

जयपुर डेयरी

## ई– निविदा प्रपत्र

E-TENDER FORM FOR DISTRIBUTION OF MILK & ALL OTHER FRESH MILK PRODUCTS TO VARIOUS POINTS ON RURAL AREAS AS PER APPENDIX.

## एकल चरण – दो भाग निविदा

## जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0

गान्धी नगर, रेल्वे स्टेशन के पास, जयपुर–302015 वेबसाईट–<u>www.jaipurdairy.com</u> ईमेल**: j<u>aipurdairy@jaipurdairy.com</u>** PhoneNo.0141-2713666-69 Fax. No.0141-2711075 GST No.08AAAAJ0767G1ZR

> SIGNATURE OF THE TENDERER WITHOFFICESEAL&DATE

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## E-TENDER FORM FOR DISTRIBUTION OF MILK & ALL OTHER FRESH MILK PRODUCTS TO VARIOUS POINTS ON RURAL AREAS AS PER APPENDIX.

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### E-TENDER FORM FOR DISTRIBUTION OF MILK & ALL OTHER FRESH MILK PRODUCTS TO VARIOUS POINTS ON RURAL AREAS AS PER APPENDIX.

### PART -I PRE-QUALIFICATION BID (TECHNICAL BID)

Р	н	о т	0	
Colour Photograph of Prop Partnership firm, and auth	•	*		ised Partners in case o
Name 9 Addama (Didda	_			
• Name & Address of Bidder				
• E-mail ID:		wobile No		
• (A)- Tender Form Fee	F	Rs	D.D.No	Date
(In Favour of JZUSS	S Ltd.)			
(B)- Tender Processing Fee	e F	Rs	D.D.No	Date
(B)- Tender Processing Fee (In Fayour of MDRIS		Rs	D.D.No	Date
(In Favour of MDRIS	SL)			Date
	SL)			Date
(In Favour of MDRIS	SL) on on Rs. 5	0/- Stamp p		

### 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/Biddocument.
- 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/Biddocument.

### Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Near Gandhi Nagar Railway Station, Jaipur PABX No. : 91-0141-2713666-69 (4 Lines) , Sales :91-0141-2713670 Fax No. : 0141-2711075, MANAGER (PLANT): 0141-2711583 E-Mail :jaipurdairy@jaipurdairy.com Website : <u>http://www.jaipurdairy.com</u>

### TENDER TITLE

### **Critical Dates**

S.No	Particulars	Date
1.	Date & time of uploading tender document by Jaipur Dairy.	14/11/2024 at 04:00 PM
2.	Date from which Bidding Document will be provided from the web-site of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited i.e. <u>www.jaipurdairy.com</u> or can be downloaded from e-procurement or State Public ProcurementPortal	14/11/2024 From 04:00 PM
3.	Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur	21/11/2024 From 02:00 PM
4.	Last time and date upto which Bids can be submitted/ uploaded on e- procurement website	05/12/2024 up to 04:00 PM
5.	Last date & time for submission of fees following in original and physical form:	
i.)	Bid-security: Rs. 1,10,000/- by DD / banker cheque / pay order per area BG in name of JZDUSSLtd., Jaipur	05/12/2024 up to 04:30 PM
ii.)	Tender document fee: Rs. 1,000/- by DD / banker cheque / pay order (CTS only) in name of JZDUSSLtd., Jaipur	
iii.)	RISL Processing fee: Rs. 2,500/- by DD / banker cheque / pay order (CTS only) in name of MD, RISL., Jaipur	
6.	Time and date of opening of Technical Bid	06/12/2024 at 4:00 PM
7.	Time and date of opening of Financial Bid	To be informed later
8.	Bid Security Money to be submitted per Area	Rs. 1.10 Lac is to be submitted to Cover the Bid Security deposit of each route/area by applicant.
9.	Period for which rates are invited	Two Year

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### TENDER – FORM

# **Subject:** E-TENDER FORM FOR DISTRIBUTION OF MILK & ALL OTHER FRESH MILK PRODUCTS TO VARIOUS POINTS ON RURAL AREAS AS PER APPENDIX.

1) 2)	Last Date & Time ForSubmission : Date & time for opening of theTender	05/12/2024 till 4.00 PM
	(Technical bidonly):	06/12/2024 at 4.00 PM
3) 4)	Estimated value of Contract: Bid Security MoneyDeposit:	Rs. 15.00 Crore Tender form must be accompanied with of Rs.1,10,000/- (Rs. One Lakh Ten thousand only) per route/area. The Bid security should be in the form of DD/BG in favour of "Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited" without which the tender form will not beconsidered.
5)	TenderFee(non-refundable) : onlyin	Rs. 1,000/- (Rupees one thousand only) by Demand draft/cash Favour of JZDUSS LTD. Ltd., payable at Jaipur.
6)	Tender ProcessingFee(non-refundable) :	Rs. 2,500/- (Rupees Two Thousand Five Hundred only) Demand draft in favour of MD, RISL, payable at Jaipur.

7) The complete Bidding Document including the Conditions of Contract, Evaluation and Qualification Criteria, Terms of Reference, Bidding Forms, Procedure of Bidding etc. can be seen at<u>www.jaipurdairy.com</u>. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal,<u>http://sppp.rajajasthan.gov.in</u>and website of eprocurement<u>http://eproc.rajasthan.gov.in</u>and the price of Bidding Document, Bid Security/ Bid Securing Declaration, as applicable and Processing Fee, the scan copy of these documents must be uploaded one-procurement.

The original Demand draft/ Banker's cheque/ Bank Guarantee in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur after last time and date of Bid submission and before Time and date of opening of technical Bid, or as specified in Bid Document, failing in which the bid shall be rejected.

- The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited is not bound to accept the successful Bid and may reject any or all Bids without assigning any reasonthereof.
- 9) For any query regarding the tender. The bidder can contact with Incharge Marketing.

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Near Gandhi Nagar Railway Station, Jaipur PABX No.: 91-0141-2713666-69 (4 Lines), Sales : 91-0141-2713670 Fax No.: 0141-2711075, MANAGER (PLANT): 0141-2711583

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

No. JZDUSS / Sale / F 9() /2024/

/11/2024 Date:

## निविदा / ई—निविदा / पंजीकरण—सचना

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Near Gandhi Nagar Railway Station, Jaipur PABX No. : 91-0141-2713666-69 (4 Lines) , Sales :91-0141-2713670 Fax No. : 0141-2711075, MANAGER (PLANT):

0141-2711583

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

30138-40 No. JZDUSS / Sale / F 9( ) /2024/

13/11/2024 Date:

निविदा / ई—निविदा / पंजीकरण—सूचना जयपुर जि.दु उ.स.सं. लि. जयपुर द्वारा जयपुर एवं दीसा ग्रामीण मार्ग पर दूध/छाछ एवं फ्रैश उत्पाद इन्मुलेटेड वाहन द्वारा वितरण करने का कार्य की ई–निविदाएं हेतु. दू बिड (Two Bid System) के अन्तर्गत. डिजीटल हस्ताक्षरयुक्त ई–टेण्डर के माय्यम से ऑनलाईन (इलेक्ट्रोनिक प्रारूप में) दरे वेवसाईट <u>http://eproc.rajasthan.gov.in</u> पर आमंत्रित की जाती है। ई–निविध एव समस्त शतें डाउनलोड करने एवं अपलोड करने की अन्तिम तिथिया एव ईएमडी∕फीस इत्यादि का पूर्ण विवरण http://eproc.rajasthan.gov.in एव www.jajpurdairy.com एव Sppp rajasthan.gov.in पर भी देखा जा सकता है।

Copy To:-

- 1. Incharge (Marketing/P&A)
- 2. Dy.Manager (PR) for publication of NIT in Newspaper & upload Tender form on our wesbsite.

मयन्य जालक

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Near Gandhi Nagar Railway Station, Jaipur PABX No.: 91-0141-2713666-69 (4 Lines), Sales :91-0141-2713670 Fax No.: 0141-2711075, MANAGER (PLANT): 0141-2711583

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

No. JZDUSS / Sale / F 9() /2024/

जयपुर जि.दु.उ.स.सं., लि., जयपुर द्वारा जयपुर एवं दौसा ग्रामीण मार्ग पर दूध / छाछ एवं फ्रैश उत्पाद इन्सुलेटेड वाहन द्वारा वितरण करने का कार्य की ई-निविदाएं हेतु, टू बिड (Two Bid System) के अन्तर्गत, डिजीटल हस्ताक्षरयुक्त ई-टेण्डर के माध्यम से ऑनलाईन (इलेक्ट्रोनिक प्रारूप में) दरें वेवसाईट http://eproc.rajasthan.gov.in पर आमंत्रित की जाती है। 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 एवं Sppp.rajasthan.gov.in पर भी देखा जा सकता है।

निविदा प्रपन्न उपरोक्त वेवसाईट एवं वेवसाईट:www.jaipurdairy.com से भी डाउनलोड किया जा सकता है। निविदा शुल्क 1000/– रुपये प्रति निविदा प्रपत्र एवं Bid security ई–निविदा में बिड सुरक्षा घोषणा इन्द्राजानुसार जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि. के नाम डीडी / बैंकर चैक/पे-ऑर्डर के माध्यम से जयपुर डेयरी कार्यालय में जमा करानी होगी। इसके अतिरिक्त रुपये 2500/- की डीडी/बैंकर चैक MDRISL के नाम (टेण्डर प्रोसेसिंग फीस) जयपर डेयरी कार्यालय में जमा करानी होगी।

क्र. सं.	विवरण	दिनांक / समय
1	दुग्ध संघ द्वारा निविदा–प्रपत्र अपलोड करने की तिथि	14/11/2024 up to 4.00 PM
2	निविदादाता द्वारा निविदा–प्रपत्र अपलोड प्रारम्भ करने की तिथि	14/11/2024 From 4:00 PM
3	प्रबन्धक (विपणन) के कक्ष में निविदा पूर्व की मीटिंग की तिथि	21/11/2024 at 2:00 PM
4	निविदादाता द्वारा निविदा–प्रपत्र अपलोड करने की अन्तिम तिथि	05/12/2024 to 4:00 PM
5	टेण्डर शुल्क / ईएमडी / बिड सुरक्षा घोषणा / टेण्डर प्रोसेसिंग फीस जयपुर डेयरी कार्यालय में जमा कराने की अन्तिम तिथि	$05/12/2024$ up to 4.30 $\ensuremath{PM}$
6	निविदा की प्रिक्वालीफिकेशन बिड खोलने की तिथि	06/12/2024 at 4:00 PM

किसी भी निविदा को आंशिक या पूर्ण रूप से स्वीकार/अस्वीकार करने का सम्पूर्ण अधिकार डेयरी प्रशासन को होगा।

प्रबन्ध संचालक

## 8

SIGNATURE OF THE TENDERER WITHOFFICESEAL&DATE

/11/2024 Date:

## अनुभाग - I Instruction to Bidders

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

- 1. The bidders who are interested in bidding can download tender documents from <u>http:eproc.rajasthan.gov.in</u>
- 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 procureDigitalSignatureCertificate(typeIII)asperInformationTechnologyAct-2000 using which they can Bidders sign their electronic bids. can procure the same fromany CCAapprovedcertifyingagency, i.e. TCS, safecrypt, Ncodeetc. orthey may contacteprocurement Cell. Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital certificate need not procure a new DigitalCertificate.

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 openingoftechnicalbidsandscannedcopyofD.D.shouldalsobeuploadedalongwith the onlinebid.
- 4. Before electronically submitting the tenders, it should be ensured that all the tender papersincludingconditionsofcontractaredigitallysignedbythetenderer.
- 5. The scan copy of tender form, rates & other relevant documents duly signed by Tenderer should be submitted onlineonly.
- 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 "Tollfree, 24X7" E-mail- eproc@rajasthan.gov.in
- 7. TenderForm&handwrittenrateswouldnotbeacceptedinTenderBox,
- 8. Please read carefully the steps of submitting Tenderonline.
- 9. Bidders are also advised to refer "Bidders manual" available under "Downloads" section for further details about the e-tenderingprocess.

### (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 Act] 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 themsalves 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 shall previal.

Grievance Redressal during procurement process

Grievance Redressal Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the Appellate Authority, as specified below:

## Appellate Authority:- 1. Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited 2. MD, RCDF, Jaipur

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

### Filing anappeal

If any Bidder or prospective Bidder is aggrieved about any decision, action or omission of the Procuring Entity, he may file an appeal to Appellate Authority, 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 feelsaggrieved:

Provided that 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.

### (1) 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 ofprocurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter intonegotiations;
- (d) Cancellation of a procurementprocess;
- (e) Applicability of the provisions of confidentiality.

