



जयपुर डेयरी

E-TENDER DOCUMENTS

FOR TRANSPORTATION OF MILK TO & FROM JAIPUR
DAIRY/BMC/MILK CHILLING CENTERS & OTHER
DESIGNATED DESTINATIONS ETC THROUGH MILK
TANKERS

एकल चरण – दो भाग निविदा

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि०

गान्धी नगर, रेल्वे स्टेशन के पास, जयपुर-302015

वेबसाईट-www.jaipurdairy.com

ईमेल: jaipurdairy@jaipurdairy.com

Phone No.0141-2713666-69 Fax. No.0141- 2711075

GST No. 08AAAAJ0767G1ZR

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

FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS

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

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>

FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED
 DESTINATIONS ETC THROUGH MILK TANKERS

Critical Dates

S.No	Particulars	Date & time
1.	Date & time of uploading tender document by Jaipur Dairy.	10/06/2025 upto 1.00 PM
2.	Date from which Bidding Document will be provided from the web-site of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited i.e. www.jaipurdairy.com or can be downloaded from e-procurement or State Public Procurement Portal	10/06/2025 upto 1.00 PM
3.	Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur	17/06/2025 at 3.00 PM
4.	Last time and date upto which Bids can be submitted/ uploaded on e- procurement website	25/06/2025 upto 5.00 PM
5.	Last date & time for submission of fees following in original and physical form:	25/06/2025 upto 5.00 PM
	Bid-security/EMD: Rs. 100000/- per tanker by DD / banker cheque / pay order (CTS only) in name of JZDUSSLtd., Jaipur	
	Tender document fee : Rs. 1000/- by DD / banker cheque / pay order (CTS only) in name of JZDUSSLtd., Jaipur	
	RISL Procesing fee : Rs.2500/- by DD / banker cheque / pay order (CTS only) in name of MD, RISL., Jaipur	
6.	Time and date of opening of Technical Bid	27/06/2025 at 3.00 PM
7.	Time and date of opening of Financial Bid	To be informed later

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 JZDUSS LTD.

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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>

TENDER – FORM

Subject: FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS

- | | |
|--|---|
| 1) Last Date & Time For Submission : | 25/06/2025 till 5.00 PM |
| 2) Date & time for opening of the Tender | |
| (Technical bid only) : | 27/06/2025 at 3.00 PM |
| 3) Estimated value of Contract : | Rs. 25,00,00,000 |
| 4) Earnest Money Deposit: | Tender form must be accompanied with Earnest money deposit of Rs. 100000/- (Rs.One Lac) per tanker. The 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) Tender Fee (non-refundable) : | Rs.1000/- (Rupees One Thousand) by Demand draft/cash only in favour of JZDUSS LTD. Ltd., payable at Jaipur. |
| 6) Tender Processing Fee(non-refundable) : | Rs. 2500/- (Rupees Two Thousand Five Hundred)
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 www.jaipurdairy.com. Alternatively, these may be seen and downloaded from the website of State Public Procurement Portal, <http://sppp.rajasthan.gov.in> and website of e-procurement <http://eproc.rajasthan.gov.in> 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 on e-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.
- 8) 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.
- 9). For any query regarding this tender bidder may contact Sh. Vikram Jeet Sharma, A.M. (Transport) Mobile no. 9610885929
- 10) 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.

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

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD.

NEAR GANDHI NAGAR RAILWAY STATION, JAIPUR-302015

Tele fax: 0141-2711075

EPABX: 2713666-69

E-TENDER-FORM

SUBJECT: TWO YEARS RATE CONTRACT OF TANKERS FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS

TENDER FORM FEE:

Rs. 1000/- by DD/Bankers Cheque /

Pay order in the Name of JZDUSS Ltd., Jaipur

EMD :

**Rs. 1,00,000/- (Rs. One Lac Only) per tanker
applied by DD only in the name of JZDUSS Ltd,
Jaipur**

Tender Processing Fee :

