

RATE CONTRACT FOR SUPPLY AND INSTALLATION OF AUTOMATIC MILK COLLECTION UNIT

एकल चरण – दो भाग निविदा

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लिमि०

गान्धी नगर, रेल्वे स्टेशन के पास, जयपुर–302015

वेबसाईट-www.jaipurdairy.com

ईमेल: jaipurdairy@jaipurdairy.com, engg@jaipurdairy.com

Phone No.: 0141-2713666-69 Fax No.: 0141-2711075 GST No. 08AAAAJ0767G1ZR

RATE CONTRACT FOR SUPPLY AND INSTALLATION OF AUTOMATIC MILK COLLECTION UNIT

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Disclaimer

- A. The information contained in this e-tender/Bid document provided to the Bidder(s), by or on behalf of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited or any of its employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this e-tender/Bid document and all other terms and conditions subject to which such information is provided.
- B. The purpose of this e-tender/Bid document is to provide the Bidder(s) with information to assist the formulation of their Proposals. This e-tender/Bid document does not purport to contain all the information which each Bidder may require. This e-tender/Bid document may not be appropriate for all persons, and it is not possible for Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, its employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this e-tender/Bid document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this e-tender/Bid document and where necessary obtain independent advice from appropriate sources.
- C. Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the e-tender/Bid document.
- D. Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this e-tender/Bid document.

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.

Near Gandhi Nagar Railway Station, Jaipur 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

RATE CONTRACT FOR SUPPLY AND INSTALLATION OF AUTOMATIC MILK COLLECTION UNIT

Critical Dates

Sr. No.	Particulars	Date
1.	Date & time of uploading tender document by Jaipur Dairy.	04.06.2025
		upto 4.00 PM
2.	Date from which Bidding Document will be provided from the web-site of	04.06.2025
	Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited i.e.	upto 4.00 PM
	<u>www.jaipurdairy.com</u> or can be downloaded from e-procurement or State	
	Public Procurement Portal	
3.	Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur	NA
4.	Last time and date upto which Bids can be submitted/ uploaded on e-	18.06.2025 till
	procurement website.	01:00 PM
5.	Last date & time for submission of fees following in original and physical form:	
		18.06.2025 till
	Bid-security/EMD: Rs. 12,,00,000 /- by DD / pay order (CTS only) in name of JZDUSS Ltd., Jaipur	03:00 PM
	Tender document fee: Rs. 500/- by DD / pay order (CTS only) in name of JZDUSS Ltd., Jaipur	
	RISL Procesing fee: Rs. 2500/- by DD / pay order (CTS only) in name of M.D., RISL, Jaipur	
6.	Time and date of opening of Technical Bid	19.06.2025
		at 01.00 PM
7.	Time and date of opening of Financial Bid	To be informed
		later

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Near Gandhi Nagar Railway Station, Jaipur

RATE CONTRACT FOR SUPPLY AND INSTALLATION OF AUTOMATIC MILK COLLECTION UNIT

Last Date & Time For Submission:
 Date & time for opening of the Tender (Technical bid only):
 18.06.2025 till 01:00 PM
 19.06.2025 at 1:00 PM

3) Estimated value of Contract: Rs. 6.crore

4) Earnest Money Deposit: Tender form must be accompanied with Earnest money

EMD should be in the form of DD in favour of "Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited" without which the tender form will not be considered.

5) Period of Contract: One Year (extend if required)

6) Tender Fee (non-refundable): Rs. 500/- (Rupees five hundred Only) by Demand Draft

In favour of JZDUSS LTD. payable at Jaipur.

deposit of Rs. 12,00,000/- (Rs. Twelve Lakh Only). The

7) Tender Processing Fee (non-refundable): Rs 2500/- (Rupees Twenty Five hundred Only) by Demand

in favour of MD, RISL payable at Jaipur.

7) Security Deposit: The successful bidder will have to deposit Security Amount of

Rs.30,00,000/= in form of D.D. The EMD will be adjusted

against the S.D. amount.

8) 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 www.jaipurdairy.com. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal http://sppp.rajajasthan.gov.in and website of e-procurement <a href="http://sppp.raja

- 9) 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 reason thereof.
- 10) For any queries regarding this tender contact- Sh. Surender Dodwadiya, Deputy Manager Engineering (+91-7891251006) E-Mail: jaipurdairyengineering@gmail.com

निविदा सूचना (समाचार पत्र में प्रकाशनार्थ)

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर

गाँधी नगर रेलवे स्टेशन के पास, जयपुर-302015 फोन: 0141.2713666-69 फैक्स : 0141-2711075 सरस हेल्पलाईन नं. : 0141-2709444-45

कमांक :-एफ (7) जजिदुससंति. / क्य / 2025-26/ → 201- 08 दिनंक :-28.05.2025 <u>ई-निविदा-सूचना</u>

जयपुर दुग्ध संघ में SITC of automatic milk collection unit की आपूर्ति हेतु ई-गिटिदा (https://eproc.rajasthan.gov.in पर आमंत्रित की जाती हैं। विस्तृत शर्ते / महत्वपूर्ण दिनांक इत्यादि सघ की वेबसाईट www.jaipurdairy.com एवं sppp.rajasthan.gov.in/पर भी देखी जा सकती हैं।

प्रतिलिपि-

प्रबन्धक (संयंत्र/न्यू प्लान्ट/गुण नियंत्रण /वित्त एंव लेखा /अभियांत्रिकी) दुग्ध संघ, जयपुर।

2: प्रबन्धक (प्रचार) दुग्ध संघ, जयपुर -को भेजकर निवेशित है कि उक्त सूचना को एवं राज्य स्तरीय समाचार पत्र एवं उपरोक्त वेबसाइट में प्रकाशित करायें।

3. नोटिस बोर्ड - 1 एवं 2

कार्यालय पत्रावली / मास्टर फाईल।

प्रभारी (क्या

अनुभाग -I Instruction to Bidders

INSTRUCTIONS FOR SUBMISSION OF E-TENDER FORM & DOCUMENTS

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

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

- c. Bidders shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D. for Tender fees, Processing Fees and E.M.D. should be submitted manually in the office of Tendering Authority Before date & time of opening of technical bids and scanned copy of D.D. should also be uploaded along with the online bid.
- d. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
 - e. The scan copy of tender form, rates & other relevant documents duly signed by Tenderer should be submitted online only.
- f. If required by the Tenderer, training may be given by DOIT, Yojana Bhawan, Bidder Contact: E-Procurement Cell, 1st Floor, Yojana Bhawan Tilak Marg, C-Scheme, Jaipur. Help Desk MOBILE:+91-7878007972, +91-7878007973, or 180030702232 "Toll free, 24X7"

E-mail- eproc@rajasthan.gov.in

- g. Tender Form & handwritten rates would not be accepted in Tender Box,
- h. Please read carefully the steps of submitting Tender online.
- i. Bidders are also advised to refer "Bidders manual" available under "Downloads" section for further details about the e-tendering process.