### (2) Form of Appeal

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in theappeal.
- (b) Everyappealshallbeaccompaniedbyanorderappealedagainst,ifany,affidavitverifyingthefactsstatedintheappeal and proof of payment offee.
- (c) Every appeal may be presented to Appellate Authority, in person or through registered post or authorisedrepresentative.

### (3) 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 Authorityconcerned.

### (4) Procedure for disposal of appeals

- (a) The Appellate Authority, upon filing of appeal, shall issue
- noticeaccompaniedbycopyofappeal,affidavitanddocuments,ifany, totherespondentsandfixdate ofhearing.
- (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 thematter.
- (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 ProcurementPortal.

### Annexure FORM No.1 [See rule83]

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

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

Before the ...... (Appellate Authority)

1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) Residentialaddress:

2. Name and address of therespondent(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 isaggrieved:

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

5. Number of affidavits and documents enclosed with theappeal:

6.Grounds of appeal:

(Supported by an affidavit)	
7. Prayer:	
Place	
Date	

Appellant's Signature

## अनुभाग–II (A)

### निविदादाताओं की अर्हता, पात्रता एवं मूल्यांकन की शर्ते

1. बोलीदाता / संवेदक द्वारा विभिन्न पंजीकरण इत्यादि का विवरण निन्नानुसार प्रस्तुतकिया जावेगा :--

क्रम		रजि.	वर्ष	पंजीकरण दिनांक	संलग्नक
संख्या	विवरण	संख्या			
1	वस्तु एवं सेवा कर (GST)				
2	आयकर (पैन नंबर)				
3	राजस्थान दुकान एवं वाणिज्यिक संस्थान				
	अधिनियम 1958				
	या				
	इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत				
	या				
	इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत				
	या				
	बिजनेस रजिस्ट्रेशन नं. (BRN)				
	या				
	उद्योग∕उद्यम आधार नं. (UAN)				

- 2. निविदादाता प्रतिष्ठित उत्पादक/डिस्ट्रीब्यूटर/डीलर/सेवादाता होना चाहिये।
- निविदादाता को निविदा प्रपत्र फीस, आर.आई.एस.एल. प्रोसेसिंग फीस, ई.एम.डी. राशि जमा करवाना आवश्यक है अन्यथा निविदा निरस्त कर दी जावेगी।
- 4. निविदादाता जिन्हे पूर्व में संघ द्वारा किसी भी कारण से अयोग्य किया गया हो/ब्लेक लिस्टेड किया गया है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जिनका संघ के किसी भी अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य से/दुग्ध समितियों के पदाधिकारी वित्तीय सम्बन्ध है वे इस निविदा में भाग नही ले सकते।
- निविदादाता जिनका संघ के संचालक मण्डल के सदस्य/दुग्ध समितियों के पदाधिकारी/अधिकारी / कर्मचारी से रक्त सम्बन्ध है वे इस निविदा में भाग नहीं ले सकते।
- 7. निविदादाता जो दीवालिया / नाबालिक / अस्वस्थ मस्तिष्क के हैं वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता वर्तमान में किसी भी अन्य प्रतिस्पर्धी ब्रांड के कार्यालय / सयंत्र में अनुबंध के अंतर्गत कार्यरत हैं वे इस निविदा में भाग नहीं ले सकते।
- 9. जयपुर दुग्ध संघ में सुरक्षा कार्य के अनुबन्धित ठेकेदार, पशु आहार सयंत्र कालांडेरा के सभी अनुबन्धित ठेकेदार जयपुर दुग्ध संघ के निविदाओं में भाग नही ले सकते।
- 10. वे निविदादाता जिनको निविदा में भाग लेने से सीमित किया जाता है उसके लिये निविदा की विशेष शर्तो में मय सीमित करने का आधार का उल्लेख किया जावेगा।
- 11. निविदादाता द्वारा प्रस्तुत शपथ पत्र में दी गई घोषणा गलत पायें जाने पर धरोहर /सुरक्षा राशि/बैंक गांरटी/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 निविदादाता स्वयं जिम्मेदार रहूंगा ।
- 12. निविदादाता को निविदा से सम्बन्धित सभी शर्ते माननी होगी। निविदादाता द्वारा सशर्त निविदा प्रस्तुत किये जाने पर वह निविदा निरस्त मानी जावेगी।
- 13. निविदादाता को जी.एस.टी. में पंजीकृत व पेन नम्बर का प्रमाण पत्र प्रस्तूत करना होगा।
- 14. निविदादाता के पास फूड सेफ़टी लाईसेन्स होना आवश्यक है।
- 15. निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
- 16. निविदादाता को निविदा प्रपत्र व संलग्न दस्तावेजों के प्रत्येक पृष्ठ पर हस्ताक्षर एवं सील अंकित करनी होगी।
- 17. एम.एस.एम.ई. निविदादाता को किसी भी प्रकार की टेण्डर फार्म राशि ई.एम.डी. / सिक्योरिटी राशि में छूट नहीं दी जावेगी।
- 18. परिवार के सदस्य जिनके निविदा दाता से रक्त सम्बन्ध हैं और जो निविदा दाता पर आश्रित हैं वे निविदा में भाग नहीं ले सकते हैं।
- 19. Security, Piecemeal Contractor, Labour Contractor person blood relation with Empoyee, BOD, RCDF approved Distributor, City milk Distributor, City Fresh Products Distributor and Palour Leaseholeder, Malls/Store Supply Contractor are not eligible to participate.

### Section II: (B)

### **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, Form Tech-7 & Form Tech-8) on Firm Letter Head.
- VII. The Applicant must have PAN number (Upload copy of PAN) GST Registration.
- 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 licence ,issued by FSSAI (Food Safety and standard Authority of India) or Registraition/applied for status to be uploaded.
- X. Upload details of self –owned /proposed vehicles to be used by applicant for distribution along with photocopy of Registration certificates, clear Road Tax, Insurance Fitness, PUC and other current relevant documents or undertaking of new vehicle/vehicle to provided as and when required. Validity of vehicle Registration certificate should be valid for minimum 30 months from commencement of contract.
- XI. Upload scanned and signed copy of all pages/documents of tender form.
- XII. Scanned copy of firm registration as per section II point no. 1, 2 and 3 must be uploaded with tender documents other wise tender will be rejected.
- XIII. Turnover certificate and ITR of Financial Year 2022-23 & 2023-24.
- XIV. Turnover of Financial Year 2022-23 & 2023-24 should be minimum Rs. 10.00 Lacs per year.
- XV. Solvency certificate issued by bank and Net worth certificate issued by CA duly seal and signed (Negative worth will not be considered)
- XVI. Digitally signed scanned copy of tender documents, DDs of Rs. 1000/- for tender documents fee, Rs. 2500/- for e-tender processing fee, DDs of Bid Security Money and other relevant documents as referred below shall be uploaded separately.
- XVII. Address proof of E-Tenderer. ID Proof (Aadhaar Card/Voter ID)
- xviii. Address and details of the other firms in which applicant is Partner/Prop./Director.

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

- 1.
- 2.
- 3.
- 4.
- 5.

XX.

xix. Upload Details of Bankers [Name of Banker] along with bank Statement.

- (A) Existing tenderer who has not cleared previous dues will not be given the work order, till clearance of dues amount.
  - (B) Applicant who Got Black-Listed in Jaipur Dairy/ RCDF Units / Other Unions of RCDF are not eligible for this Tender. .(upload undertaking on Rs. 50/- Stamp)
  - (C) Applicant having any financial transactions with Jaipur Dairy Employees/ Officers/ BOD Members are not eligible for this Tender. In case it is found in future during the currency of Agreement, the tender is liable to be terminated.

XXI. Tech-1, 4, 5, 6,7 &8 must be upload with tender on firm letter head filling all required details.

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 afterwords and tender will be rejected. Only in case of "incomplete" information the copy of that document will be taken afterwords to verify the same.

Applicants should have proper office, telephone, mobile and refrigeration storage facilities and will have to provide vehicles of latest model. The Registration Certificate (R.C.) of the vehicles should be in the name of the applicant and / or Firm. Applicant should own Vehicles proposed to be deployed for distribution and will have to provide mobile phone to each distribution vehicle. In case applicant deposit E.M.D. without enclosing R.C. a maximum time of 15 days may be considered for submitting purchase documents as required above/ new model vehicle. Vehicle already specified for a route / zone shall not be engaged in any other tendered work of Jaipur Dairy. Vehicle already engaged in city/ other supplies shall not be considered for rural supply work.

Applicant must provide E-mail address. All Communication made to e-mail address shall be treated as valid & treated to have received. If party is billing to start work with new vehicle latest modle. Party has to attetch cotation.

## अनुभाग–III(A)

### निविदा की सामान्य शर्तें

- निविदा प्रपत्र दो भागों में है (तकनीकी भाग "अ" एवं वित्तीय भाग "ब") निविदादाता द्वारा दोनों भाग अलग अलग भरे जाने हैं एवं दोनों ही भाग अलग अलग लिफाफों में सीलबंद कर प्रस्तुत करना होगा तथा लिफाफे पर फर्म का नाम इत्यादि विवरण अंकित करना आवश्यक है । ई–टेंडर होने की स्थिति में भाग "अ" तथा भाग "ब" अलग–अलग अपलोड किये जाने हैं।
- 2. निविदादाता द्वारा प्रस्तुत निविदा के भाग ''अ'' के साथ विशेष शर्तो के अनुसार धरोहर राशि (अरनेस्ट मनी), टेंडर फार्म फीस के ड्राफ्ट जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर के नाम संलग्न करनी होगी एवं टेंडर प्रोसेसिंग फीस का ड्राफ्ट MD RISL के नाम जमा करवाना होगा। जिसके अभाव में निविदा निरस्त मानी जावेगी। सफल निविदादाता की धरोहर राशि सुरक्षा राशि के पेटे समामेलित कर दी जावेगी। ई—टेंडर होने की स्थिति में धरोहर राशि, टेंडर फार्म फीस एवं टेंडर प्रोसेसिंग फीस का ड्राफ्ट आप RISL के नाम जमा करवाना होगा। जिसके अभाव में निविदा निरस्त मानी जावेगी। सफल निविदादाता की धरोहर राशि सुरक्षा राशि के पेटे समामेलित कर दी जावेगी। ई—टेंडर होने की स्थिति में धरोहर राशि, टेंडर फार्म फीस एवं टेंडर प्रोसेसिंग फीस के ड्राफ्ट की स्केन की हुई कॉपी भाग ''अ'' के साथ अपलोड की जानी है तथा मूल ड्राफ्ट इस कार्यालय में दिये गये निर्देशों के अनुसार जमा करानी आवश्यक है।
- 3. असफल निविदिादाताओं को निविदा प्रक्रिया पूर्ण होते ही उनकी धरोहर राशि लौटा दी जावेगी।
- 4. धरोहर राशि निम्न कारणों से जब्त की जायेगी :--
  - 1. यदि निविदादाता निविदा खुलने के पश्चात अपनी निविदा वापस लेता है या परिवर्तन करता है ।

2. यदि निविदादाता दर स्वीकृति पत्र में दिये गये समय के अंदर सुरक्षा राशि एवं अनुबन्ध नहीं करता है। नोट : यदि उक्त कारण से निविदादाता की धरोहर राशि जब्त की जाती है तो वह पार्टी भविष्य में संघ में किसी भी निविदा प्रकिया में भाग नहीं ले सकेगी। ऐसे निविदादाता जिनकी धरोहर राशि पूर्व मे जब्त की जा चुकी है वे इस निविदा मे भाग लेने के लिये अयोग्य होंगे।