**Rs. 2500/- (Rs. Two Thousand Five Hundred only) by DD /
B.C./ Pay order in the name of MD, RISL, Jaipur**

Please paste photo

1. Name & full address of the firm: -----
Submitting the tender (In Block Letters) -----

Landline Phone no.----- Mobile no.-----

Fax no.-----E-Mail Id of Tenderer-----

2. Name & Address of authorized contact person:-----

Mobile no. of authorized contact person:-----

E-Mail Id of authorized contact person:-----

3. Addressed to : The Managing Director
JZDUSS Ltd,
Near Gandhi Nagar Railway Station
Jaipur-15

4. PAN no. : -----

5. Aadhaar Card no. : -----

6. GST (If applicable) : -----

7. B.R no. : -----

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

8. RTGS/NEFT Details :

- a) Beneficiary Bank Name & Address : -----
 b) Beneficiary Bank IFSC code : -----
 c) Party Name & address : -----
 d) Party Bank A/c No. : -----

8. Name and address of owner/Directors : -----
 (Designation and status in the firm) along : -----
 With Email-Id, Address proof, ID proof)

9. A self attested photocopy of power of attorney issued by owner in favour of nominated person to sign and execute the tender/contract.

10. I/We agree to abide by all the terms & Conditions mentioned in the Tender Notice issued by the Managing Director, JZDUSS Ltd., Jaipur and the other conditions annexed with the tender form, all the pages of which have been signed by me / us in token of my / our Acceptance of the terms & conditions mentioned therein.

11. Details of fee deposited offline in physical form in the office of Dy. Manager (Transport)

Sr. no.	Particulars	Amount in Rs.	DD No.	Date	DD No.	Date	DD No.	Date
1	Tender Form Fee	Rs. 1000/-						
2	EMD/per tanker applied	Rs. 1,00,000/-						
3	Tender Processing Fee	Rs. 2500/-						

12. Details of Tankers (Owned) (In case of more tankers, attach Separate sheet)

Sr. no.	Tanker Registration Number in full	Name of the person in whose name the tanker is Registered with Transport Deptt.	Licensed capacity (Kgs.)	Actual Max. tare weight	Max. Laden Weight	Year of Mfg./Model	Milk carrying Barrel capacity (Kgs.)	Remarks
1								
2								
3								
4								

13. In case there is no tanker owned at the time of submission of this tender, then tenderer will have to submit an Undertaking on 100/- non judicial stamp paper duly attested with quotation of tanker, to provide the new tanker within stipulated time as mentioned in Rate approval letter, else rate approval letter shall be cancelled and EMD/ SD shall be forfeited.

14. Tenderer will have to submit income tax return of latest one year.

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

निविदा सूचना (समाचार-पत्र में प्रकाशनार्थ)

जयपुर डेयरी

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि.

गॉंधी नगर रेल्वे स्टेशन के पास, जयपुर

Tele fax: 0141-2711075

EPABX: 2713666-69

ज.जि.दु.उ.स.सं.लि./यातायात/ 7540-44

दिनांक: 06/06/25

ई-निविदा-सूचना

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि. को विभिन्न बी.एम.सी./दुग्ध अवशीतन केन्द्रों एवं अन्य निर्देशित स्थानों से दुग्ध संघ के संयंत्र तक दुग्ध परिवहन हेतु विभिन्न क्षमताओं के 40 दुग्ध टैंकरो को दो वर्ष तक की अवधि हेतु प्रति कि.मी. की दर से किराये पर प्राप्त करने हेतु ई-निविदा आमंत्रित की जाती है। इच्छुक परिवहनकर्ता/व्यक्ति/फर्म निविदा प्रपत्र वेबसाइट <http://eproc.rajasthan.gov.in> से दिये गये निर्देशानुसार अपलोड कर सकते हैं। विस्तृत निविदा संघ की वेबसाइट jaipurdairy.com पर देखी जा सकती है।


प्रबंध संचालक

प्रतिलिपि-

1. प्रबंधक (संयंत्र/विपणन)
2. प्रबंधक (वित्त एवं लेखा)
3. प्रबंधक (प्रचार) को भेजकर लेख है कि उक्त सूचना को समाचार-पत्र एवं वेबसाइट पर प्रकाशित करावें।
4. उप-प्रबंधक (टैण्डर सैल)
5. मास्टर फाईल


प्रबंध संचालक

विस्तृत निविदा सूचना

जयपुर डेयरी

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि.