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:- Chairman, Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited

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

Filing an appeal

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 feels aggrieved:

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 of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

(2) Form of Appeal

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to Appellate Authority, in person or through registered post or authorised representative.

(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 Authority concerned.

(4) Procedure for disposal of appeals

- (a) The Appellate Authority, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
- (i) Hear all the parties to appeal present before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

Annexture

E- FORM No. 1

[See rule 83]

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

Appeal No
 2. Name and address of the respondent(s): 1. 2. 3.
3. Number and date of the order appealed against and name and designation of the officer / authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
(Supported by an affidavit)
7. Prayer:
Place
Date

Appellant's Signature

अनुभाग-II:

निविदादाताओं की अर्हता, पात्रता एवं मूल्यांकन की शर्ते

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

क्रम	विवरण	रजि. सं.	वर्ष	पंजीकरण	संलग्नक
संख्या				दिनांक	क्रमांक
1.	वस्तु एवं सेवा कर (GST)				
2.	आय कर (PAN)				
3.	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958				
	B.R.N. no. / MSME Certificate या				
	इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत				
	या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत				

2. निविदादाता को निविदा प्रपत्र फीस, टेण्डर फीस, आरआईएसएल फीस एवं ई.एम.डी. राशि निर्धारित समय सीमा में जमा करवाना आवश्यक है अन्यथा निविदा निरस्त कर दी जावेगी।

- 3. निविदादाता द्वारा जयपुर संघ अथवा संघ के अधिकारियों / कर्मचारियों के विरूद्व (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लिम्बत होने पर निविदा में भाग नहीं ले सकते।
- 4. निविदादाता जिन्हे पूर्व में संघ द्वारा किसी भी कारण से अयोग्य किया गया है / निलम्बित / अनुबंध निरस्त किया गया है / ब्लेक लिस्टेड किया गया है वे इस निविदा में भाग नहीं ले सकते।
- 5. 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 नहीं ले सकते।
- 6. 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 है वे इस निविदा में भाग नहीं ले सकते।
- जयपुर दुग्ध संघ में सुरक्षा कार्य के अनुबन्धित ठेकेदार, पशु आहार संयंत्र कालांडेरा के सभी अनुबन्धित ठेकेदार जयपुर दुग्ध संघ के निविदाओं में भाग नहीं ले सकते।
- 9. 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।
- 10. 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 अविध के दौरान तथ्य उजागर होने पर टेण्डर को निरस्त भी किया जा सकेगा। जिसके लिए निविदादाता स्वयं जिम्मेदार रहेगा।
- 11. निविदादाता को निविदा से सम्बन्धित सभी शर्ते माननी होगी। निविदादाता द्वारा सशर्त निविदा प्रस्तुत किये जाने पर वह निविदा निरस्त मानी जावेगी।
- 12. निविदादाता को जी.एस.टी. में पंजीकृत व पेन नम्बर का प्रमाण पत्र प्रस्तूत करना होगा।
- 13. निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
- 14. निविदादाता को निविदा प्रपत्र व संलग्न दस्तावेजो के प्रत्येक पृष्ठ पर हस्ताक्षर एवं सील अंकित करनी होगी।
- 15. एम.एस.एम.ई. निविदादाता को किसी भी प्रकार की टेण्डर फार्म राशि / ई.एम.डी. / सिक्योरिटी राशि में छट नहीं दी जावेगी।
- 16. परिवार के सदस्य जिनके निविदादाता से रक्त सम्बन्ध है और जो निविदादाता पर आश्रित हैं वे निविदा मे भाग नहीं ले सकते।

अनुभाग-III (A) Terms of Reference

- Scope of Work: Jaipur Dairy, Jaipur invites tender in two cover system for selection for RATE CONTRACT FOR SUPPLY AND INSTALLATION OF AUTOMATIC MILK COLLECTION UNIT as per the prescribed Specifications. Prospective suppliers willing to participate in this tender shall necessarily register themselves in e-procurement portal.
- Dividing quantities among more than one bidder at the time of award.- As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as predisclosed in the bidding documents, shall not be deemed to be a negotiation.
- Job Completion Period: The supplier will complete the job within 45 days from the date of placement of the order by the Jaipur Milk Unions or as settled with the tenderer or as provided in the acceptance of tender. In case supplier fails to supply and deliver the tendered item within the prescribed time as mentioned in the order, the JZDUSSL reserves the right to effect risk purchases from other source on the supplier's risk and cost. Milk Unions/JZDUSSL also reserves the absolute right as to the method adopted for affecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/security deposit lying with JZDUSSL notwithstanding whether such amount(s) pertain to current and/or previous contract(s).

Supply of equipment- 1 Month From the P.O

Installation, Testing & Commissioning- 15 days From The Supply Date

- 4. **Liquidity Damages**: In case risk purchases are not effected for any reasons and approved supplier completes the work beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the Milk Unions such late receipt of goods shall be subject to late penalty at following rates:
 - a. If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will beimposed.
 - b. If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
 - c. If the delay is more than two weeks but less than three weeks, penalty @ 3% will beimposed.
 - d. If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
 - e. However, in case of persistent delay in the supply of material by the tenderer, the rate contract may be cancelled and security will be forfeited by the JMU.

- 5. The Jaipur Milk Unions reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 5% in case of delays beyond one month as stipulated above. The JMU further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.
- 6. Payment will be made on Satisfactory Quality verification of the supplied material, within 30 days, of receipt of the Bills.

For Supply:-

- 30% can be taken as advance against Advance Bank Guarantee.
- 90% after receipt of equipments in satisfactory conditions (if 30% advance not taken)
- 10% payment of basic amount will be hold for 12 months and it can be release against the 10% amount PBG. having validity of 12 months from the date of successful commissioning.

For Installation, Testing and Commissioning:-

• 100% after successful commissioning of machine.