- 5. भाग "अ" के साथ सभी प्रकार के दस्तावेज इत्यादि संलग्न / अपलोड किये जाने आवश्यक है। कोई भी आवश्यक दस्तावेज नहीं होने की स्थिति में निविदा अस्वीकृत कर दी जावेगी। भाग "ब" के लिफाफे में सिर्फ वित्तीय भाग ही होना चाहिए।
- 6. सफल निविदादाता को (विशेष शर्तो के अनुसार, यदि आवश्यक हो तो) बैंक गारन्टी दिया जाना अनिवार्य हैं, जो कि अनुबन्ध समाप्ति की अवधि के छः माह पश्चात तक की होना अनिवार्य हैं ।
- 7. अनुबंध की अवधि को संतोषजनक कार्य होने की स्थिति में तीन माह के लिए उन्हीं शर्तो पर बढायी जा सकती है।
- 8. अनुबन्ध हस्ताक्षरित करने से पूर्व विशेष शर्तों के अनुसार सिक्यूरिटी के रूप में वांछित राशि जमा करानी होगी जिस पर कोई ब्याज देय नहीं होगा। सुरक्षित राशि अनुबन्धित कार्यावधि सफलतापूर्वक समाप्ति के पश्चात निम्न शर्तें पूरी हो जाने के उपरान्त चैक से लौटाई जा सकेगी :--
  - (अ) निविदादाता को अनुबन्ध समाप्ति उपरान्त एक इण्डेमनिटी बाण्ड सौ रूपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर हस्ताक्षर करने पर।
  - (ब) सभी सम्बन्धित अनुभागों से बकाया नहीं प्रमाण पत्र प्रस्तुत करने पर ।
  - . (स) श्रमिक अधिनियमों के अन्तर्गत भविष्य निधि, राज्य कर्मचारी बीमा नियम में जमा का प्रमाण पत्र प्रस्तुत करने पर (यदि आवश्यक हो तो)।
  - (द) कान्ट्रेक्ट लेबर अबोलिशन एक्ट के अधीन श्रमिकों के उपस्थिति, वेतन भुगतान भविष्य निधि योजना व जमा राशि इत्यादि की औपचारिकतायें पूरी किये जाने के सम्बन्ध में निर्धारित प्रपत्रों, पंजिकाओं मे रिकार्ड संधारण किये जावेगें तथा आवश्यकता पर प्रतियॉ प्रस्तुत करनी होगी।(यदि आवश्यक हो तो)।
  - (य) सभी वैधानिक आवश्यकताये मय आयकर ⁄ टैक्स (यदि हो तो) व अन्य टैक्स नियमानुसार जमा करवाने की प्रक्रिया पूरी करनी होगी। अनुबंधकर्ता द्वारा टेक्स जमा कराने सम्बन्धी दस्तावेज की प्रतिलिपि (यदि आवश्यक हो तो) प्रस्तुत करनी होगी।
- 9. निविदा प्रपन्न के विशेष शर्ता में कार्य सम्बन्धी समस्त विवरण व शर्तों का विवरण दिया गया है। निविदादाता को इनके प्रत्येक पृष्ठ पर अपने हस्ताक्षर अंकित करके चाहे गये समस्त दस्तावेजों को स्वंय सत्यापित फोटो प्रति तथा

अमानत राशि का ड्राफ्ट संलग्न करते हुये पृथक रूप से एक मोहरबन्द लिफाफे में जिस पर निविदा कार्य का नाम व **''भाग अ''** अंकित करना होगा। ई—टेंडर होने की स्थिति में भाग अ तथा भाग ब अलग अलग अपलोड किये जाने हैं।

- 10. निविदा प्रपत्र का भाग "ब" में निविदादाता द्वारा दी जाने वाली दर भरी जानी है तथा इस दर के प्रपत्र को एक पृथक मोहरबन्द लिफाफे में जिस पर कार्य का नाम व भाग "ब " अंकित हो प्रस्तुत की जानी है। ई—टेंडर होने की स्थिति में भाग "ब "निर्धारित प्रपत्र में अलग अपलोड किया जाना हैं
- 11. उपरोक्त दोनों मोहरबन्द लिफाफे को एक अन्य लिफाफे में मोहरबन्द करके उस पर कार्य विवरण व निविदा खुलने की तारीख अंकित करते हुये निर्धारित अवधि से पूर्व प्रस्तुत किया जाना आवश्यक है। यह सिर्फ उन निविदाओं के लिए लागू होगा जिसमें ई–निविदा नहीं भरी जानी है।
- 12. निविदादाता द्वारा सम्बन्धित कार्य के लिये प्रस्तुत की जाने वाली निविदा के भाग "अ" में चाही गई वांछित सूचनाएें एवं दस्तावेजों व निर्धारित ई.एम.डी. (अमानत राशि) जमा होने के आधार पर योग्य पाये जाने वाले निविदादाताओं की निविदाओं के सम्बन्धित भाग "ब" को खोला जावेगा।
- 13. निविदादाता द्वारा प्रस्तुत निविदा पत्र के भाग ''अ'' में किसी भी अपूर्ण सूचना अथवा सम्बन्धित दस्तावेजों की सत्यापित प्रति या ई.एम.डी. (अमानत राशि) के अभाव में अयोग्य घोषित किये जाने पर उनके द्वारा प्रस्तुत भाग ''ब'' पर विचार नही किया जावेगा।
- 14. निविदा पत्र के भाग "ब" में सम्बन्धित कार्य हेतु निविदादाता द्वारा प्रस्तुत दरो का उल्लेख अंको एवं शब्दों में स्पष्ट रूप से अंकित करना आवश्यक होगा। किसी प्रकार की ओवरराईटिंग पर सूक्ष्म हस्ताक्षर करना होगा । किसी संशय की स्थिति में शब्दों में लिखी राशि को ही मान्य किया जावेगा। ई—टेंडर होने की स्थिति में दरें निर्धारित प्रपत्र में ही भरी जानी है।
- 15. सफल निविदादाता को जयपुर दुग्ध संघ का नोमिनल सदस्य बनना आवश्यक है।
- 16. किसी प्रकार की शर्त जोड़ने एवं हटाने का अधिकार निविदादाता को नहीं होगा।
- 17. निविदादाता को निविदा पत्र के समस्त पृष्ठों पर हस्ताक्षर करना आवश्यक होगा। ई–टेंडर होने की स्थिति में प्रत्येक पृष्ठ पर हस्ताक्षर कर अपलोड किया जाना होगा।
- 18. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय में निहित रहेगा।
- 19. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबन्धकर्ता को इस कार्यालय में सूचित करना आवश्यक है। परन्तु यह परिवर्तन किसी भी पूर्व पार्टनर को अनुबंध के दायित्व से मुक्त नहीं करेंगीं। परिवर्तन के पश्चात भी अनुबंधकर्ता फर्म अनुबंध की शर्तों से बंधी हुई रहेंगी।
- 20. आषय पत्र (LOI) देने के <u>30</u> दिवस के अन्दर समस्त औपचारिकतायें पूर्ण कर कार्य प्रारम्भ करना होगा। जिसके अभाव में आषय पत्र (LOI) निरस्त कर <u>अमानत</u> राशि जब्त की जा सकेगी।
- 21. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा।
- 22. निर्धारित अवधि के बाद प्रस्तुत / अपलोड किये गये निविदा प्रपन्न पर विचार नहीं किया जावेगा।
- 23. निविदायें सीलबन्द लिफाफे में प्रकाशित निविदा सूचना एवं ठेके की शर्तों के अनुसार निर्धारित समय में संलग्न प्रार्थना पत्र में अपना पूरा स्थायी पता व पत्र व्यवहार करने का पता टेलीफोन नम्बर अपना ई—मेल पता इत्यादि बिना किसी अधिलेखन (OVER WRITING) के प्रविष्टियाँ पूर्ण कर प्रत्येक पृष्ठ पर इस आशय के साथ कि मैने प्रत्येक शर्त को पढ लिया है व समझ लिया है अपने हस्ताक्षर कर जमा कराना होगा। निविदादाता/अनुबंधकर्ता को कोई भी सूचना उसके ई—मेल के पते पर प्रेषित की जा सकती है। ई—मेल पर भेजी गई सूचना निविदादाता/अनुबंधकर्ता को उसी दिन प्राप्त हुई मानी जावेगी।
- 24. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं, जंहा विशेष शर्तो के अनुसार अनुभव प्रमाण पत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है।
- 25. यदि कोई निविदादाता द्वारा कोई तथ्य छुपाया जाता है जोकि अनुबन्ध अवधि में सामने आता है तो अनुबंध निरस्त कर धरोहर राशि/सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान जब्त कर लिया जावेगा।

- 26. व्यवस्था में परिवर्तन होने पर एवं उपभोक्ताओं के हित में अनुबंध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा।
- 27. संघ हित में विशेष परिस्थिति उत्पन्न होने पर अनुबन्ध की शर्तों में कोई शर्त जोड़ी या घटाई जा सकती है।
- 28. अनुबंध की अवधि अनुबंन्धित कार्य प्रारम्भ करने के दिन, जिसकी गणना अनुबन्ध में वर्णित समस्त शर्तो को नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध हस्ताक्षरित किये जाने के उपरान्त कार्य आवंटन दिनांक से की जावेगी। नॉन ज्यूडिशियल स्टाम्प पेपर की कीमत राज्य सरकार द्वारा जारी परिपत्र केप्रावधान के अनुसार होगी।
- 29. मोहरबन्द निविदा निर्धारित तिथि व समय पर जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर के कार्यालय में खोली जावेगी व उस समय निवेदक स्वयं या उसका अधिकृत प्रतिनिधि को उपस्थित रहने हेतु इजाजत होगी। ऐसा इसलिये भी आवश्यक है कि उस दिन आवश्यक होने पर निविदा दरों पर नेगोशियेशन भी हो सकता हैं। ई–टेंडर होने की स्थिति में निर्धारित तिथी एवं समय पर निविदाएं डाउनलोड की जावेगी।
- 30. निविदादाताओं द्वारा प्रेषित की गई दरें जयपुर दुग्ध संघ प्रशासन के पास विचार कर नियमानुसार स्वीकार करने के लिये निविदा खुलने की तिथि से तीन माह तक खुला रखना होगा।
- 31. अनुबंधकर्ता द्वारा सम्पादित कराये गये कार्य का विवरण के समय निर्धारित प्रपत्र में भुगतान हेतु बिल अनुभाग अधिकारी द्वारा प्रमाणीकरण करवाकर कार्यालय में कार्य पूरा होने अथवा प्रत्येक माह की समाप्ति पर माह की पांच तारीख तक प्रस्तुत किया जायेगा। अनुबंधकर्ता द्वारा प्रस्तुत बिल में से नियमानुसार कटौती की जावेगी।
- 32. अनुबन्धकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विवाद अधिनियम, कांट्रेक्ट लेबर एक्ट 1970, आयकर अधिनियम, कर्मचारी भविष्य निधि अधिनियम, राज्य कर्मचारी राज्य बीमा अधिनियम, बाल श्रमिक रोकथाम एवं रेग्युलेशन एक्ट 1986 एवं आईएसओ 22000 के सिद्वान्तों की अनुपालना स्वंय को करनी होगी।
- 33. अनुबंधकर्ता को अपने प्रत्येक कर्मकार के लिये रू० 05 लाख बीमित मूल्य का कैश एवं दुर्घटना बीमा करवाना अनिवार्य है। कार्य के दौरान कर्मकार के साथ किसी भी प्रकार की दुर्घटना होने पर समस्त कार्यवाही करने का दायित्व अनुंबधकर्ता का होगा।
- 34. अनुबंधकर्ता को अपने कर्मकारों का स्वास्थ्य परीक्षण प्रत्येक 06 माह में करवाना आवश्यक है एवं सम्बन्धित रिकार्ड संस्था में देना होगा ।
- 35. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर / कर्मकार की तरह कार्य नहीं करेगा।
- 36. कार्य स्थल पर अनुबंधकर्ता अथवा उसका सुपरवाईजर कार्य के दौरान उपस्थित होना चाहिए।
- 37. अनुबन्धकर्ता को कोई भी शर्त जोडने अथवा हटाने या परिवर्तन करने का अधिकार नहीं होगा । अनुबंधकर्ता द्वारा किसी भी शर्त के उल्लंघन करने पर शास्ति आरोपित करने अथवा बिना किसी नोटिस या कारण बताये अनुबंध समाप्त करने का अधिकार दुग्ध संघ, जयपुर के प्रशासन का होगा।
- 38. प्रबन्ध निर्देशानुसार कार्य सम्पादित करवाने हेतु अनुबंधकर्ता को स्वयं या उसके द्वारा नियुक्त प्रतिनिधि/पर्यवेक्षक के माध्यम से सम्बन्धित अनुभाग अधिकारी से अनिवार्य रूप से प्रतिदिन प्रति पारी सम्पर्क स्थापित करना होगा एवं आपात स्थिति में सम्पर्क स्थापित करने हेतु अनुबंधकर्ता या उसके प्रतिनिधि की उपलब्धता के सम्बन्ध में भी प्रबन्ध को अवगत कराना होगा।
- 39. Appeals:-Appellate authority- (i) Chairman, JZDUSS Ltd.(ii) MD, RCDF, Jaipur

Procedure for appeal is mention at Section "I"

- 40. सम्बन्धित अनुबंधकर्ता से अनुबन्ध अवधि में जो भी सूचना या दस्तावेज इस संघ द्वारा मांगे जावेगें वे निश्चित अवधि में उपलब्ध करवाने आवश्यक होगें यदि अनुबन्धकर्ता के द्वारा दस्तावेज / सूचना नही दी जाती है तो अनुबन्ध की शर्तो की अवहेलना माना जावेगा तथा प्रबन्धन इस अनियमिता के लिये अनुबन्धकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबन्ध भी निरस्त किया जा सकेगा ।
- 41. अनुबंध अवधि के दौरान कार्य अंसतोषजनक होने पर प्रशासन द्वारा अनुबंध निरस्त किया जा सकता है । इस स्थिति में अनुबंधकर्ता की सुरक्षा राशि / बैंक गांरटी एवं अन्य देय भुगतान भी जब्त किये जावेगें ।