गोंधी नगर रेल्वे स्टेशन के पास, जयपुर

Tele fax: 0141-2711075

EPABX: 2713666-69

ज.जि.दु.उ.स.सं.लि. / यातायात /

7545-49

ई-निविदा-सूचना

दिनांक: 06/06/25

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि. को विभिन्न बी.एम.सी./दुग्ध अवशीतन केन्द्रों एवं अन्य निर्देशित स्थानों से दुग्ध संघ के संयंत्र तक दुग्ध परिवहन हेतु निम्न क्षमताओं के दुग्ध टैंकरो को दो वर्ष तक की अवधि हेतु प्रति कि.मी. की दर से किराये पर प्राप्त करने हेतु ई-निविदा आमंत्रित की जाती है।

दुग्ध टैंकर्स क्षमता/आर.एल.डब्लू

अनुमानित दुग्ध टैंकर्स संख्या

15000 किलो / 25000 कि.ग्र.

15

20000 किलो / 31000 कि.ग्र.

25

इच्छुक परिवहनकर्ता/व्यक्ति/फर्म निविदा प्रपत्र वेबसाइट <http://eproc.rajasthan.gov.in> से दिये गये निर्देशानुसार डाउन लोड कर दिनांक-25/06/2025 सांय 5.00 बजे तक अपलोड कर सकते हैं। निविदादाता द्वारा निविदा प्रपत्र मय दस्तावेज अपलोड किये जाने की अंतिम दिनांक से पूर्व दिनांक-16/06/2025 को निविदाकर्ता व निविदादाताओं की बैठक का आयोजन किया जावेगा।

निविदा प्रपत्र का प्रथम भाग (तकनीकी भाग) दिनांक-27/06/2025 को दोपहर 3.00 बजे संघ कार्यालय में उपस्थित निविदादाताओं के समक्ष खोला जावेगा। निर्देशानुसार धरोहर राशि (रु. 1,00,000/- प्रति टैंकर जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर के नाम डी.डी. के रूप में) /निविदा मूल्य (रु. 1,000/- जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि0, जयपुर के नाम डी.डी. के रूप में) तथा निविदा प्रोसेसिंग फीस (रु. 2500/- MD, RISL, Jaipur के नाम डी.डी. के रूप में) दिनांक-25/06/2025 सांय 5.00 बजे तक यातायात अनुभाग में जमा करवाया जाना आवश्यक है, जमा नहीं करवाने पर निविदा निरस्त कर दी जावेगी।

निविदा प्रपत्र दो भागों (तकनीकी भाग-भाग अ एवं वित्तीय भाग-भाग ब) में है। जो निविदादाता प्रथम भाग में सफल रहेगें, उन्ही निविदादाताओं द्वारा प्रस्तुत निविदा प्रपत्र के द्वितीय भाग को डाउनलोड करने की दिनांक घोषित की जावेगी।

किसी भी निविदा प्रपत्र को स्वीकार या अस्वीकार करने का अधिकार प्रबंध संचालक महोदय, जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि. के पास सुरक्षित है।

प्रबंध संचालक

प्रतिलिपि-

1. प्रबंधक (संयंत्र/विपणन)
2. प्रबंधक (वित्त एवं लेखा)
3. प्रबंधक (प्रचार) को भेजकर लेख है कि उक्त सूचना को समाचार-पत्र एवं वेबसाइट पर प्रकाशित करावें।
4. उप-प्रबंधक (टैण्डर सैल)
5. मास्टर फाईल

प्रबंध संचालक

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

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

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

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.

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

Annexure
FORM No. 1
[See rule 83]

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

Appeal Noof

Before the (Appellate Authority)

1. Particulars of appellant:

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

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

- 1.
- 2.
- 3.

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

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

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

6. Grounds of appeal:

.....