7. Guarantee:-

The supply of equipment as well as installation, if entrusted shall have to be carried out bythe supplier to the entire satisfaction of the buyer. The supplier shall also guarantee torepair/replace without any extra cost, the items or parts thereof if found defective due to defective design, workmanship or substandard material brought to the attention within 12calendar months from the date of satisfactory commissioning or within 18 months from thedate of receipt of material at site, whichever is earlier. If it is necessary to send the defective equipment or parts thereof for repair/replacement the cost of loading, unloading, repacking and transportation from the site to works and back to site shall have to be borneby the supplier. The guarantee however does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment by the buyer/his authorised representative. The contractor shall have to guarantee the complete installation for satisfactory performance for a minimum period of one year from the date of commissioning of theplant. Any defect arising out of faulty erection/installation or use of substandard material or workmanship shall have to be rectified by the contractor at his own cost.

8. Warranty:

All the suppliers shall provide a warranty for a minimum period of 12 calendar months from the date of commissioning of the equipment for the satisfactory performance of theequipment supplied to the designed/rated/installed capacity or any other norms fixed by the buyer. Also, they should provide a warranty for the period as stated above to that supplier shall alone be responsible for all the litigations/disputes/claims and other legal complications that may arise in connection with the patent rights design rights and therights of ownership of the materials.

9. **All legal proceedings**, if necessity arises, to be instituted by any of the parties shall have to be lodged in courts situated at Jaipur and not elsewhere.

10. Servicing & Maintenance-

The successful bidder will have to provide services for repair and maintenance (if any), as and when required for which payment will be made as per company terms and conditions. Bidder will have to provide an affidavit on thier Letter Pad.

अनुभाग-III (B)

निविदा की सामान्य शर्तें:--

- 1. निविदा प्रपत्र दो भागों में है (तकनीकी भाग भाग ''अ'' एवं वित्तीय भाग भाग ''ब'')। निविदादाता द्वारा दोनो भाग अलग अलग अलग अलग भरे जाने हैं एवं दोनो 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 शर्तों के अनुसार धरोहर राशि (अरनेस्ट मनी), टेंडर फार्म फीस के ड्राफ्ट जयपुर जिला दुग्ध उत्पादक सहकारी संघ लिमिटेड़, जयपुर के नाम संलग्न करनी होगी एवं टेंडर 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 निविदादाताओं 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।
 - नोटः 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 पश्चात् तक की होना अनिवार्य हैं।
- 7. अनुबंध की अवधि को संतोषजनक कार्य होने की स्थिति में तीन माह के लिए उन्हीं शर्तो पर बढ़ायी जा सकती है।
- 8. अनुबन्ध हस्ताक्षरित करने से पूर्व विशेष शर्तो के अनुसार सिक्यूरिटी के रूप में वांछित राशि जमा करानी होगी जिस पर कोई ब्याज देय नहीं होगा। सुरक्षित राशि अनुबन्धित कार्याविध की सफलतापूर्वक समाप्ति के 6 माह पश्चात् निम्न शर्ते पूरी हो जाने के उपरान्त चैक से लौटाई जा सकेंगी:—
 - (अं) 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।
 - (सं) श्रमिक अधिनियमों के अन्तर्गत भविष्य निधि, राज्य कर्मेचारी बीमा नियम में जमा का प्रमाण पत्र प्रस्तुत करने पर (यदि आवश्यक हो तो)।
 - (द) कान्द्रेक्ट 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 मयं 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।

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9. निविदा प्रपत्र के **विशेष शर्तों** में कार्य सम्बन्धी समस्त विवरण व शर्तों का विवरण दिया गया है। निविदादाता को इनके SIGNATURE OF THE TENDERER WITH OFFICE SEAL&

प्रत्येक पृष्ठ पर अपने हस्ताक्षर अंकित करके चाहे गये समस्त दस्तावेजों को स्वयं 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 से 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 सूचनाऐ 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 दरों 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 पश्चात् भी अनुबंधकर्ता फर्म अनुबंध की शर्तों से बंधी हुई रहेंगी।
- 20. कार्य आदेश देने के 15 दिवस के अन्दर समस्त औपचारिकतायें पूर्ण कर कार्य प्रारम्भ करना होगा। जिसके अभाव में कार्य आदेश निरस्त कर अमानत 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 प्रपत्र 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, जहाँ 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 संघ हित में अनुबंध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा।
- 27. संघ हित मे 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 के अनुसार अनुबन्ध राशि का 0.25 प्रतिशत 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 कार्ये 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, कर्मचारी राज्य बीमा अधिनियम, बाल श्रमिक रोकथाम एवं रेग्युलेशन एक्ट 1986 एवं आईएसओ 22000 के सिद्वान्तों की अनुपालना स्वयं को करनी होगी।
- 33. अनुबंधकर्ता को अपने प्रत्येक कर्मकार के लिये रू० 05 लाख बीमित मूल्य का 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. सम्बन्धित अनुबंधकर्ता से अनुबन्ध अविध में जो भी सूचना या दस्तावेज इस संघ द्वारा मांगे जावेगें वे निश्चित अविध 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 अनियमितता के लिये अनुबन्धकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबन्ध भी निरस्त किया जा सकेगा।
- 40. अनुबंध अविध 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 ।
- 41. 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।
- 42. निविदा प्रपत्र की सभी शर्ते अनुबंध का हिस्सा होंगी।
- 43. यदि राज्य / केन्द्र सरकार द्वारा जीएसटी दरों मे वृद्धि की जाती है तो उसका समायोजन तद्नुसार किया जायेगा। इसके अलावा अन्य कोई नया कर निविदा के पश्चात निर्धारित किया जाता है तो उसका भुगतान देय दरों के अतिरिक्त होगा।

- एक ही ठेकेदार द्वारा समस्त कार्यो का ठेका लेने की सम्भावना 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 मे भी जयपुर डेयरी मे घटित हो चुकी है।
- सुरक्षा व्यवस्था मे कार्यरत ठेकेदार यदि अन्य कार्यो का भी ठेका ले लेता है तो उसी के कर्मकार संयंत्र के अन्दर—बाहर आते जाते रहेंगे। ऐसे मे ये किसी भी प्रकार की चोरी/अनियमितता होने पर संघ के उच्चाधिकारियों को रिपोर्ट नहीं करेंगे एवं कार्य मे पारदर्शिता नही रहेगी।
- एक ही ठेकेदार यदि समस्त कार्यो का ठेका ले लेता है तो यह स्वाभाविक रूप से एकाधिकार व हठधर्मिता प्रदर्शित करेगा।
- यह है कि निविदा मे ज्यादा से ज्यादा निविदादाता भाग लेने चाहिए जिससे प्रतिस्पर्धात्मक रूप से दरें प्राप्त हो सकती है। ऐसे मे दुग्ध संघ मे कार्यरत वर्तमान ठेकेदारों के अतिरिक्त बाहर से ज्यादा से ज्यादा फर्मों को भाग लेने हेतु प्रोत्साहन मिलेगा।