- 42. अनुबन्ध अवधि के दौरान अनुबन्धित अनुबंधकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती हैं तो अनुबन्धकर्ता को बकाया नहीं प्रमाण पत्र एवं धरोहर राशि व अन्य कोई राशि वांछित सूचना उपलब्ध करवाने तक नहीं दी जावेगी। अनुबन्ध अवधि समाप्त हो जाने के पश्चात किसी भी अधिकार के अन्तर्गत यदि कोई सूचना वांछित होती है तो वह सूचना अनुबन्धकर्ता द्वारा उपलब्ध करवाया जाना आवश्यक होगा ।
- 43. निविदा प्रपत्र की सभी शर्तें अनुबन्ध का हिस्सा होंगी।
- 44. यदि राज्य / केन्द्र सरकार द्वारा सर्विस टैक्स व अन्य कोई नया कर निविदा के पश्चात निर्धारित किया जाता है तो उसका भुगतान देय दरों के अतिरिक्त होगा।
- 45. Note 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 <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a> Therefore, the Bidders are adviced 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 shall prevail.
- 46. अनुभाग–II(A) की निविदाताओं की पात्रता की शर्त संख्या 9 एवं 19 में निविदा दाताओं को सीमित करने के आधार निम्नानुसार वर्णित हैं :--
  - A. एक ही ठेकेदार द्वारा समस्त कार्यों का ठेका लेने की संभावना बढ़ जायेगी व किसी भी समय उसके द्वारा कार्य रोके जाने पर पूरी डेयरी का कार्य / सिटी सप्लाई बाधित हो सकती है। इस प्रकार की घटना पूर्व में भी जयपुर डेयरी में घटित हो चुकी है।
  - B. सुरक्षा व्यवस्था में कार्यरत ठेकेदार यदि अन्य कार्यों का भी ठेका ले लेता है तो उसी के कर्मकार सयंत्र के अंदर–बाहर आते जाते रहेंगे। ऐसे में ये किसी भी प्रकार की चोरी/अनियमितता होने पर संघ के उच्चाधिकारियों को रिपोर्ट नहीं करेंगे एवं कार्य में पारदर्शिता नहीं रहेगी।
  - C. एक ही ठेकेदार यदि समस्त कार्य का ठेका ले लेता है तो यह स्वाभाविक रूप से एकाधिकार व हठधर्मिता प्रदर्शित करेगा।
  - D. यह है कि निविदा में ज्यादा से ज्यादा निविदादाता भाग लेने चाहिए जिससे प्रतिस्पर्धात्मक रूप से दरें प्राप्त हो सकती हैं। ऐसे में दुग्ध संघ में कार्यरत वर्तमान ठेकेदारों के अतिरिक्त बाहर से ज्यादा से ज्यादा फर्मों को भाग लेने हेतु प्रोत्साहन मिलेगा।

उपरोक्त समस्त शर्तें पढ ली हैं व मान्य हैं ।

## Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.

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## अनुभाग—III(B)

# GENERAL TERMS AND CONDITIONS FOR WORK OF RURAL DISTRIBUTION OF MILK, CHHACH AND OTHER FRESH PRODUCTS IN VARIOUS RURAL SUPPLY AREA ON SALE BASIS

- 1. Scope of Work: Jaipur Dairy, Jaipur invites tender in two Bid system for selection of Distributor <u>FOR</u> <u>WORK OF DISTRIBUTION OF MILK &ALL OTHER FRESH MILK PRODUCTS IN</u> <u>VARIOUS RURAL SUPPLY AREA.</u>
- 2. AREA No. (Mention Route name from appendix A of Tender Document for which distributorship is required) AREA No. (1) ......(2)......(3)......(As per appendix)
- 3. Bid security @ Rs. 1,10,000/- PER AREA is to be deposited.
- 4. Deposit security amounting and Bank Guarantee as per appendix (A).
- 5. Pre-Qualification Bid and Price Bid MUST be uploaded online duly super scribing the name / type of bid & Area No. for which distributorship is applied should be submitted on the online, according to the directions given in these terms & conditions attached with Pre-Qualification bid application. Every Applicant shall read carefully the terms and conditions before submitting the application. Only those who qualify in Pre-Qualification bid will be considered for Price bid downloading. Only one representative or an applicant would be allowed to participate at the time of opening of the tender. Milk distributors of JZDUSS, Ltd. jaipur, with whom transaction is being carried on principal-to-principal basis are allowed to participate in the tender. But work will be allotted only in either city and rural.
- 6. (A) For the distribution of milk & chhach and other productes, Jaipur rural Areas, Routes areas, or as per details given in enclosed <u>Appendix "A"</u>. An Applicant can apply for more than one zone but work can be allotted in maximum <u>TWO AREA</u>. To those distributors (City supply / Fresh Product / Rural Supply ) whose work contract has been expired and they are working for extended period can also apply. JZDUSS also reserves the right to vary the distribution work of any supply area. JZDUSS also reserves the right to consider and negotiate with the party for allotment of work for a route for which he has not applied in his application.

(B) In case supply of area increases by 30%, on monthly basis then JZDUSS also has right to create one additional area/route from the related/concerned area for proper distribution and additional vehicle will have to be deployed by the related distributor at no extra cost. Distributor will also have to additionally provide AUTO / Pickup to cover the agencies which normally can't be catered by rural supply vehicles due to congestion as per requirement, if needed. NO additional payment will be given for such work. This work is part & parcel of original tender work & tender approved rate.

- 7. If any successful applicant/bidder have more than one firm then only one firm shall be considered for work allotment.
- 8. The bid is invited for appointing distributor. The distributor so appointed shall be treated/ act as principal. The transaction with distributor is on principal to principal basis.
- 9. The Applicant/Bidder shall invariably furnish **complete address/e-mail address of the premises & telephone No. of his office**, together with full name and address of the person who has been made responsible for day to

day work with the JZDUSS. All actions of such person shall be binding on the applicant. For this proof of address in the form of attested copy of any two that is driving licences/ electricity bill/ voter Id/aadhar/ water bill/ Ration card etc. In case of change of address in future, the applicant shall inform the JZDUSS well in advance. All correspondence shall be made on the given address & shall be treated as served.

- 10. The Distributor shall not assign or sublet the distributorship to any part thereof to any other person / firm / establishment. In case he does so his distributorship shall liable to be terminated without any prior notice.
- 11. The transaction with distributor is on principal to principal basis. All the risk & rewards relating to goods sold has been transferred to distributor, movement milk & other product is delivered by JZDUSS Ltd. to distributor. The various terms & conditions mentioned in this agreement in the subsequent paras are only clarify the responsibilities & cost to be incurred by the distributors.
- 12. No change in the constitution of the firm etc. shall be accepted during the currently agreement.
- 13. The expected distributor margin on sale in terms of per litre to be quoted by the applicant **must be** entered in figures and under no circumstances, it be altered. The expected distributor margin quoted for taking delivery from Jaipur dairy/ Dausa would be considered for finalisation of tender work. The rates in words will be taken as final and true rates. The expected distributor margin on sale is subject to condition that only 50% component of distributor margin will be taken as base to calculate hike in diesel component to arrive at the new distributor margin depending on circumstances.
- 14. **Copy of Bid security / Tender Fees/ Processing fees must be uploaded.** In case of rejection of bids at any level for distributorship, the E.M.D. will be refunded to the applicants within two months of final acceptance. Also, tenderer who do not deposit tender document fee and e-tendering fee before the scheduled date & time will be rejected.
- 15. No interest would be payable on this E.M. Deposit. Request for adjustments of any other amount lying with J.Z.D.U.S.S. Ltd., Jaipur will not be considered.
- 16. The successful applicant / bidder will have to execute an agreement in the prescribed form and deposit cash security and <u>Bank Guarantee (valid for (30 months) 2.5 years)</u> in a prescribed manner as specified in appendix A. The expenses of completing and stamping the agreement as per Govt. norms, shall be borne by the Distributor. No interest would be payable to the successful applicant on the cash security. Agreement stamp duty as per government norms will be applicable.
- 17. Distributor will be solely responsible for all other legal/social obligations regarding fulfilment of the provisions of concerning acts (i.e. Transport Act, ESI / PF/ Food Safety and other Acts) and rules made thereunder 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 LTD, it will be recovered from the distributor's cash security and / or Bank Guarantee. Toll Tax if any will be payable on submission of the original receipt of the Toll Plaza.
- 18. JZDUSS LTD reserves the right to accept any application / bid or reject any one in whole or part without assigning any reason thereof.
- 19. 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.
- 20. All legal proceedings to be instituted by any of the parties (JZDUSS LTD or Distributor) shall have to be lodged in courts situated at Jaipur and NOT elsewhere.
- 21. The decision of the Managing Director, JZDUSS LTD will be FINAL with regard to the interpretation of the meaning of the terms and conditions of the agreement.
- 22. No other conditions except mentioned here in would be entertained

- 23. 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.
- 24. Transaction with distributor is on **principal to principal basis.** However, the various terms as stated in various places of these terms & conditions are mentioned only relating to rules of business and safeguard the interest of consumers ultimately. In the interest of consumer if any modification is required in the terms and conditions of distribution, same can be done by JZDUSS LTD with prior notice of 7 days to distributor and that condition shall be made effective after expiry of stipulated period and will have binding effect on distributor.
- 25. The Distributor shall be liable to reimburse any expenses or losses to JZDUSS LTD caused due to acts of Distributor or his staff after taking delivery of goods for distribution in terms of the agreement.
- 26. JZDUSS LTD reserves the right to forfeit the security / E. M. deposits of the distributor if after submitting the application or after the issuance of work order, one fails to execute the agreement and / or fails to start the work within the stipulated time as per terms and conditions of distributorship.
- 27. Successful Tenderer will have to become nominal member of JZDUSS Ltd. by paying required membership fee (one time for tender period) as per act.
- 28. The distributorship is for the distribution of poly packed milk & chach and any other product manufactured and marketed by JZDUSS LTD/R.C.D.F. on principal to principal basis.
- 29. The distributor will obtain supply of products from the designated place strictly on payment through Account RTGS/NEFT and supply it to various retail points.
- 30. JZDUSS LTD shall fix the M.R.P. of the 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 LTD.
- 31. The distributor shall supply products only in the Area / area assigned to the party and shall endeavour to cover 100% of the authorised / approved outlets including booths/ shops institutions etc. and ensure supply at proper location/Booth through suitable mechanism, if any complaint non delivery receive that will be viewed seriously & if it get repeated then penalty of Rs. 1000/- shall be imposed or termination can be proceed and free to sale to others in his allotted area.
- 32. The Agreement would be for a <u>Period of Two Years</u>, which can further be extended on satisfactory performance as per RTPP Rules on the same terms and conditions.
- 33. The contract period will be counted from the day of start of work or last day of LOI issued period which ever is earlier however party may be late in starting of work.
- 34. Any of the officers authorised by the Managing Director, JZDUSS LTD 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 will be paid to contractor.
- 35. Once the distributor takes delivery of milk from JZDUSS LTD, the responsibility of the JZDUSS LTD shall cease. The entire risk & reward relating to milk & other products has been transferred to distributor. JZDUSS LTD shall not be responsible for losses relating to transit loss, pilferages, weight loss etc. Further, JZDUSS LTD is also not obliged to accept return of the milk sold to distributor. It is therefore up to distributor to ensure proper sorting of leakage / defective milk pouches before taking delivery.
- 36. The Distributor shall be responsible for the timely distribution of total quantity of the milk, its safe delivery at each outlet. If the Distributor fails to deliver full quantity of milk despatched from the Dairy in time on all or any of the booths or supplies is not made in requisite quantity, JZDUSS LTD shall have the right to impose penalty. Similarly, if this delay deteriorates milk and distributor sells it to retailers then the cost of the same will be recovered from the Distributor and passed on to retailers with or without a penalty on distributor. In case, if Jaipur Dairy directs the distributors to lift back any consignment from

market, then distributors will lift back and return the same to dairy & for this no extra payment would be made.