 (Supported by an affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

अनुभाग II:

निविदादाताओं की अर्हता, पात्रता एवं मूल्यांकन की शर्तें

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

क्रम	विवरण	रजि० सं०	वर्ष	पंजीकरण दिनांक	सलग्नक क्रमांक
1 ^प	राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970				
2 ^प	कर्मचारी भविष्य निधि अधिनियम, 1952				
3 ^प	कर्मचारी राज्य बीमा अधिनियम, 1948				
4 ^प	वस्तु एवं सेवा कर (GST)				
5 ^प	आय कर (पैन नंबर)				
6 ^प	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958/BR no. या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत				

- 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।
- निविदादाता द्वारा जयपुर संघ अथवा संघ के अधिकारियों / कर्मचारियों के विरुद्ध (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित होने पर निविदा में भाग नहीं ले सकते।
- निविदादाता जिन्हें पूर्व में संघ द्वारा किसी भी कारण से अयोग्य किया गया है/निलम्बित/ अनुबंध निरस्त किया गया है / ब्लैक 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 नहीं 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।
- निविदादाता जो दीवालिया /नाबालिक/अस्वस्थ मस्तिष्क के है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जो संघ के समान/प्रतिस्पर्धी कार्य/व्यापार में लिप्त है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता वर्तमान में किसी भी अन्य प्रतिस्पर्धी ब्रांड के कार्यालय/संयंत्र में अनुबंध के अंतर्गत कार्यरत हैं वे इस निविदा में भाग नहीं ले सकते।
- जयपुर दुग्ध संघ में सुरक्षा कार्य के अनुबन्धित ठेकेदार, पशु आहार संयंत्र कालाडरा के सभी अनुबन्धित ठेकेदार जयपुर दुग्ध संघ के निविदाओं में भाग नहीं ले सकते।
- वे निविदादाता जिनको निविदा में भाग लेने से सीमित किया जाता है उसके लिये निविदा की विशेष शर्तों में मय सीमित करने का आधार का उल्लेख किया जावेगा।
- निविदादाता द्वारा प्रस्तुत शपथ पत्र में दी गई घोषणा गलत पाये जाने पर धरोहर /सुरक्षा राशि/बैंक गारंटी/अन्य देय भुगतान संघ में जब्त समझी जावेगी एवं टेण्डर की अवधि के दौरान तथ्य उजागर होने पर टेण्डर को निरस्त भी किया जा सकेगा । जिसके लिए निविदादाता स्वयं जिम्मेदार रहूंगा ।
- निविदादाता को निविदा से सम्बन्धित सभी शर्तें माननी होगी। निविदादाता द्वारा सशर्त निविदा प्रस्तुत किये जाने पर वह निविदा निरस्त मानी जावेगी।
- निविदा प्रस्तुत करते समय यदि निविदादाता के पास जी.एस.टी नं. उपलब्ध नहीं है तो निविदादाता के द्वारा कार्य आवंटन से पूर्व जी. एस.टी नं. प्रस्तुत किया जाना अनिवार्य है।
- निविदादाता के पास फूड सेफ्टी लाईसेन्स होना आवश्यक है।
- निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
- लेबर सम्बन्धी निविदादाता के पास नियमानुसार श्रम विभाग का लेबर लाईसेन्स, पी.एफ. एवं ई.एस.आई. में पंजीकरण होना आवश्यक है।
- निविदादाता को निविदा प्रपत्र व संलग्न दस्तावेजों के प्रत्येक पृष्ठ पर हस्ताक्षर एवं सील अंकित करनी होगी।
- एम.एस.एम.ई. निविदादाता को किसी भी प्रकार की टेण्डर फार्म राशि ई.एम.डी./सिक्योरिटी राशि में छूट नहीं दी जावेगी।
- परिवार के सदस्य जिनके निविदा दाता से रक्त सम्बन्ध हैं और जो निविदादाता पर आश्रित हैं वे निविदा में भाग नहीं ले सकते ।
- निविदादाता द्वारा निविदा के अंतर्गत उपलब्ध कराये जाने वाला वाहन प्रतिस्पर्धी संस्थाओं के साथ अनुबंधित है तो वे इस निविदा में उक्त वाहन हेतु भाग नहीं लें सकतें।

अनुभाग III(A)

Terms of Reference

1. Scope of Work: Jaipur Dairy, Jaipur invites tender in two cover system for selection of supplier FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS as per the prescribed Specifications. Prospective suppliers willing to participate in this tender shall necessarily register themselves in e-procurement portal

2. 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 pre- disclosed in the bidding documents, shall not be deemed to be a negotiation.