45. Force Majeure Clause:

The terms and conditions mutually agreed upon shall be subject to Foce Majeure Clause. Neither the supplier nor the purchaser shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war hostilities, revolution, civil commotion, strike, pendemic, order, proclamation, regulation or ordinance of any Government or of any act of God or of any other cause wherher of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

उपरोक्त समस्त शर्तें पढ़ ली हैं व मान्य हैं।

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 http://sppp.rajasthan.gov.in Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

TECHNICAL SPECIFICATION OF AUTOMATIC MILK COLLECTION UNIT (AMCU)

Sr. No.	Technical Specifications
	 1.1 The Unit should be suitable for instant weighing of milk, measuring fat & SNF content, calculating the amount payable to the member based on fat and/or fat & SNF weight, printing the amount calculated thereof with member identification details. The Unit shall also be used for maintaining the main records of the collection Centre together with the details of milk business transactions of the village co-operative society/MCC. 1.2 The Unit should be able to measure milk component contents viz. fat from 0.5 % to12 % & SNF from 6% to 12 % and able to weigh milk up to 200 kg per batch at a time. This should process approximately 110 samples of milk per hour. 1.3 Interface of any other locally available milk analyzer, Adulteration testing machines, EWS will be in the scope of bidder. Protocol will be provided by JAIPUR MILK UNION Dairy. No extra charges will be given during warranty and AMC period. 1.4 In case JAIPUR MILK UNION Dairy wish to integrate all AMCUs with central monitoring system. The suitable interface for the same will be provided by bidder as per JAIPUR MILK UNION Dairy requirements without any cost.
	The AMCU specs detailed below are minimum required specification. The vendor has to provide for all the components/ tools/ software required for meeting operational & functional requirement. Bidders can offer better & higher version specs if available with them which could be considered, but without any extra weightage. All the components of the AMCU should be rugged and must operate in dusty, hot, and humid village environment where power outages and supply fluctuations are frequent. The operators may not be skilled persons and not conversant in using electronic equipment. • Power Supply: 160 to 260+10% V (AC); 50 Hz + 3% / 12 V (DC)
	 Ambient Temperature: 5 - 500 C Relative Humidity: 50% to 95% i. <u>Installation and Commissioning</u>: All the components of the AMCU should be assembled, configured, commissioned, and demonstrated for the purpose of smooth milk collection by the supplier to the
	satisfaction of the user. The bidder should install and provide all the inputs/materials for the proper earthing as per local Electricity Board Regulations ii. Warranty: All the components included in the AMCU shall be warranted for 3-year comprehensive warranty except Burnt & broken items are not covered. Supplier to ensure the
Sr. No.	Technical Specifications

installation and commissioning of proper earthing before start of actual operation of AMCU.

- iii. <u>Annual Maintenance Service</u>: Purchaser may choose to avail additional AMC after completion of 3 years warranty on the additional cost from the supplier.
- iv. Placement of a technician at field level per 50 AMCU, for repair and maintenance so that the system is available by next milk collection shift. Burnt & broken items are not covered under AMC.
 - Milk Collection Centre should arrange to send Milk Analyser for servicing at the nearest BMCU Centre / Chilling Centre. In case large area, the Supplier should provide servicing at site.
 - During warranty period of 3 years and Annual Maintenance Service period of 2 years (if awarded), the posting of the technician will be as under:
 - AMCU installed (nos.) <= 25 to be attended within 24 hours;
 - AMCU installed (nos.) > 25 and up to 50 posting of one technician;
 - Thereafter, one technician per addition of 50 AMCU.
 - <u>Training</u> Comprehensive training for 2 days in classroom & Hands-on training for 4 shifts of milk collection on all operational aspects of the milk analyser and other AMCU components to DCS/MCC staff at Village level and other officers of the JAIPUR MILK UNION Dairy Between 1st & 2nd month of installation refresher training in group shall be imparted at the nodal location (Either Zone office/JAIPUR MILK UNION Dairy).
 - Operational & Cleaning SOPs (including leaflet on troubleshooting) Provide laminated wall
 chart indicating important steps involved in operation & cleaning of the Milk Analyser for display
 in DCS.
- All operations are manual or semi-automated at society level. No regular power supply is available and fluctuation in power supply is very high.

Clean and dust free environment cannot be guaranteed. The operators may not be IT savvy.

Major Activities at Society

- Purchase of Milk
- Payments to producers for milk poured, government subsidies,

incentives for quality etc.

- Purchase of Cattle Feed
- Purchase of Ghee
- Other Purchases
- Expenditure for Services
- Other Expenditures

Sr. No.	Technical Specifications
110.	Local Sale of Milk
	Supply/Sale of Milk to the Union
	• Sale of Cattle Feed
	• Sale of Ghee
	• Support for AH, AI etc.
	Income from Services
	Other Income
2.	• Other Income

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE JZDUSS LTD.