- 37. The Distributor will be required to deposit the amount daily in advance as per guidelines issued by JZDUSS LTD time to time. Brief guidelines in this respect are as under:
  - i. The distributor will pay amount at the time of lifting the consignment through RTGS in advance. The amount of consignment to be deposited by the distributor will be at the prevailing distributor rates as decided by JZDUSS LTD from time to time. If there is any difference of cost of consigning & paid thrugh RTGS/NEFT may reconcile & deposits prior to next consignment.
  - ii. In case of holidays distributor have to deposite amount in advance through any mode of online payment before lifting the consignment. Reconcilation and adjustment of sale amount shall be done on perday/weekly/monthly basis.
  - iii. The duty of distributor is to distribute / deliver the Milk & Chhach to different destinations as per demand.
  - iv. The value or consignment (<u>Evening+Morning amount</u>) will be decided by the authority and any balance amount will be adjust befor lifting next consignment.
  - v. In the event of failure on the part of Distributor to pay for the consignment of milk., as per agreement by the Distributor the JZDUSS LTD shall have the **absolute right and discretion to** stop further supplies and / or terminate the agreement / distributorship and / or charge Penalty for such each incident and / or to recover consignment amount from securities lying with JZDUSS LTD besides taking recourse to other remedies and proceedings available to JZDUSS LTD in law.
  - vi. It would be the responsibility of the Distributor to deliver the milk and collect empty crates from retail outlets from the site of the booths/shop/parlours.
  - vii. <u>The distributor would also be required to issue his printed receipt to retail outlets for qty. of</u> <u>milk delivered, cash received & crates collected from them to avoid any dispute.</u>
  - viii. In the event of any booth agent failing to deposit the amount, distributor with permission of JZDUSS LTD may stop supply of Booth.
  - ix. The distributor would also be required to take order from retail points/ booth daily as per procedure of JZDUSS LTD and to submit it to the concerning Department.
  - x. Amount of Bank Guarantee can be increased in the event of revision of prices or increase in sales.
  - xi. If the Distributor is a regular defaulter in depositing the amount in accordance with terms and conditions of agreement (against crates & milk) the JZDUSS LTD 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. For the outstanding crates which remains pending for more than one month, Jaipur Dairy can debit the amount of the crates at the prevailing purchase price of the crates. <u>Additional security amount against crates @ Rs. 250/- per crate need to be deposited by distributor which will be returned back at the time of successful completion of tender period subject to return of all supplied crates.(As per Appendix attach) Once issued to the party the lookafter of crates was the responsibility of the party. Reconsilation of crates were done quarterly. Any crates found was not in good condition then the crates amount will be deducted & amount once deducted will not be returned. In case of increase in demand the distributor concerned will have to deposits additional security against requirement of additional crates.</u>
- 38. The Distributor shall ensure that the vehicles used for delivery of milk shall have properly insulated loading space, should be in good running condition and mechanically fit so as to ensure safe delivery of milk to all the outlets. JZDUSS has right to check the proper insulation of vehicle's time to time by the officer's & employee authorised by the Managing Director. The trucks should have full body and plain surface for painting of advertisements.

- 39. In case of distributor using lesser no of vehicles or vehicle not conforming to the prescribed specifications for distribution of supplies than a suitable penalty may be imposed and or the agreement can also be terminated.
- 40. If the distributor's vehicle does not take delivery/ report at the Jaipur Dairy or any other specified place at stipulated time, JZDUSS LTD will be free to make alternative arrangements for the distribution of milk without payment of any compensation to distributor. In such arrangements extra expenditure incurred will be recovered from the distributor with or without a penalty.
- 41. In case of any pilferage/excess loading of milk/crates or any other property of JZDUSS LTD while obtaining delivery and during distribution work by the distributor or his staff the same will be viewed seriously and penalty of twenty-five times shall be imposed on the Area distributor of the market value of such goods. In case of significant quantity and if deemd fit by the management an enquiry shall be initiated alongwith penalty & the contract can be terminated.
- 42. In case distributor repeatedly fails to perform duties as per the terms and conditions of agreement than JZDUSS LTD will be free to make alternative arrangements for the entire or part of work thereof. In such case additional cost incurred by JZDUSS LTD shall be recovered from distributor along with suitable penalty.
- 43. In case of non fulfilment of any of the conditions of the agreement covered by any specific clause, the JZDUSS LTD reserves the right to impose the penalty, to the extent it considers reasonable under the circumstances and the decision of the Managing Director, JZDUSS LTD 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 after adjustment/recovery of out standing amount from security/Bank guarantee.
- 44. In no case the distributor or his staff shall tamper with the milk of JZDUSS LTD. In such case the JZDUSS LTD 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.
- 45. JZDUSS LTD will provide time schedule for reporting of vehicles alongwith staff for loading at the Dock, delivery of milk at various points, total time to be taken for delivery of milk 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. Distributor is not allowed to park to his vehicle in dairy premises.
- 46. The Areas / routes will be fixed by JZDUSS LTD with power to decrease / increase, change / alter or modify the prescribed Areas / routes and number of outlets and timings as per requirement.
- 47. Distributor will have to start work immediately but not later than 30 days from the date of release/issue of LOI.

(A). Party have to complete all required formalties i.e. security amount deposite BG, Agreement & self owned Vehicle detail within LOI stipulated time.

(B). The Registration Certificate (R.C.) of the vehicles should be in the name of the applicant and / or Firm. Applicant should own Vehicles proposed to be deployed for distribution. In case of new vehicle purchase latest model/tender specified model vehicle purchase, Party will be given 30 days additional time after LOI period to transfer/submit owned name R.C. If Party fail to submit owned name R.C. within 30 days period the issued LOI, work order & agreement will be cancelled & deposited Bid security, security BG will be forfeited after adjustment of outstanding amount.

48. The vehicle should be covered & insulated with thermo Cole/puff/wood to protect the product from rise in temperature & weather surroundings. The insulation should be at least 3 inches at top & 2 inch at four sides and bottom Condition of floor should have good finish to avoid damage of crates.

- 49. The distributor or his authorised representative should remain present in JZDUSS LTD 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 milk from dairy plant, JZDUSS LTD., Jaipur or any other designated place.
- 50. Vehicle shall be painted as per guidelines of JZDUSS Ltd. Jaipur by distributor. Even JZDUSS LTD reserves the right to paint the vehicles of distributor being used for milk distribution as per approved design and distributor shall have no objection over this.
- 51. (A) 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 vehicles Registration Certificate should be valid for 30 Months from Commencement of the contract. If State govt./ Central Govt. and Transport department issue any direction regarding vehicle model and or vehicle validity or any other rules regulations, directions than contracted vehicle should be changed as per state govt. or Transport department directions guidelines. Alongwith vehicle annual Fitness certificate will have to submit as per Govt. rules and have to submit Fitness and Insulation certificate checked by Transport department Jaipur Dairy in every 6 Months.Contracted vehicle will abide to all rule's regulation of state govt./ Central Govt. and State Transport department.

(B) The vehicles to be offered are required to be in excellent road worthy condition and maintain as such during the contract. The vehicle should fulfil all legal requirements as per the rules, and regulation notified by the State Government, Central Government, and High Court, Supreme Court or any other government agency. Which may have jurisdiction of the business of Distribution. Distributor shall be wholly responsible for uninterrupted operation of vehicle.

- 52. JZDUSS LTD 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 LTD 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 any violation of the law committed by the staff engaged on the vehicle or by the distributor while the vehicle is used for the work of JZDUSS LTD during the currency of this agreement. All the legal formalities to keep the vehicles on the road will be the responsibility of distributor.
- 53. 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 LTD 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 LTD shall have the right to recover such cost and/or losses or any other liability arising out of this agreement from the security deposit as well as from the Bank Guarantee without prejudice to other mode of recovery.
- 54. Normal dispatches; and arrival time of vehicles would be as prescribed by the JZDUSS that can be varied as per requirement of JZDUSS LTD. for proper distribution of milk.
- 55. In case of any complaint of products received from retail outlet it is the duty of distributor to lift the same and deposit in the plant, as soon as possible for this no extra charges will be given.
- 56. Applicant may note that milk is highly perishable product, hence it has to be delivered to the retailer with in the time schedule prescribed by the JZDUSS LTD based on the requirement of retailers/consumers.
- 57. Milk would be supplied to distributor in returnable plastic crates. Distributor shall return all the crates of previous supply to JZDUSS before taking next supply. Cost of short deposited crates would be recovered from Distributor. Reconcillation of crates will be carried out on monthly basis. The due crate amount will be deducted from distributor on monthly basis current applicable rates.

58. The distributor margin as per price bids shall inclusive of all cost and expenses incurred by him. However, distributor margin shall be adjusted with increase/ decrease in prices of diesel by the Government actual increase / decrease in expenditure involved due to such change will be reimbursed to the distributor **based on the 50% contribution of diesel component,** from the first of succeeding month after the change in the rate. Total additional cost incurred by distributor for loading vehicle from other packaging station for this purpose, average of Tata 407 or equivalent vehicle would be taken as 8 km / liter & Tata 709 or equivalent vehicle would be taken as 6 km / liter. Any vehicle can be sent for loading from other packing station i.e. Palsana/other specified place. In case if vehicle run extra distance specified in tender than no additional charges shall be paid up to 10% increase in kilometer, however if distance increases more than 10% than for additional kilometer run by the vehicles from tender specified distance, the extra cost incurred by the distributor for transportation will be reimbursed to him by using under mentioned formula-

Extra Km run by the distributor vehicle to reach at the first retailer point of the area or increase due to increase in route to cater more outlets:

(a) For Tata 407 or equivalent=	<u>X KM</u> 8	= lits diesel consumed
(b) For Tata 709 or equivalent=	<u>X KM</u> 6	= lits diesel consumed
(c) For 207 or equivalent=	<u>X KM</u> 12	= lits diesel consumed

- (A) Additional cost for diesel for running vehicle is = (a+b+c) x (rate of diesel per liter) Additional cost other then diesel for running vehicle is on repair & maintenance and extra wear & tear of tyres etc. (other than Jaipur Dairy)
- for For TATA 207 cost of tyres is Rs 30000/- Tata 407 cost of tyres is Rs. 40,000/- & for Tata709 it is Rs. 60,000/- . Considering20 % cost of tyres wear as extra maintenance andtaking average life of tyres as 40,000 km. then running cost per km. for TATA 207 will beRs. 0.90 paisa for Tata 407 will be Rs.1.20 per km. & for Tata 709 will be Rs. 1.80 per km.
- (B) Additional cost due to extra running of vehicle = (X km. x .1.20 + X km. x .1.80+X km x 0.90) or 3.9(x) for one Pickup & 4.8(x) for two Pickups.

If vehicle gets loaded from point other than Jaipur Dairy additional cost per liter to be given to Distributors

### = (A+B) / qty of milk in ltr as per appendix A)

In case if distance does not increase or it decreases then no additional payment will be given, at the same time no deduction from tender rate will be made.

- 59. If any sales promotion schemes would launch by Jaipur dairy during the tender period for distributors / retailers/consumers, then distributors will lend their full support for successful implementation of the schemes.
- 60. During the currency of the agreement, if any unforeseen condition arises which affects the working of the agreement, it can be reviewed by management with mutual consent with distributor as per decision of Board.
- 61. If any condition mentioned in the pre- qualification bid is not fulfilled by the applicant, then the pre qualification bid of the applicant would be rejected & applicant's price bid would not be opened.