3. **Liquidity Damages:** (i) FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS has been specified in the Special Terms & Conditions
4. **Payment** will be made on Satisfactory Quality verification of the supplied material, within 30 days, of receipt of the Bills. For Goods/Services: - 100% on satisfactory quality verification.
5. 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.

अनुभाग III(B)

निविदा की सामान्य शर्तें

1. टैंकर द्वारा दुग्ध परिवहन की दर प्रति किलोमीटर (समस्त कर सहित) देय होगी।
2. निविदा फार्म में टैंकर नंबर, क्षमता एवं मॉडल एवं वर्ष आदि अंकित करना होगा व निविदाकर्ता के नाम के कागजों की फोटो प्रतियाँ प्रति निविदा-प्रपत्र के साथ संलग्न /अपलोड करना आवश्यक है तथा इस प्रकार लगाये गये अनुबंधित वाहन को जयपुर दुग्ध संघ से अनुबंधित होने के उपरांत वाहन के पंजीयन संख्या आदि में बदलाव की अनुमति (Except in case of accident) नहीं होगी।
3. कार्य प्रारम्भ से पूर्व, संघ की शर्तों एवं नियमों के अनुरूप निविदा शर्तों में निर्दिष्ट वाहन का एग्रीमेंट/फिटनेस व टैंकर संबंधी समस्त कागजात प्रस्तुत करने होंगे।
4. यदि कोई निविदादाता स्वयं के नाम का टैंकर नहीं होने की स्थिति में टैंडर स्वीकृति उपरांत खरीद कर लगाना चाहता है तो भी टैंडर में भाग ले सकता है, लेकिन ऐसी परिस्थिति में नोटरी से प्रमाणित करवाकर एक सौ रुपये के स्टाम्प पर शपथ पत्र संलग्न करना होगा तथा टैंकर का कोटेशन लगाना होगा।
5. निविदा प्रपत्र दो भागों में है (तकनीकी भाग – भाग “अ” एवं वित्तीय भाग – 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।
6. 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 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 के ड्राफ्ट की स्कैन 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।
7. असफल निविदादाताओं को निविदा प्रक्रिया पूर्ण होते ही उनकी धरोहर राशि लौटा दी जावेगी।
8. 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 प्रक्रिया में भाग नहीं ले सकेगी। ऐसे निविदादाता जिनकी धरोहर राशि पूर्व में जब्त की जा चुकी है वे इस निविदा में भाग लेने के लिये अयोग्य होंगे।
9. 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।
10. सफल निविदादाता को (विशेष शर्तों के अनुसार, यदि आवश्यक हो तो) बैंक गारन्टी दिया जाना अनिवार्य हैं। जो कि अनुबन्ध समाप्ति की अवधि के एक वर्ष पश्चात तक की होना अनिवार्य हैं।
11. अनुबंध की अवधि को संतोषजनक कार्य होने की स्थिति में तीन माह के लिए उन्हीं शर्तों पर आपसी सहमति से बढ़ायी जा सकती है।
12. 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 6 माह पश्चात निम्न शर्तें पूरी हो जाने के उपरान्त चैक से लौटाई जा सकेगी :-