	The Unit should be suitable for instant weighing of milk, measuring fat, <i>SNF & water</i> content, calculating the amount payable to the member based on fat, <i>SNF &</i> weight, printing the amount calculated thereof with member identification details. • This unit should also be used for maintaining the complete record of the collection centre as above together with the details of all transactions of the producers/MCC. • Recommended to incorporate capability for online data transfer to
	Milk Union and designated local Banks for transfer of payments to milk producers in their bank accounts directly.
3	
3.0	Models of PC offered should be of Enterprise/Business Class Desktop PC (OEM). Home/SMB Class Desktop PC shall not be accepted.
3.1	Processor 10th Generation or above Intel Core processor, 6 MB Cache, 64 bit, 4 Core i5 Processor
3.2	Form Factor Tower Model
3.3	Chipset Intel Chipset supporting the above processor
3.4	Memory 8 GB DDR3 1333 MHz SDRAM expandable to 8 GB
3.5	Internal Storage 500 GB SATA II Hard Disk Drive
3.6	Removable Media N/A
3.7	Graphics Integrated Intel HD Graphics supporting 1600x 1200 resolutions
3.8	Audio Integrated high-definition audio
3.9	Network 10/100/1000 Mbps Gigabit Ethernet
3.10	Display Monitor 18.5" wide screen LCD/LED Backlit TFT Color HD Monitor with 1366x 768 native resolutions
3.11	Input Devices USB standard Keyboard and USB Optical 2 button Scroll Mouse with Pad
3.12	Ports & Connectors
Sr. No.	Technical Specifications
	3 Serial Port, 1 Parallel Port, 1 VGA Port, 1 Microphone / Headphone jack, 1 RJ45 Ports
3.13	USB Ports 6 USB 2.0 Ports (Min. two on front and two on rear side)
3.14	PCI Slots Minimum 1 free PCI Slots
3.15	Compatibility 64-bit Windows 10 or above, Linux Compliant

3.16	Operating System Licensed Windows 10 Professional 64 bit or higher
3.17	Anti-Virus
3.17	Norton/Symantec, eTrust, MacAfee, Trend Micro, Quick Heal latest version with three (3) years license
3.18	 Warrantee Obligation call should be attended by next business day; problem resolved within 24 hours of attending the call; within 48 hours in case any part is to be replaced
3.19	Scope of work
3.17	Installation and configuration
3.20	Application Software The purchaser will have to provide the the software support services from the supplier. Purchaser has to provide the option at the time of IFB.
	Purchaser wishes to avail the software application along with Support from supplier then following
	 conditions will apply Supplier to develop and provide Integrated AMCU Software for all functions & requirements of Milk collection centre. Supplier to finalize requirements from the PI for all milk collection centres develop/modify a software and install in each AMCU with a testing period of software for 6 months from the date of installation of software and subsequent one-time modifications in the software based on feedback/request from PI/Milk Collection centres to be done without extra charges. The software should be bi-lingual (English and preferably Regional Language) Data generated from the new system should be compatible with the format in which the data is accepted by the existing system. The software should be user friendly, menu driven, and provide help facility in local language. The data input forms, reports, menus etc. should be in English and at least in one local language. The application software, if felt essential by the user, may be modified/upgraded to meet the need of the milk collection centre having Single or Cluster Bulk Milk Cooler installations. The software should have provision of connectivity of such milk collection centre with milk collection agency's head office in the future.
Sr.	Technical Specifications
No.	The supplier should also make necessary changes on case-to-case basis, wherever required. The application package should contain a legal copy of the database used.
4	
4.1	Print Method Impact dot Matrix external printer
4.2	Pins in head 24 pins
4.3	Print Direction Bi-direction parallel interface USB 2.0 (Full speed)

4.4	Print Speed
4.5	300 cps high speed draft, LQ and other features Printable column
4.5	80 (10 cpi)
4.6	Paper Handling
	Pull tractor unit
4.7	Paper Path
	Manual insertion- front or rear in – top out; Push Tractor- front or rear in- top out, Pull Tractor – front or rear
4.8	or bottom in and top out MTBF (hrs at 25% duty cycle)
4.0	10000 POH (25% Duty)
4.9	Copy Capability
	Original + 3 copies
4.10	<u>Cartridge</u>
4.1.1	Ribbon cartridge Black, with 2.5 million characters
4.11	Compatible OS with drivers MS Windows 8/7/Vista/XP(32 bit/64 bit), Windows Server 2003 / 2008 / 2012 (32 bit/64 bit), Mac OS X v
	10.3.9,10.4, 10.5,10.6, UNIX, LINUX
4.12	Accessories
_	Roll stand
5	
5.1	Functional Requirement
	To Electronically weigh & digital display of milk quantity in litre in a container
5.2	Capacity
	200 kg
5.3	Least Count
<i>7.</i> 4	20 gm
5.4	Weight Accuracy 20 gm as per Standards of W & M Rules 1987 medium accuracy Class- III
	20 gm as per Standards of W & W Rules 1907 medium accuracy Class- m
5.5	Certification & Stamping, BIS Marked
Sr.	Technical Specifications
No.	
	Duly certified and stamped by W&M Dept. and confirming to IS:9281(pt 1&2)1979, IS:9281 :1981 and IS:9281(Pt.4) 1983 as
	amended up-to-date. Additional BIS Marked EWS to be provided.
5.6	Display Resolution
	1/10,000 (accuracy class III)
5.7	Load Cell
.	Single, IP 67, grade SS of certified and approved make
5.8	Overload & shock load protection 300% to take impact of loading, with audio (beep) visual indication
5.9	Platform Size
3.7	600 mm x 600 mm
5.10	Platform MoC
	AISI SS 304,1.6 mm thick,150 grit top plate

6.2 **Type**

- Ultrasonic principle-based milk analyser for testing fat, SNF & added water
- Measuring parameters:
 - 1) Fat -0.5% to 12%, with accuracy +/-0.1%, with Resolution: 0.01% and Repeatability: +/-0.05%;
 - 2) SNF 6% to 12%, with accuracy +/- 0.2, with Resolution: 0.01% and Repeatability: +/-0.05%;
 - 3) Added water 0% to 60%, with accuracy +/-5% with Resolution: 1% and Repeatability 0.5%
- Measuring cycle- maximum 30 Sec per sample
- Average testing speed 110 samples/ hr

6.3 **Operational abilities**

Mode selection for type of milk - (1) Cow, Buffalo, Mixed / Single Curve with Cleaning, Calibration, System error list etc.

Option to transfer, cleaning and calibration data (current/historical) to a connected PC or over cloud should be available.

With Automatic Start-up Cleaning and Automatic Standby Cleaning facility.

Synchronization with Central application.