- 62. Any worker /driver of distributor is found misbehaving with staff/security personnel, it shall be viewed seriously. Contractor will be penalised and the entry of his concerned staff will be banned.
- 63. In case of dishonored of the cheque/RTGS/NEFT for milk & milk products of distributor, penalty of Rs. 5000/- for cheque up to Rs. 1,00,000/- and Rs. 10000/- will be charged for the cheque of above Rs. 1,00,000/-. However, if cheque dishonored due to party fault as date/fund insufficient balance/signature differs etc. party will deposit the full cheque amount on the same clearing day on which cheque dishonored no penalty will be levied, in case cheque dishonored due to banking system failure/than the party have to deposit the cheque amount throuth RTGS/NEFT by next bank working day, otherwise penalty will be imposed as above.
- 64. The distributor will obtain supply of products from the designated place strictly through RTGS/Account Payee Cheque in case of bank holidays distributor have to deposit advance A/c payee cheque/RTGS/NEFT before lifting consign and supply it to various retail points. If cheques submitted by distributors return without payment from bank due to distributor fault (more than 5 times in one financial year) agreement can be terminated and party will not be eligible for future tender.
- 65. The distributor will provide identity card, uniform to his staff. In absence of same staff may not be allowed in dairy.
- 66. After completion of contract with party, if shall be the responsibility of the party to remove the Saras painting from their vehicles.
- 67. During the currency of agreement if the distributorship got terminated. First S.D./B.G. may be adjusted against outstanding dues & rest amount may be forfeited.
- 68. Vehicle being used in city supply and rural supply will not be used for any other work/purpose.
- 69. Successful tenderer will provide vehicles as per appendix "A, B" or equivalent capacity vehicle. Vehicle will have driver and sufficient manpower for loading purpose.
- 70. GPRS will be installed on each vehicle to monitor the proper supply on each out-let. The hardware expenditure for installation will be borne by the distributor and software charge will be born by sangh.
- 71. Due to Demonetization/GST if any direction is issued by Govt. of India / State Govt. regarding cash Transactions, will be complied by the Distributor.
- 72. Present taxes are the liability of distributor however amount paid by distributor against future taxes only for GST/Service to will be reimbursed to distributor after production of receipt/Evidence.
- 73. Present workers / Supervisors working with Contractors in Jaipur Dairy, if got selected for Distributorship, then they will not be allowed to work as Worker / Supervisor with Contractor in Jaipur Dairy during the currency of Agreement.
- 74. Food operator licence issued by FSSAI (Food Safety and Standard Authority of India) is mandatory before starting of work.
- 75. <u>Security contractor, labour contractor and packed milk transporters piece meal contractors, Jaipur tanker transporters, tetra pack milk transporters</u> <u>RCDF approved ghee/smp transporters and other product distributors, city supply milk distributors and fresh products distributor will not be eligible to participate in this tender process.</u>
- 76. Applicant should be provided E-mail address in this tender for all official correspondence.
- 77. Distributors will provide additional vehicles in the event of increased demand on special occasion.
- 78. Successful Tenderer shall Deposit security amount and Bank Guarantee as per require appendix 'A'.
- 79. Tenderer should have proper office, telephone, and mobile. Distributor will have to provide a mobile phone to distribution vehicle. Tenderer should own proposed Vehicles to be deployed for distribution. In case tenderer gives an undertaking to procure new latest model vehicles/Fitness certificate by R.T.O a maximum time of 30 days additional may be considered. Relevant documents should be uploaded as required in pre qualification bid. The Registration Certificate (**R.C.**) of the vehicles presently engage in

the Sangh for distribution /Transportation by the contractor elsewhere presently working with sangh not be considered valid against this job. <u>Vehicle specified for the route/route shall not be engaged in any other tendered /work of Jaipur Dairy.</u>

80.

(i)

NAME OF BANK	ADDRESS	JZDUSS Ltd.A/C	IFSC CODE NO	MICR CODE NO
Punjab National Bank	PNB, RCDF, Saras Sankul, J.L.N. Marg, Jaipur	07025010000220	PUNB0070210	302024056

(ii) While transferring the amount through RTGS the distributor has to ensure that the information contains PARTY NAME +UTR NO.

- 81. For the outstanding crates which remains pending for more than one month, JZDUSS will debit the amount of the crates at the prevailing purchase price of the crates. For the outstanding crates monthly reconciliation will be carried out. As per prepared statement of outstanding crates increases more than one time supply +100 crates for a month. The value of crates at prevailing/current rate will be debited to party. Once the amount is debited/deducted the amount will not be reimbursed back to party.
- 82. It would be the responsibility of the distributor to properly maintain the paint on their vehicle engaged in the distribution of milk & chhach, if the paint of the vehicle is faded/scratched then it is the duty of the distributor to immediately get it repainted as per approved design. Painting/ Repainting cost shall be borne by Distributor.
- 83. JZDUSS can install the GPRS System in the vehicle of the distributors & Rs. 5000/- will be charged from distributor. It shall be the duty of the distributor to maintain the instrument installed in the vehicle. If any disturbance/ changes made/observed in installed GPRS System, A penalty of Rs. 100/-per day can be imposed on the distributors In case of damage to the instrument the entire cost of the new GPRS instrument will be recovered from the distributor including installation charges.
- 84. <u>The successful bidder/distributor in the tender will be responsible for insurance of Rs. 05.00 Lacs for each employee under it and have to submit the relevant document for the same.</u>
- 85. TCS/TDS to be charged as per government of India on spacified turnover charged.
- 86. The Bidder must mention the area number on the back side of DD/Bid security with signature while depositing the same offline.
- 87. Work Order for applicants who would be selected in this tender, would be awarded only after date of completion of work order of existing distributor in respective zones/areas.
- 88. If there is an increase in the quantity of milk in any zone, then based on the quantity as per attached appendix in tender documents, it will be full responsibility of the concerned distributor to supply it in all the areas of the allotted zone by deploying additional vehicles for the increase in supply, if the distributor refuses to supply in the entire area of the allotted zone by employing additional vehicles, then work would be allotted to another party only after getting written consent of him. JMU will have full rights over it and decision of MD JMU binding on this.
- 89. In future, if any cold storage will be built in milk procurement zones (Mahua, Dausa, Bassi, Chaksu, Dudu, Bindaika, Kaladhera, Manpura Machedi, Kotputly) for supply of milk and milk products. Then contracted distributor will supply products from cold storage to booth and shop agency of procurement zones for those rural supply areas which is comes under these procurement zones. Rates will be decided as per tender terms and conditions.
- 90. If milk & milk products of other competitive brand is found in contracted vehicle of distributor then penalty of Rs.50,000 would be imposed for first time. penalty of Rs. 1,00,000 would be imposed & distributor's firm would be suspended for second time. If found faulty at third time firm will be Terminated with immediate effect and Bank guarantee and Security deposit will be forfeited after approval from competent authority.

### JZDUSSLTD

- 91. Distributor is bound to supply milk & milk products through contracted vehicle only. If distributor has to change vehicle in any condition than Distributor will have to submit written information with proper reason to Section Head within 24 hrs also has to submit vehicle documents and Time period for new vehicle in written.
- 92. If distributors of city supply is found to supply milk and milk products in rural areas or vice-versa a penalty of Rs.50,000 would be imposed for first time. Penalty of Rs.1,00,000 would be imposed for second time & distributor's firm would be suspended if found faulty at third time after approval from competent authority.
- 93. If staff of Distributor's firm is found guilty of theft of milk & milk products a penalty of Rs.1100/- would be imposed along with penalty of 30 times of the value of milk & milk products would be imposed on distributor firm after approval from competent authority.
- 94. If distributor or his staff is found guilty of misbehaving with staff of Jaipur Dairy legal action will be taken against firms staff after enquiry and approval from competent authority.
- 95. Distributor have to do time bounded supply of milk & milk products. If late supply is done at booth/shop agency/parlour with reference to dedicated time of supply decided by Jaipur Dairy recovery of loss amount of milk union agent will be done from distributor after enquiry and approval of competent authority.
- 96. If any complaint is received from booth/shop agency/parlour regading late supply or not supply of milk & milk products a penalty would be imposed after investigation of complaint if firm found guilty.
- 97. Distributor appointed staff should be well dressed along with Identity Card. Two set of dress (Blue T-Shirt with Saras Logo, Pent, Shoes) per year would be provided by distributor to his staff.
- 98. If staff of distributor is found consuming prohibiting substance in Jaipur Dairy premises a penalty of Rs.200 would be imposed and action may be taken as per "COTPA" Act 2003 after approval of competent authority.
- 99. The distributor will have to submit a copy of the driver's license. If the driver is changed, distributor will have to submit written information with proper reason to Section Head. Distributor has to submit Drivers license copy with in 24 Hrs otherwise action can be taken after approval from competent authority.
- 100.If any distributor refuses to work / Suspended / Terminated in between contract period then firstly JZDUSSL management will negotiate with nearby zone distributors for temporary arrangement maximum upto three months. Quotation for negotiation will be invited in sealed envelope from all nearby zone distributors
- 101.All pages of tender documents are tender conditions.

I/we have read & understood all terms and condition of tender carefully and I/we agree to all abide by all terms and condition. I further declare that if any wrong information is submitted by me than the tender may be liable to be cancelled at any time i.e. during tendering process and contract duration.

PLACE: DATE: Revied

## **Section-IV**

FORM TECH -1

### TECHNICAL PROPOSAL SUBMISSION FORM (On the letter head of the Bidder)

{Location, Date}

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

Dear Sir:

We, the undersigned, offer to **TENDER TITLE.....**, in accordance with your Bid Proposals dated <u>[Insert Date]</u>. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as e- procurement portal i.e. <u>http://eproc.rajasthan.gov.in</u>

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 theRules.

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

(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 BidDocument.

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

(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, Yourssincerely,			
Authorized	Signature	{In	fullandinitials}:
Name	and		TitleofSignatory:
Name of Bidder (firm's/	/ company'sname):		
In			thecapacity of:
Address:			
Contact information (ph	one ande-mail):		

### BIDDER'S ORGANIZATION AND EXPERIENCE

Form-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 Or	ganization	
1.	Name & full address of the fir Submitting the tender ( In blo			_
	Phoneno	Mobileno		
	FaxNo	Emailaddress_		
2.	Addressed to :JZDUSS. Ltd., N	lear Gandhi Nagar Railway s	station,Jaipur-15	
3.	Office Location (Complet			
	Phone no	Mobile	eno	
F			address	
5.	Name of the person/authorized Negotiate and sign the contra (Designation / status inthefirm	nct m) .	ssued by all partners/director in favo	
6.	Status of tendererwithsignatur (tickmarkonly)	re : (S		ure–I)
7.	Earlier experience in this field	l (if any) :	Enclose the documents.	
8.	Tender FeeDetails: Rs DD no	date		
	JZDUSS LTD. / Name of the B			
9.	(The DD should be in favour of Bid security decleration Deta	ils:		
	DDno		ted//2024	
			BranchBranch Jaipur. No interest will be payable o	
10	MD RISL Processing Fees (in favour of MD RISL)	DD no	Bank Na	ame
11.	(a)PAN Card/No	(Attach atte	estedPhotocopy)	
	(b)GSTNNo	(Atta	ch attestedPhotocopy)	
12. E	Details of the Bankers: Name		Branch	
		Ac	ccNo	
	IFSC Code			

### **Bid Security in form of Bank Guarantee**

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

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

**Beneficiary:** 

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

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

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated [insert date] (hereinafter called "the Bid") for supply tender title.....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 *linsert name of Bank1* 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/Tendervalidity,
  - (i) fails or refuses to execute the Contract Form, ifrequired,
  - (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 inITB;

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 powergrantedunder\_\_\_\_\_. Name

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

Signed

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

Date

Bank'sSeal of BidSecurity

### (On the letter head of the Bidder)

### Declaration by the Bidder in compliance of Section 7 & 11 of the Act

### **Declaration by the Bidder**

- 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 SanghLtd.
- 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 BiddingDocument;
- 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 debarmentproceedings;
- 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 faircompetition;
- 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 theContract.

Date: Place: Signature of Bidder Name: Designation: Address:

### POWER OF ATTORNEY (On the letter head of the Bidder)

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)

### शपथ–पत्र

### (On the letter head of the Bidder)

घोषणा करता हूं कि

- 1. मेरा / हमारा पूर्व में संघ द्वारा किसी भी कारण से अयोग्य नहीं किया गया है / निलम्बित नहीं / अनुबंध निरस्त नहीं किया गया है / ब्लेक लिस्टेड नहीं किया गया है |
- 2. मेरा / हमारा संघ के किसी भी अधिकारी / कर्मचारी / संचालक मण्डल के संदस्य से / दुग्ध समितियों के पदाधिकारी (As on date of submission of Tender) वित्तीय सम्बन्ध नहीं है।
- मेरा / हमारा संघ के संचालक मण्डल के सदस्य / दुग्ध समितियों के पदाधिकारी / अधिकारी / कर्मचारी से रक्त सम्बन्ध नहीं है।
  मैं / हम दीवालिया / नाबालिक / अस्वस्थ मस्तिष्क के नहीं है।
- 5. मैं/हम संघ के समान/प्रतिस्पिधी कार्य/व्यापार मे लिप्त नहीं है।
- मैं/हम वर्तमान में किसी भी अन्य प्रतिस्पर्धी ब्रांड के कार्यालय/संयंत्र में अनुबंध के अंतर्गत कार्यरत नहीं हैं।
- 7. मेरे/हमारे द्वारा प्रस्तुत शपथ पत्र में दी गई घोषणा गलत पायें जाने पर मेरी/हमारी धरोहर/सुरक्षा राशि/बैंक गांरटी/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 रहुंगा।

### TENDER ACCEPTANCE DECLARATION

### (On the letter head of the Bidder)

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).

- 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 abovementioned 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 Bid security absolutely.