(अ) निविदादाता को अनुबन्ध समाप्ति उपरान्त एक इण्डेमनिटी बाण्ड सौ रुपये 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 में रिकार्ड संधारण किये जावेगें तथा आवश्यकता पर प्रतियाँ प्रस्तुत करनी होगी।(यदि आवश्यक हो तो) ।
- (य) सभी वैधानिक आवश्यकतायें मय आयकर/ टैक्स (यदि हो तो) व अन्य टैक्स नियमानुसार जमा करवाने की प्रक्रिया पूरी करनी होगी । अनुबंधकर्ता द्वारा टैक्स जमा कराने सम्बन्धी दस्तावेज की प्रतिलिपि (यदि आवश्यक हो तो) प्रस्तुत करनी होगी ।
13. निविदा प्रपत्र के **विशेष शर्तों** 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 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 ।
14. 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 है**
15. 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 ।
16. निविदादाता द्वारा सम्बन्धित कार्य के लिये प्रस्तुत की जाने वाली निविदा के **भाग “अ”** में चाही गई वांछित सूचनाएं 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 ।
17. 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 नहीं किया जावेगा ।
18. 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 ओवरराइटिंग 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 ।**
सफल निविदादाता को जयपुर दुग्ध संघ का नोमिनल सदस्य बनना आवश्यक है ।
19. किसी प्रकार की शर्त जोड़ने एवं हटाने का अधिकार निविदादाता को नहीं होगा, जबकि निविदा व अनुबंध में किसी भी प्रकार शर्त व नियम जोड़ने/हटाने का अधिकार संघ हित में प्रबंध संचालक महोदय, जयपुर दुग्ध संघ के पास निहित होगा ।
20. 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 ।
21. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय में निहित रहेगा ।
22. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबंधकर्ता 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 ।
23. 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 ।
24. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा ।

25. निर्धारित अवधि के बाद प्रस्तुत/अपलोड किये गये निविदा प्रपत्र पर विचार नहीं किया जावेगा ।
26. 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 अपलेखन (OVER WRITING) के प्रविष्टियाँ पूर्ण कर प्रत्येक पृष्ठ पर इस आशय के साथ कि मैंने प्रत्येक शर्त को पढ़ 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 ।
27. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं , जंहा विशेष शर्तों के अनुसार अनुभव प्रमाण पत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है ।
28. यदि 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 ।
29. व्यवस्था में परिवर्तन होने पर एवं संघ हित में अनुबंध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा ।
30. संघ हित में विशेष परिस्थिति उत्पन्न होने पर अनुबंध की शर्तों में कोई शर्त जोड़ी या घटाई जा सकती हैं ।
31. अनुबंध की अवधि अनुबंधित कार्य प्रारम्भ करने के दिन, जिसकी गणना अनुबंध में वर्णित समस्त शर्तों को नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबंध हस्ताक्षरित किये जाने के उपरान्त कार्य आवंटन दिनांक से की जावेगी ।
32. 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 है । ई-टेंडर होने की स्थिति में निर्धारित तिथि एवं समय पर निविदाएं डाउनलोड की जावेगी ।
33. 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 ।
34. 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 ।
35. अनुबंधकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विभाग अधिनियम, कांट्रैक्ट लेबर एक्ट 1970, आयकर अधिनियम, कर्मचारी भविष्य निधि अधिनियम, राज्य कर्मचारी अधिनियम, बाल श्रमिक रोकथाम एवं रेग्युलेशन एक्ट 1986 एवं आईएसओ 22000 के सिद्धान्तों की अनुपालना स्वयं को करनी होगी ।
36. अनुबंधकर्ता को अपने प्रत्येक कर्मकार के लिये रु0 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 अनुबंधकर्ता का होगा ।
37. अनुबंधकर्ता को अपने कर्मकारों का स्वास्थ्य परीक्षण प्रत्येक 06 माह में करवाना आवश्यक है एवं सम्बन्धित रिकार्ड संस्था में देना होगा ।
38. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर / कर्मकार की तरह कार्य नहीं करेगा ।
39. कार्य स्थल पर अनुबंधकर्ता अथवा उसका सुपरवाइजर कार्य के दौरान उपस्थित होना चाहिए ।
40. अनुबंधकर्ता को कोई भी शर्त जोड़ने 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 ।
41. 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 ।
42. Appeals:-First appellate authority - Chairman, JZDUSS
Procedure for appeal is mention at Annexure "A"