- 1. Live Sync of Data: Analyzer should upload audit log and measurement data to server when it is in contact with Internet.
- 2. Monitoring and Control:
- 1. The analyzer should be operated from IoT portal for remote calibration such as Linear correction of Slop Correction.
- 2. The analyzer should be configured online from the server without help of any human intervention.
- 3. The audit log should be captured for every configuration change.
- 4. The Analyzer's Admin portal should generate required reports to observers and maintenance the effectiveness of the operation

6.4 **MoC for enclosure**

AISI 304 0.75 mm thick minimum

6.5 Loose Accessories

- Holding bottom tray for spillage- 1 No.
- RS 232 Serial Cable- 1 No.
- A C Power cable with plug top- 1 No.
- Measuring mugs-2 No
- Daily cleaning solution No. of Bottle 3 (Quantity minimum 200 ml or equivalent).
- Weekly cleaning solution No. of Bottle 2 (Quantity minimum 200 ml or equivalent) or
- Any other chemical if required, it will be the scope of bidder in warranty and AMC period, free of
 cost.
- The calibration process is tamper-proof and secured through a One-Time Password (OTP) system. The OTP is dynamically generated by the milk analyzer and sent directly to the registered mobile number. Use of external dongles or any removable hardware is strictly not permitted. Jaipur Dairy will evaluate the offered features for best suitability, and only the features meeting their requirements will be selected.
- 6.7 **Manual**

Operating Manual each in English & Local language per AMCU supply

7

7.1	Functional Requirement
	To remove air from fresh milk sample by vibrations created in the milk before testing of milk.
7.2	Type
,,,_	Table-top, Ultrasonic Stirrer
7.3	Stirrer for Ultrasonic Stirrer
7.4	SS Ball type
7.4 Sr.	Ultrasonic Frequency Technical Specifications
No.	recinical Specifications
	20-25 KHz (Variable)
7.5	<u>Timer</u> 1-99 Sec selectable /Automatic
7.6	Environment
7.0	Suitable for dusty/humid village environment, operating temperature -5 to 50 Degree C
7.7	Connecting Cables Minimum 1.5 m Power cable with plug top
7.8	Complete ready to use
	Item complete in all respect with required electric/electronic parts, ready for use at site.
7.9	MoC for body AISI 304, 1.2 mm thick minimum
7.10	Operating Voltage
	230 Volts +/- 10, AC, 50 Hz and 12 Volts DC
8	
8.1	Functional Requirement
	To display pourer members milk collected & milk testing and other selected parameters in English/Local Language
8.2	<u>Type</u>
0.2	Wall mounted type
8.3	Display Parameters- 8 No. i. Member's code-3 to 16 digits;
	ii. Cattle Type- 1 character,
	iii. Milk Weight-5 digits;
	iv. Fat %-4 digits;
	v. SNF %-4 digits;
	vi. Rate in Rs-5 digits; vii. Amount in Rs6 digits generally to meet the need of the users.
8.4	<u>Interface</u>
0.5	RS – 232
8.5	Display Type 7 Bright segments, Red LED, 25 mm, 33 No., 11 in each row with 3 rows (or suitable to meet the requirement)
8.6	Labels for display Serven printed
8.7	Screen printed Environment
0.7	Dusty, Humid, preferably housing to be with IP 55 or equivalent protection, rust proof powder coated
	metallic.
	SIGNATURE OF THE TENDERER WITH OFFICE SEAL &

8.8	Connecting Cables
0.0	Minimum 5 m Power cable with plug top with connector at both ends
9	with plag top with connector at both class
9.1	Functional Requirement To give regulated AC power to AMCU from mains or attached battery
9.2	Type Line-Interactive type
9.3	<u>Capacity</u>
Sr. No.	Technical Specifications
	1500 VA minimum
9.4	Back up time (Full Load) 3-hrs minimum (in one shift)
9.5	Output Wave Form
	Sine Wave/Quasi Sine wave \
9.6	Voltage at input 160-280 V (+10%)
9.7	DC Voltage Bus 24V
9.8	Voltage at output (with Mains as well as with Battery) with in- 220V +/- 10%
9.9	Full protection Inbuilt protection - Under / Over voltage, Short-circuit, Overload Cut off, Low Battery Cut-off, Spikes cut-off
9.10	Warning (LED+Sound) Low Battery & Overloads
9.11	Input/Output Frequency 50Hz +/- 3Hz, No Correction Battery
	switch over Battery switch over in 3-10 milli seconds
9.12	Battery Charging
	• Preferably to take place even at 130 & 300 V with SMPS charger
	Boost charging at minimum 7A
	Battery overcharge protection
9.13	Battery No and Type 2 No 100 AH Tubular, Acid filled, low maintenance battery with level indicator (Maintenance free Battery
	desirable)
9.14	Charging Indicator Battery charging indicator plus low battery/ fault indicator to be provided
9.15	Battery Steel Rack Required
9.16	Leads between UPS & Battery Flexible, Cu conductor PVC, Minimum 1 m with lugs at both ends.
9.17	Warranty of Battery
0.10	3 years against manufacturing defect
9.18	Steel rack for UPS Required to place UPS above floor
L	SIGNATURE OF THE TENDERER WITH OFFICE SEAL.

9.19	No load loss at 24 Volt when UPS is ON
	Minimum
	All the components of the AMCU including optional items, if any should be assembled, configured,
	commissioned and demonstrated
	for the purpose of smooth milk collection by the supplier to the satisfaction of the user. The bidder should
	install and provide all the inputs/materials for proper earthing as per local Electricity Board Regulations

Bid Specific Additional Terms and Conditions:

- 1. The bidder to have deployment of at least 60 AMCU and/or DPMCU in Rajasthan in Milk Unions / Cooperative / NDDB owned companies / Producers Companies during last 3 financial years. PO copy and performance letter/self-attested tax invoice copies shall be submitted.
- Demo of tendered item will be provided at the JAIPUR MILK UNION Dairy by bidder as per requirement during tender process. Online portal for cleaning, calibration and all other features of each milk Analyser will be required.
- 3. Feedback from the users will be taken about after-sales services. This will be the key criterion to qualify the bid.
- 4. The bidder if blacklisted and/or debarred by any cooperative/NDDB for any product in the past and/or present then they are not eligible to participate. Such bids shall be summarily rejected without assigning any reasons.
- 5. The bidder with deteriorating net worth and/or negative cash profit in any of the last 4 financial years are not eligible to participate. Copy of Audited Balance Sheet, Profit & Loss Statement and Cashflow Statement are to be attached for the last 4 financial years.
- 6. Please consider above mentioned make of items for technical specification.