Yours Faithfully,

(Signature of the Bidder, With Official Seal)

### —: शपथ — पत्र :— (On the letter head of the Bidder)

में / हम निविदादाता	पत्र श्री	.पता
	ुँ 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. मेरे द्वारा नियोजित श्रमिकों को नियमानुसार न्यूनतम मजदूरी अधिनियम 1948 (केन्दीय अधिनियम 11, वर्ष 1948) के वैद्यानिक प्रावधानों की अनुपालना की जावेगी ।
- मेरे द्वारा नियोजित श्रमिकों को मजदूरी का भुगतान उनके बैंक खातों में ही दिया जावेगा। बैंक खातों में जमा करवायी गयी राशि का विवरण सम्बन्धित उपापन संस्था को आगामी माह के मासिक बिल के साथ अनिवार्य रूप से प्रस्तुत किया जावेगा।
- 3. मेरे द्वारा श्रम विभाग द्वारा निर्धारित मजदूरी दर के अनुसार श्रमिकों को मजदूरी का भुगतान किया जावेगा।
- मेरे द्वारा राज्य में लागू श्रम नियमों के अंतर्गत अपने समस्त श्रमिकों का नियमानुसार ईपीएफ एवं ईएसआई की रशि जमा करवायी जावेगी।
- 5. कार्य सम्पादन की अवधि के दौरान कार्य के सम्बन्ध/सदर्भ में किसी भी प्रकार की क्षतिपूर्ति का मुआवजा देने/ईएसआई करवाने/सामूहिक दुर्धटना बीमा करवाने इत्यादि की जिम्मेदारी मेरी होगी । इसके लिए उपापन संस्था की कोई जिम्मेदारी नहीं होगी।
- 6. श्रम विधि के अंतर्गत निर्धारित नियमों उपनियमों व अधिसूचनाओं तथा केन्द्र / राज्य सरकार द्वारासमय समय पर जारी किये गये दिशा—निर्देशों की पालना सुनिश्चित की जावेगी। श्रम विधि के अंतर्गत निर्धारित नियमों, उपनियमों, अधिसूचनाओं, दिशा—निर्देशों आदि की पालना नहीं करने की स्थिति में उसके परिणामों / दायित्वों के लिये मेरी जिम्मेदारी होगी।
- 7. सफल निविदादाता द्वारा श्रमिकों को देय राशि पर वस्तु एवं सेवा कर (GST) की राशि अतिरिक्त रूप से देय होगी। सभी प्रकार के करों को जमा करवाने की जिम्मेदारी निविदादाता की ही होगी। निविदादाता द्वारा गत माह में जमा कराये गये वस्तु एवं सेवा कर (GST) के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जावेगी। वस्तु एवं सेवा कर (GST) के चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जावेगी। वस्तु एवं सेवा कर (GST) की राशि जमा कराये गये वस्तु एवं सेवा कर (GST) की चालान की प्रति आगामी माह के बिल के साथ अनिवार्य रूप से संलग्न की जावेगी। वस्तु एवं सेवा कर (GST) की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवा कर (GST) की राशि जमा कराने के प्रमाण स्वरूप चालान की प्रति प्रस्तुत नहीं किये जाने पर आगामी माह के बिल में वस्तु एवं सेवा कर (GST) की सम्बन्ध में उत्पन्न होने वाले किसी भी प्रकार के दायित्वों के निर्वहन का उत्तरदायित्व निविदादाता का होगा।
- 8. यदि सफल निविदादाता एवं कार्य पर लगाये गये श्रमिकों के मध्य कोई विवाद होता है तो उसकी प्रबन्धकीय जिम्मेदारी निविदादाता की होगी। इसके लिए उपापन संस्था को सक्षम प्राधिकारी न्यूनतम मजदूरी अधिनियम, 1948 एवं राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970 का उचित प्रकार से तथा निष्ठापूर्वक पालन करने के लिए उत्तरदायी होगा।
- 9. नियोजित श्रमिकों को 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम 1974 के विहित प्रावधानों के अनुसार श्रम नियोजित श्रमिकों को हटाने, कार्यमुक्त करने, नोटिस वेतन,छंटनी, मुआवजा आदि देने का समस्त उत्तरदायित्व निविदादाता का होगा।

## **Section-V**

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

### (On Non-judicial stamp paper as prescribed bybank)

WHEREAStheMilkUnionhasplaceditsworkorderbearingNo.\_\_\_\_\_\_\_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 amountofRs -------/- (Rupees in words) towards security to JZDUSS LTD. to safeguard itsinvestment

in the liquid milk. The Bank guarantee will be released three months after expiry of contract period on production of noduescertificate&qualityclearancefromtherespectiveNodalmilkunionandanundertakingincaseanyclaim/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 demandfrom the Milk Union. The Bank further undertakes not to revoke this guarantee during its currency except with the previous

consentoftheMilkUnioninwritingandthisguaranteeshallbeacontinuousandirrevocableguaranteeuptoasumofRs. \_\_\_\_\_(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 MilkUnion.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 thereoftotheBank orbydispatchthereoftotheBankbyregisteredpostattheaddressof thesaidBank. Anynoticesettothe 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 theBank.

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 thereunder.

Place:

Date:

(SIGNATURE) SEAL OF BANK

SIGNATURE OF THE TENDERER WITHOFFICESEAL&DATE

## जयपुर डेयरी सयंत्र से लोड होने वाले ग्रामीण मार्ग का विवरण

## अपेण्डिक्स ''अ''-2024

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क्र. सं.	क्षेत्र संख्या	मार्ग का नाम	मार्ग का विवरण	अनुमानित कि.मी.	अनुमा ि विक्री मात्रा लीटर	सप्लाई राउण्ड प्रातःकालीन / सांयकालीन	सुरक्षा राशि (लाख में)	बैंक गारन्टी (लाख में)	खाली क्रेट्स की अपेक्षित सुरक्षा राशि (लाख में)	वाहन का प्रकार
1	151	कोटपूतली	(क) भाभरू, आतेला, कोटपूतली मैन बाजार, ट्रान्सपोर्ट नगर, लक्ष्मीनगर, बानसुर रोड समस्त कोटपूतली क्षेत्र, सांगाहेड़ा, मोलाहेड़ा, पनियाला मोड़ मंडागांव, इत्यादि क्षेत्र। (ख) पावटा, गोवर्धनपुरा चौकी, परागपुरा, बिड़ला फैक्ट्री, सरूड़ नरेहड़ा, केसवाना गांव आदि में टैम्पो लगाकर उपरोक्त जगहों पर सप्लाई करानी है।	(285+60)= 345 एक समय 345+345= 690 किमी	13500	प्रातः कालीन / सायंकालीन (दोनों समय)	6.50	15.50	2.80	इन्सुलेटेड वाहन टाटा 1109 टाटा 709 अथवा समकक्ष क्षमता का वाहन एवं 2 पिकअप (पावटा) गोवर्धनपुरा, परागपुरा, परागपुरा, सीमेन्ट फैक्ट्री नरेडा एवं सरुड इत्यादि एवं कोटपूतली तथा उसके आसपास के क्षेत्र ।
2	152	दृद्	महला, नासरौदा, गोड़ोता कड़वा का वास, मौखमपुरा, बिचून, आकोदा, नरैना पवलिया, विगोलाव, हतूपुरा, साली साकून, पड़ासॉली, दांतरी, रामनगर, हरसौली, दूदू, गिदानी, सावरदा, पालू, गागरडु, सेवा, मांगलवाड़ा, गहलोता, छिरर, इत्यादि ।	220+220= 440 किमी प्रातः+सांय	7000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	3.50	8.00	1.50	इन्सुलेटेड वाहन टाटा 709 पिकअप अथवा समकक्ष क्षमता का वाहन
3	153	लालसोट तुंगा	लालगढ़, गढ़, माधोगढ़, तुंगा, सोनढ़, रामगढ़ पचवारा, डीडवाना, लालसोट, सम्पूर्ण बगढ़ी बिलौना, मण्डावरी, खुर्रा माता एवं आसपास का क्षेत्र।	260 किमी	5000	प्रातःकालीन (एक समय)	2.50	5.80	1.10	इन्सुलेटेड वाहन टाटा 709 अथवा समकक्ष क्षमता का वाहन
4	154	चाकसू	(क) बीलवा ग्राम, शिवदासपुरा, पदमपुरा, शीतलामाता, चाकसू (दोनों समय सप्लाई) (ख) कोथून करेड़ा, दतवास, सवासा, चन्दलाई, थली तितरिया, जयसिंहपुरा, झापदा, देहलाला, गरुड़वाशी, श्यामपुरा , बदली, हरभावता, घाडेल (एक समय सप्लाई)	220 किमी + 220 किमी	12000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	6.00	14.00	2.50	इन्सुलेटेड वाहन टाटा 909 एवं सांयकालीन सप्लाई टाटा 407 वाहन अथवा समकक्ष क्षमता का वाहन (ख) चाकसू से पिकअप वाहन कोथून करेड़ा दतवास सवासा सप्लाई हेतु

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5	155	दौसा–ए	पंचमुखी हनुमान जी, गोठला बस स्टेण्ड, शहीद की पुलिया, जटवाड़ा, श्याम सरोवर कॉलोनी, जयपुर तिराहा, पावरहाउस, संथल मोड़, बासड़ी मोड़, गिर्राज मन्दिर, सूर्य मन्दिर, सोमनाथ चौराहा, विशनपुरा, रॉडडा, बापी, सेंथल, गोलावास, कालाखो, सिकन्दरा चौराहा, सिकन्दरा गांव, गोजगढ़, भांडारेज गांव, सराई, लाखा, बहरामडा, खेड़ली, अचलपुरा इत्यादि	180+180= 360 किमी प्रातः+सांय	8000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	4.00	9.20	1.70	इन्सुलेटेड वाहन टाटा 709 <sub>.</sub> टाटा 407 अथवा समकक्ष क्षमता के वाहन
6	155	दौसा– बी	सदर थाना, पी.जीत्र कॉलेज, मधुवन होटल, राजधानी अस्पताल, हरियाणा धर्मकाटा, कुम्हार मोहल्ला, छोटा बाजार, डांक बंगला, मानक्लब, खटीक मोहल्ला, नागौरी मोहल्ला, बरकत चौराहा, मानगंज इत्यादि ।	140+140= 280 किमी प्रातः+सांय	7000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	3.50	8.00	1.50	इन्सुलेटेड वाहन टाटा 709 <sub>.</sub> टाटा 407 अथवा समकक्ष क्षमता के वाहन
7	155	दौसा–सी	लालसोट बाईपास तिराहा, गुप्तेश्वर मन्दिर, सरकारी अस्पताल के सामने का क्षेत्र, सेन्टमेरी स्कूल, आवासन मण्डल कॉलोनी, बावड़ी पाड़ा, जोशी की कोठी, आलूदा, पापड़दा, सारेड़ा, बड़ा गांव, राहुवास, कल्लावास, नोगल राजावतान एवं आसपास का क्षेत्र।	170+170= 340 किमी प्रातः+सांय	8500	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	4.00	10.00	1.80	इन्सुलेटेड वाहन टाटा 709 <sub>.</sub> टाटा 407 अथवा समकक्ष क्षमता के वाहन
8	156	चौमू	बड़ पीपली, ईडन गार्डन, दादावास, रामपुरा डावड़ी, बस स्टेण्ड, जाहोता रोड, राजावास टाटियावास टोल, आनन्द लोक ा−ा, जैतपुरा गांव, जैतपुरा रीको, बराला होस्पीटल, चौमू शहर, हाड़ोता, मोरीजा इत्यादि।	160+160= 320 किमी प्रातः+सांय	9000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	4.50	10.50	1.90	इन्सुलेटेड वाहन टाटा 709 <sub>.</sub> टाटा 407 अथवा समकक्ष क्षमता के वाहन
9	157	जोबनेर मण्डा	(क) मांचवा, कालवाड, पचार, जोबनेर, खेजदावास, बस्सीनागान, सुशान्त सिटी, आशियाना नया बॉस, पचार, रामकुई इत्यादि। (दोनों समय सप्लाई) (ख) भोजपुरा, पचकोड़िया, मण्डा,	(क+ख) 220+140= 360 किमी प्रातः+सांय	5500	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	2.50	6.50	1.20	इन्सुलेटेड वाहन टाटा 407 अथवा समकक्ष क्षमता के 2 वाहन

