभी डायरेक्टर द्वारा भरा जावेगा) सशपथ घोषणा करता हूं कि

1. मैं/हमारे द्वारा जयपुर संघ अथवा संघ के अधिकारियों / कर्मचारियों के विरुद्ध (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं है ।
2. जयपुर संघ द्वारा मेरे/हमारे के विरुद्ध किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं है ।
3. मेरा/हमारा पूर्व में संघ द्वारा किसी भी कारण से अयोग्य नहीं किया गया है/निलम्बित नहीं / अनुबंध निरस्त नहीं किया गया है / 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/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 ।

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

1. Whereas the approved Bidder has agreed with JZDUSSL for **Hiring of Bolero/TUV, Loading Jeep at Jaipur Dairy** & all those articles set forth in the LOI/LOA/work order issued vide No. _____ dated _____ and in the manner set forth in the aforesaid order.
2. And whereas the approved Bidder has deposited a sum of Rs. _____ in form of Bank Guarantee as Performance security from any scheduled Bank approved by RBI for the due performance of the agreement. The validity of Bank Guarantee must be 12 months from successful commissioning **Hiring of Bolero/TUV, Loading Jeep at Jaipur Dairy** in the prescribed format of JZDUSSL LTD.
3. And whereas the approved Bidder has agreed:
 - (i) to keep the performance security with the JZDUSSL in form of Bank Guarantee for three month from successful commissioning so as to cover the period of performance of contract/equipment as per the LOI / LOA / work order.
 - (ii) That no interest shall be paid by the JZDUSSL 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 JZDUSSL.

NOW THESE PRESENT WITNESS

1. In consideration of the payment to be made by the JZDUSSL 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 JZDUSSL will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
3. That all the terms and conditions of the Bid/Tender Form including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder .
4. The supplier will supply the tendered items within six week period from the date of placement of the order by the JZDUSSL or as settled with the tenderer or as provided in the acceptance of tender. In case supplier fails to supply and deliver the tendered item within the prescribed time as mentioned in the order, the JZDUSSL reserves the right to effect risk purchases from other source on the supplier's risk and cost. JZDUSSL also reserves the absolute right as to the method adopted for affecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/security deposit lying with JZDUSSL notwithstanding whether such amount(s) pertain to current and/or previous contract(s).
5. In case risk purchases are not effected for any reasons and approved supplier supplies the services beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the JZDUSSL such late receipt of services shall be subject to late penalty at following rates :-
 - a) If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will be imposed.
 - b) If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
 - c) If the delay is more than two weeks but less than three weeks, penalty @ 3% will be imposed.
 - d) If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
 - e) However, in case of persistent delay in the supply of material by the tenderer, the work order may be cancelled and bid security will be forfeited by the JMU.

The Jaipur Milk Unions reserves the right to reject the supplied services or to accept the related supplies if it so desire by imposing deduction to a maximum of 5% in case of delays beyond one month as stipulated above. The JMU further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.

6. The mode of payment will be as specified in the Bid documents. Work shall be effected and completed in the manner and time specified in the LOA/work order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/work order, the conditions of liquidated damages and penalty those for late completion of work as stipulated in the aforesaid work order/contract shall be enforced.
If the Bidder considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited , to extend the period of delivery. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, after considering the reasons and justifications, may extend the period with or without liquidated damages.
7. **Amicable Settlement**
The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.
8. All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties.

9. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Jaipur.

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

SIGNATURE OF THE
APPROVED SUPPLIER:

SIGNATURE FOR AND ON
BEHALF OF JZDUSSL:

Witness No.1

Witness No.1

Signature : _____

Signature: _____

Name : _____

Name : _____

Address : _____

Address : _____

Witness No.2

Witness No.2

Signature : _____

Signature : _____

Name : _____

Name : _____

Address : _____

Address : _____