Sr. No.	Item description	Required make
1	PC	HP/DELL/ACER/ASUS
2	Printer	EPSON/TVSE
3	UPS	LUMINOUS/APC/UTL/EXIDE
4	BATTERY	LUMINOUS/AMRON/EXIDE
5	Milk analyser / Electronic weigh scale/ Remote digital indicator/Stirrer	Bidder Must be manufacturer & own manufactured items only allowed

SECTION – IV

FORMS

Form -1

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

{Location, Date}

To

Managing Director, Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. Jaipur-302 015, Rajasthan

Dear Sir:

We, the undersigned, offer to RATE CONTRACT FOR SUPPLY AND INSTALLATION OF AUTOMATIC MILK COLLECTION UNIT in accordance with your Bid Proposals dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal as e-procurement portal i.e. http://eproc.rajasthan.gov.in

We hereby declare that:

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

We remain,	
Yours sincerely,	
Authorized Signature {In full and initials}: _	
Name and Title of Signatory:	
Name of Bidder (firm's/company's name):	
In the capacity of:	
Address:	
Contact information (phone and e-mail):	

Form-2 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.

Bidder's Organization

1.	Name & full address of the firm Submitting the tender (In block letters)	
	Submitting the tender (in block letters)	
	Phone no Mob	ile no
	Fax No. Email	
2.	Addressed to : JZDUSS. Ltd., Near Gandhi	
3.	Office Location (Complete Address)	a right control with a sum control of the control o
		Mobile no
		Email address
5.	Name of the person/s authorized to	·
	Negotiate and sign the contract	
	(Designation / status in the firm)	
	(Enclose an attested photocopy of power of	attorney issued by all partners/director in favour of nominated
	person).	
6.	Status of tenderer with signature	: Individual/ HUF/ firm/ company
	(tick mark only)	(Specify the details in enclosed annexure—I)
	(Mandatory: Before making any change in c	onstitution of the firm, it will be intimated to JZDUSS LTD.,
	Jaipur for approval).	
7.	Earlier experience in this field (if any)	: Enclose the document/s.
8.	Tender Fee Details:	
	Rs D.D. no	
		Branch
	(The DD should be in favour of JZDUSS LTD	D. Ltd, Jaipur payable at Jaipur)
9.	EMD Details:	
	Rs D.D. no	dated/
	JZDUSS LTD. / Issued by Bank	Branch (DD should be in favour of
	JZDUSS LTD., Ltd., Jaipur, payable at Jaipur	. No interest will be payable on EMD.
10.	RISL Fee Details:	
	D.D. no	dated//
		(DD should be in favour of M.D., RISL,
	payable at Jaipur)	
11.	(a) PAN No.	(Attach attested Photocopy)
	4) CCTNIN	(A) 1 (A) 1 (B)
	(b) GSTIN No.	(Attach attested Photocopy)
12.	Details of the Bankers: Name	Branch
	District State	Account No
	IFSC Code	

EMD/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]

Bank's Seal _____

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 rate contract for
under Bid No. [insert BID number]. Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.
At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures][insert amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the Bid/Tender conditions, because the Bidder: (a) has withdrawn its Bid/Tender during the period of Bid validity specified by the Bidder in the Form of Bid; or (b) having been notified of the acceptance of its Bid by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur during the period of Bid/Tender validity, (i) fails or refuses to execute the Contract Form, if required, (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB), (iii) does not accept the correction of errors in accordance with the ITB, or (iv) breaches any provision of the Code of Integrity specified in ITB; This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder; or (ii) 120 days after the expiration of the Bidder's Bid/Tender. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
In the capacity of
Signed
Duly authorized to sign the Bid Security for and on behalf of
Date

of Bid Security

(On the letter head of the Bidder)

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

Declaration by the Bidder

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

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

Date: Signature of Bidder:

Place: Name:

Designation: Address:

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

Know all men by these presents, We
to be supplied by our milk unions. Including signing and submission of all documents and providing information/responses to JZDUSS LTD., JAIPUR in all matters in connection with our Applicant for the said Assignment.
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.
Dated this the Day of Acceptance
For
(Name and designation of the person(s) signing on behalf of the Applicant)

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

	में /	हम निवि	दादाता .					. पत्र	श्री	T		पता								
(फर्म के	नाम रे	निविदा	भरने की	। स्थिति	में यह	. शपथ	पत्र	फर्म	के	प्रोपराइटर / र	प्तभी	पार्टनर / सभी	डायरेटर	द्वारा	भरा	जावेगा)	सशपथ	घोषणा	करता	हूं
कि:-																				

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

Form -7

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. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter. I / We hereby unconditionally agree & accept the tender conditions of above mentioned tender document(s) corrigendum(s) in its totality / entirety. In case any provisions of this tender are found violated or breached then your department / organization shall without prejudice to any other legal right or remedy be at liberty to reject this tender / bid including the forfeiture of the full said earnest money deposit absolutely. 						
Yours Faithfully,						
(Signature of the Bidder, With Official Seal)						

—: 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 श	पथ पत्र फर्म
के प्रोपराइटर / सभी पार्टनर / सभी खायरेटर द्वारा भ	रा जावेगा) सशपथ घोषणा	करता हं कि:—	

- 1. मेरे द्वारा नियोजित श्रमिको को नियमानुसार न्यूनतम मजदूरी अधिनियम 1948 (केन्दीय अधिनियम 11, वर्ष 1948) के वैद्यानिक प्रावधानों की अनुपालना की जावेगी ।
- 2. 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 भूगतान किया जावेगा।
- 4. मेरे द्वारा राज्य में लागू श्रम नियमों के अंतर्गत अपने समस्त श्रमिकों का नियमानुसार ईपीएफ एवं ईएसआई की रिश 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 / सामुहिक 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 द्वारा समय 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) 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) का भुगतान नहीं किया जावेगा। उक्त स्थिति में वस्तु एवं सेवा कर (GST) के 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 ।

अनुभाग -V

CONTRACT FORMS

AND

PERFORMANCE SECURITY

Contract Agreement

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

RATE CONTRACT FOR SUPPLY AND INSTALLATION OF AUTOMATIC MILK COLLECTION UNIT

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

[Name of the Bidder] Dated:

AGREEMENT

		(()n non judicial stam	ped paper of value Rs/-)	
	"appr heirs,	oved Bidder " which ex	pression shall w	between M/s. here the context so admits, s of the one part and the Ja	
	1 s	(hereinafter called "the Milk Uuccessors in office and assigns	s) of the other part.	ion shall, where the context so adm	
2.	-		all those articles		rk order and in the
3	(a)			leposited a sum of Rsi urity for the due performance	
	(b)	of Cash Security/	DD/Bank Guar Guarantee valid	rantee as Additional p offered for the d for the contracted period	in form performance security for due performance of the from any scheduled Bank
	(c)	And whereas the appro	ved Bidder has a	greed:	
	(i)	Guarantee for contract per LOI/LOA/ work order. In	riod or such extended case the approved B	nal performance security with the period so as to cover the period of idder completes its contractual oblee refunded before contract period	performance of contract as per the igations before contract period the
	(ii) (iii)	That in case of breach of	any terms & condition	n on the performance security depoins of the aforesaid conversion LO	I/LOA/work order/supply order of

shall be liable to forfeiture in full or part by the Milk Union.