			भैसलाना, भादवा,							
			सिनोदिया, भारीजा, कालख, मुण्डवाड़ा, डयोढ़ी, कोढ़ी, प्रतापपुरा, आदि। (प्रातःकाल एक समय सप्लाई)							
10	158	महुवा बालाजी	मानपुर चौराहा, मानपुर गांव, सिकराय, बालाजी मोड़, बालाजी, पाटोली, बालाहेड़ी, कीर्ति नंगला, महवा, हिण्डोन रोड, भरतपुर रोड, गणेश चौक, मंडावर रोड, मंडावर इत्यादि एवं आसपास का क्षेत्र।	320 किमी	6000	प्रातःकालीन (एक समय)	3.00	7.00	1.25	इन्सुलेटेड वाहन टाटा 709 अथवा समकक्ष क्षमता का वाहन
11	159	बर्स्सी बासखोह	दयारामपुरा, बेनाड़ा, चांबड़िया, मोहनपुरा, बासखोह, नईनाथ, बस्सी गांव, बस्सी मार्केट का सम्पूर्ण क्षेत्र, दुधली, सामरिया रोड, कल्याण गेज मार्किट बस्सी, राजपुरा, रोजवाडी, भूडला, लवाण एवं आसपास का क्षेत्र ।	170+170 =340 किमी	5000	प्रातःकालीन ⁄ सायंकालीन (दोनों समय)	2.50	5.80	1.10	इन्सुलेटेड वाहन टाटा 407 <sub>.</sub> पिकअप अथवा समकक्ष क्षमता का वाहन
12	160	फुलेरा सांभर	ज्योति कॉलेज बोराज रोड, बोराज, उगरियावास, भन्दे के बालाजी, ढिण्डा, हिरनोदा, रोजड़ी, काचरोदा, फुलेरा, सांभर, इत्यादि क्षेत्र।	190+190= 380 किमी प्रातः+सांय	9000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	4.50	10.50	1.90	इन्सुलेटेड वाहन टाटा 909 टाटा 407 अथवा समकक्ष क्षमता का वाहन
13	161	बगरू	मंगलम सिटी, रामचन्द्रपुरा, बड़ के बालाजी, बम्बोरिया, ठिकरिया, सांझरिया, मनीपाल यूनिवर्सिटी, दहमी गांव, दहमी खुर्द, चिरोटा, रिको, रिको एरिया बगरू, तकिया, मैन बगरू, बैगस रोड, बालकनाथ बाबा की ढाणी, आईटीआई कॉलेज, छितरोली, रवान इत्यादि	110+110= 220 किमी प्रात:+सांय	10500	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	5.50	11.80	2.20	इन्सुलेटेड वाहन टाटा 909 ़टाटा 407 अथवा समकक्ष क्षमता का वाहन
14	162	जमुवारामग ढ़ आंधी	नायला मोड़, आमोमोड़, लागरियावास, सायपुरा गावं व मोड़, साईवाड़, पीपलियावास, चैनपुरा आरएसी, पालेड़ा, हीरावाला, जमुवारामगढ़ गांव, नकची घाटी, थौलाई, आंधी, भवानी कलां, रायसर मातासुला थली खवारानी, पालड़ी, सरजोली, खड़कड़ा, बुज, डोडा डूंगर, मानेाता एवं आसपास का क्षेत्र।	190 किमी	3000	प्रातःकालीन (एक समय)	1.50	3.50	0.70	इन्सुलेटेड वाहन टाटा 407 अथवा समकक्ष क्षमता का वाहन

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15	163	रेनवाल मांजी	(क) रातलिया स्टेण्ड, बालावाला, बाणियावाली, टीलावाला, रेनवाल मांझी, पहाडिया मोड़ आदि (दोनों समय सप्लाई) (ख) तेजावाला, चारणवाला, किशोरपुरा, हीरापुरा, झावड, रूपवास, मानपुरा, पहाड़ियां गांव, डाबला बुजुर्ग, मोहब्बतपुरा, कपूरावाला, लाखना, बानियाली, पवालिया, एवं आसपास का क्षेत्र । (प्रातःकालीन सप्लाई एक समय)	(क+ख) 120+80= 200 किमी प्रात:+सांय	7000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	3.50	8.00	1.50	इन्सुलेटेड वाहन टाटा 709 . टाटा 407 अथवा समकक्ष क्षमता का वाहन
16	164	सामोद अमरसर	काल्यावास, लक्ष्मी कॉलोनी, बिशनगढ़, बगवाड़ा, दौलतपुरा, खेराश्यामदास, बिलोंची, सनराईज होटल, चितवाड़ी बांसा, मानपुरा माचेड़ी, सामोद महार, धवली, राड़ावास, मारकी, अमरसर, हनूतपुरा, करीरी, सम्पूर्ण एरिया आसपास का क्षेत्र ।	200 किमी	3500	प्रातःकालीन (एक समय)	1.50	4.50	0.75	इन्सुलेटेड वाहन टाटा 407 अथवा समकक्ष क्षमता का वाहन
17	165	मनोहरपुर विराट नगर	मनोहरपुर कस्बा, खोरा, लाड़खानी, मेड, भामोद, नवरंगपुरा, बीलवाड़ी, विराटनगर जवानपुरा, केवरा की ढाणी, बाघाबॉस आदि।	230 किमी	5500	प्रातःकालीन (एक समय)	2.50	6.50	1.20	इन्सुलेटेड वाहन टाटा 709 अथवा समकक्ष क्षमता का वाहन
18	166	आसलपुरा बेगस	(क) नाड़िया, गान्धीबस्ती, सिरसी गांव, सिरसी मोड़, सिरसी लिंक रोड, अक्षित मिडोज, बिन्दायका गांव, जेडीए कॉलोनी, सिवार एरिया, निमेड़ा, मुण्डियारामसर, धानक्या, बेगस आदि। (दोनों समय सप्लाई) (ख) आसलपुर, आसलपुर फाटक, बोबास एवं आसपास का क्षेत्र इत्यादि। (प्रातःकालीन एक समय सप्लाई)	(क+ख) 180+80= 260 किमी प्रातः+सांय	10500	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	5.50	11.80	2.20	इन्सुलेटेड वाहन टाटा 709 ़टाटा 407 अथवा समकक्ष क्षमता का वाहन
19	167	शाहपुरा	(क) मनोहरपुर टोल के बाहर, मण्डी चौराहा, जोगी का बाग, शाहपुरा पावर हाउस, नाथावाला (दोनों समय सप्लाई) (ख) साईवाड़ मोड, साईवाड़ गांव, बाड़ी जोड़ी, रामपुर आसपास का क्षेत्र आदि (पात: एक समय सप्लाई)	(क+ख) 220+180= 400 किमी प्रातः+सांय	7000	प्रातःकालीन / सांयकालीन (दोनों समय)	3.50	8.00	1.50	इन्सुलेटेड वाहन टाटा 709 . टाटा 407 अथवा समकक्ष क्षमता का वाहन

20	168	हिंगोनिया रेनवाल	हिंगोनिया, भैसावा, करणसर, हरसोली, किशनगढ़ रेनवाल, बापड़ी, ड्योड़ा, रामजीपुरा खुर्द, नाथी का बास, मुण्डियागढ़, खेड़ी, नादरी, प्रतापुरा, व आसपास का क्षेत्र।	220+220=4 40 किमी	5000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	2.50	5.80	1.10	इन्सुलेटेड वाहन टाटा 407 ट्रं च्पबानच अथवा समकक्ष क्षमता का वाहन
21	171	कालाडेरा गोविन्दगढ़	नीदड, जयरामपुरा, जाहोता, जालसू, रायथल, मण्डा रिको, होटल, बड़ी डूंगरी, छोटी डूंगरी, लालासर, बधाल, किशनमानपुरा, हस्तेड़ा, कालाडेरा, गोविन्दगढ़, टाकरड़ा, डोढसर इत्यादि ।	225 किमी	2000	प्रातःकालीन (एक समय)	1.00	2.50	0.50	इन्सुलेटेड वाहन टाटा 407 अथवा समकक्ष क्षमता का वाहन
22	172	कुण्डल बांदीकुई	खान भांकरी रोड, खांन भांकरी फाटक, कुण्डल, गुढाकटला, पिछुपाड़ा, गूलर चौराहा, बांदीकुई सम्पूर्ण, बसवा, मुकरपुरा चौराहा एवं आसपास का क्षेत्र।	280 किमी	4500	प्रातःकालीन (एक समय)	2.00	5.50	1.00	इन्सुलेटेड टाटा 709 वाहन अथवा समकक्ष क्षमता का वाहन
23	173	खेजरोली निवाणा	भोपावास, हाथनोदा, नांगल भरड़ा, अमरपुरा, कालू का वास, तिगरिया, धानोता, बांस का टीबा, निवाणा, खेजरोली, सिंगोद, धोबलाई, ढोढसर, गोविन्दगढ़, उदयपुरिया, ईटावा भोपजी एवं हाड़ोता इत्यादि क्षेत्र।	190+190=3 80 किमी	2000	प्रातःकालीन (एक समय)	1.00	2.50	0.50	इन्सुलेटेड टाटा 407 वाहन अथवा समकक्ष क्षमता का वाहन
24	174	झाग मौजमा बाद	जयसिंहपुरा, पीपला, भरत सिंह, नेवटा, खटवाड़ा, महापुरा महेन्द्रा सेज, कलवाड़ा, अजयपुराजपुरा, सिराणी, चिरोटा, बगरू झाग स्टेण्ड, रामपुरा ऊंटी, राताखेड़ा, झाग, मौजमाबाद, सावली, बिहारीपुरा, धमाणा आदि।	(क+ख) 190+190= 380 किमी प्रातः+सांय	8000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	4.00	9.20	1.70	इन्सुलेटेड वाहन टाटा 709 ़ टाटा 407 अथवा समकक्ष क्षमता का वाहन
25	176	तालाधौला, चंदवाजी	(क) दण्ड, लबाना, अचरोल, अमेठी, निम्स, चन्दवाजी (दोनों समय सप्लाई) (ख) भानपुर कला, चिताणु गांव, चादावास, राजपुरावास, तालाधौला, चिलपली मोड़, गढ़वाड़ी, गुणवता, समुरकुई आदि का आसपास का क्षेत्र। (प्रातः एक समय सप्लाई)	(क+ख) 170+130= 300 किमी प्रातः+सांय	7500	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	3.50	9.00	1.60	इन्सुलेटेड वाहन टाटा 709 ़टाटा 407 अथवा समकक्ष क्षमता का वाहन

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26	179	कोटखावदा कानोता	कानोता, नायला, खिजूरिया, सॉख, रूपपुरा, कोटखावदा, सांभरिया, अचलपुरा, पीलिया, देवगांव, काशीपुरा, बांसकाकरा, रूपाड़ी, रूपाड़ी टीबा, रूपाड़ी गांव आदि	160 किमी	2500	प्रातःकालीन (एक समय)	1.50	3.00	0.60	इन्सुलेटेड वाहन टाटा 407 अथवा समकक्ष क्षमता का वाहन
27	180	फागी माधोराजपुर ा	(क) हरसूलिया, भोजपुरा, माधोराजपुरा, डिग्गी रोड पर फागी कर्स्बे का सम्पूर्ण क्षेत्र, (दोनों समय सप्लाई) (ख) थला, चकवाड़ा, शंकरपुरा, नीमेड़ा, खेड़ा बालाजी, चोंदमाकला, मेडवास, चौरू, लदाना, दतौली, चितौड़ा, पीपला एवं आसपास का क्षेत्र। (प्रातः एक समय सप्लाई)	(क+ख) 210+120= 330 किमी प्रात:+सांय	7000	प्रातःकालीन ⁄ सांयकालीन (दोनों समय)	3.50	8.00	1.50	इन्सुलेटेड वाहन टाटा 709 टाटा 407 अथवा समकक्ष क्षमता का वाहन

- नोट :-- (1) विभिन्न ग्रामीण मार्गों के कुल दूरी (आना–जाना) मार्ग के सामने अंकित किलोमीटर के अनुसार यह दूरी अनुमानित है यदि किसी मार्ग में कोई नया आउटलेट खुलता है तो उसकी सप्लाई हेतु मार्ग के किलोमीटर में यदि वृद्धि होती है तो इसके लिए अतिरिक्त व्यय टेण्डर की शर्तानुसार देय होगा।
  - (2) ग्रामीण क्षेत्रों में दूध की मात्रा के अनुसार अपेक्षित क्षमता के वाहन से दुग्ध / दुग्ध उत्पाद सप्लाई कर सकेंगे।
  - (3) उपरोक्त सभी निर्धोरित एरियाओं में दूध की मात्रा अनुसार सप्लाई की व्यवस्था को सही समय पर सुनिश्चित करने के लिये निविदा के बाद भी इन एरियाओं में से कटौती करके नया एरिया का सृजन निविदा के माध्यम से किया जा सकेगा। इसका संपूर्ण अधिकार जयपुर दुग्ध संघ को होगा।
  - (4) निविदादाता को अनुबंध में अनुबंधित वाहन से ही सप्लाई की जानी है। अन्य वाहन से सप्लाई नहीं की जावेगी। वाहन दुर्घटना/अतिआवश्यक क्षेणी के कारण से गाड़ी खराब होने की स्थिति में प्रबंध संचालक महोदय की अनुमति के प चात् ही अन्य वाहन से सप्लाई की जावेगी।
  - (5) वापसी में जमा होने वाली क्रेट्स में केवल जयपुर डेयरी की ही क्रेट्स स्वीकार की जावेगी।
  - (6) आवश्यकतानुसार अतिरिक्त वाहन (ई–रिक्शा, ऑटो, छोटा लौडिंग एवं बड़ा लौडिंग वाहन आदि) की जरुरत पड़ने पर वाहन की व्यवस्था करनी पड़ेगी।