NOW THESE PRESENT WITNESS

- 1. In consideration of the payment to be made by the Milk Union at the rates set forth in the aforesaid LOI/LOA/work order, the approved Bidder will duly supply all those articles set forth in the work order issued and in the manner set forth and within the period stipulated in the conditions of the Bid/tender and order.
- 2. The conditions of the Bid/Tender as given in the Bid/tender document for the work, conditions of the aforesaid LOI/LOA/work order and also any subsequent amendment as may be issued by the Milk Union will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3. That all the terms and conditions of the Bid/Tender Form including its Annexures stands ipso facto included as terms of this agreement as inseparable part of this agreement and binding on approved Bidder.
- 4. The supplier will supply the tendered items within one month's period from the date of placement of the order by the Jaipur Milk Unions or as settled with the tenderer or as provided in the acceptance of tender. In case supplier fails to supply and deliver the tendered item within the prescribed time as mentioned in the order, the JZDUSSL reserves the right to effect risk purchases from other source on the supplier's risk and cost. Milk Unions/JZDUSSL also reserves the absolute right as to the method adopted for affecting such risk purchases. The extra expenditure incurred in making risk purchases shall be recovered from the supplier's due payments/security deposit lying with JZDUSSL notwithstanding whether such amount(s) pertain to current and/or previous contract(s).
- 5. The mode of payment will be as specified in the Bid documents. Work shall be effected and completed in the manner and time specified in the LOA/work order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/work order, the conditions of liquidated damages and penalty those for late completion of work as stipulated in the aforesaid work order/contract shall be enforced.
 - If the Bidder considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, to extend the period of delivery. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, after considering the reasons and justifications, may extend the period with or without liquidated damages.

6. Amicable Settlement:

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this Contract, the aggrieved party shall issue a written notice setting out the dispute/ differences or claim to the other party. Parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred for Arbitration.

JZDUSS LTD.

Name :_____

Address:______

7. All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Jaipur. 8. In witness where of the parties hereto have set their hands on the ______ day _____. SIGNATURE OF THE SIGNATURE FOR AND ON APPROVED SUPPLIER: BEHALF OF the Milk Union: Witness No.1 Witness No.1 Signature :_____ Signature:____ Name :______ Name : _____ Address :______ Address:_____ Witness No.2 Witness No.2 Signature :_____ Signature :_____

Name :_____

Address:______

(Performa of Bank Guarantee for Performance Security)

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

This deed of Guarantee made this day of 202 by (Name and address
of the Bank) (hereinafter referred to as "The Bank") which expression shall be here the context or meaning so requires,
includes the successors and assignees of the Bank and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur,
Rajasthan, (hereinafter referred to as "The Milk Union which expression shall unless repugnant to the context or the meaning
there of include its legal representatives, successors and assignees.
WHEREAS the Milk Union has placed its work order bearing Nodated
(Name and address of the party) (Hereinafter called "The approved tenderer") for
and whereas the approved tenderer has agreed to provide a Bank Guarantee valid for the
contracted period from any Scheduled Bank approved by RBI in the prescribed format of JZDUSS LTD. for an amount of Rs
/- (Rupees in words) towards security to JZDUSS LTD. to safeguard its investment
in the liquid milk. The Bank guarantee will be released three months after expiry of contract period on production of no dues
certificate & quality clearance from the respective Nodal milk union and an undertaking in case any claim/
liability/recovery in account arises after the expiry of the contract, firm shall deposit the same with JZDUSS LTD. without any
delay.
In consideration of the approved tenderer having agreed to provide a B.G. of Rs. (Rupeesonly) being the security
deposit amount, we
hereby undertake and guarantee to make repayment to the Milk Union of the said Rs(Rupees
only) or any part thereof which becomes payable to the Milk Union in accordance
with the terms and conditions of the said work order within 07 days from the date of demand from the Milk Union. The Bank
further undertakes not to revoke this guarantee during its currency except with the previous consent of the Milk Union in
writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs (Rupeesonly).
The Bank shall not be discharged or released from this guarantee by any arrangement between the approved tenderer and the
Milk Union with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence,
forbearance shown by the Milk Union to the tenderer and that the same shall not prejudice or restrict remedies against the Bank
nor shall the same in any event be a ground of defence by the Bank against the Milk Union. We(Name
of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand
from the Milk Union stating that the amount claimed is due to the Milk Union. In case the Milk Union puts forth a demand in
writing on the Bank for the payment of the amount in full or in part against this guarantee,
The Bank shall consider that such demand by itself is a conclusive evidence and proof that the tenderer has failed in complying
with the terms and conditions stipulated by the Milk Union without raising any dispute regarding the reasons for any such
lapse/failure on the part or the approved tenderer.
This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Milk Union
may have or hereafter possess against the approved tenderer and the Milk Union shall be under no obligation to marshal in
favour of the Bank any such securities or fund or assets that the Milk Union may be entitled to receiving or have a claim upon
and the Milk Union at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any
security or instrument.
The Bank agrees that the amount hereby guaranteed shall be due and payable to the Milk Union on Milk Union's
serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery
thereof to the Bank or by dispatch thereof to the Bank by registered post at the address of the said Bank. Any notice set to the
Bank at its address by Registered Post shall be deemed to have been duly served on the Bank not with standing that the notice
may not in fact have been delivered to the Bank.
may not in fact have been derivered to the Bank.
In order to give full effect to the provisions of this guarantee the Pank barehy waives all rights inconsistent with the
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.
Not with standing anything contained herein before, our liability under this guarantee is restricted to Rs.
(Rupees only) and it shall remain in force until contract period, unless a suit or action is filed against us enforce such
claims, within three months from end of the contract period, all the Milk Union 's rights under this guarantee shall be forfeited
and we shall be relieved and discharged from all liabilities there under.
Place:
Date:

(SIGNATURE) SEAL OF BANK