43. सम्बन्धित अनुबंधकर्ता से अनुबन्ध अवधि में जो भी सूचना या दस्तावेज इस संघ द्वारा मांगे जावें वे निश्चित अवधि में उपलब्ध करवाने आवश्यक होंगे यदि अनुबन्धकर्ता के द्वारा दस्तावेज/सूचना नहीं दी जाती है तो अनुबन्ध की शर्तों की अवहेलना माना जावेगा तथा प्रबन्धन इस अनियमिता के लिये अनुबन्धकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबन्ध भी निरस्त किया जा सकेगा ।
44. अनुबंध अवधि के दौरान कार्य असंतोषजनक होने पर प्रशासन द्वारा अनुबंध निरस्त किया जा सकता है । इस स्थिति में अनुबंधकर्ता की सुरक्षा राशि/ बैंक गारंटी एवं अन्य देय भुगतान भी जब्त किये जावेंगे ।
45. अनुबन्ध अवधि के दौरान अनुबन्धित अनुबंधकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती है तो अनुबंधकर्ता 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 ।
46. निविदा प्रपत्र की सभी शर्तें अनुबंध का हिस्सा होंगी ।
47. यदि राज्य/केन्द्र सरकार द्वारा जी.एस.टी की दरों में वृद्धि/कमी की जाती है तो उसका समायोजन तदनुसार होगा तथा अन्य कोई नया कर निविदा के पश्चात निर्धारित किया जाता है तो उसका भुगतान देय दरों के अतिरिक्त होगा ।

उपरोक्त समस्त शर्तें पढ़ ली हैं व मान्य हैं ।

तकनीकी रूप से सफल होने के लिए निम्न बिन्दु आवश्यक है:-

1. धरोहर राशि/निविदा मूल्य एवं निविदा प्रोसेसिंग फीस के डाफ्ट निर्धारित समय तक जमा करवाये जाने आवश्यक है। जिनके बिना निविदा स्वीकार नहीं की जावेगी।
2. निविदादाता द्वारा जयपुर संघ अथवा संघ के अधिकारियों/कर्मचारियों के विरुद्ध (संघ से सम्बन्धित कार्य के बारे में) किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं होना चाहिए।
3. जयपुर संघ द्वारा निविदादाता के विरुद्ध किसी भी न्यायालय अथवा कहीं और किसी भी प्रकार का वाद लम्बित नहीं होना चाहिए।
4. निविदादाता द्वारा दरे निर्धारित प्रपत्र (भाग-ब) में ही अंकित की जानी है।
5. निविदादाता जिसे पूर्व में किसी भी संघ द्वारा किसी भी कारण से अयोग्य किया गया हो/किसी भी अनियमितता के कारण निलंबित हुआ हो/अनुबंध निरस्त किया गया हो/दर स्वीकृति पत्र प्राप्ति के पश्चात कार्य प्रारम्भ नहीं किया गया हो व अमानत राशि जब्त हो गयी हो/ब्लेक लिस्टेड हो वह इस निविदा में भाग नहीं ले सकता।
6. निविदादाता का संघ के संचालक मण्डल के सदस्य/दुग्ध समिति के पदाधिकारी/अधिकारी/कर्मचारी से रक्त/वित्तीय सम्बन्ध नहीं होना चाहिए।
7. निविदादाता का दीवालिया/नाबालिक/अस्वस्थ मस्तिष्क का नहीं होना चाहिए।
8. यदि किसी निविदादाता के द्वारा टैण्डर फार्म में पैन कार्ड, आधार कार्ड न0, संस्था के पंजीयन पत्र, बैंक डिटेल तथा अनुभव प्रमाण पत्र, ईएसआई पीएफ, आयकर रिटर्न, बैलेंसशीट, जी.एस.टी, फूड लाइसेंस नही लगाये गये है तो निविदादाता को सम्बन्धित दस्तावेज पूर्ण कर संघ में जमा कराने होंगे निविदादाता को तकनीकी रूप से सफल तभी माना जावेगा, जब उसके समस्त वॉछित दस्तावेज प्राप्त हो। तत्पश्चात् ही निविदा का वित्तीय भाग डाउनलोड किया जावेगा अन्यथा निविदा निरस्त कर दी जावेगी।
9. निविदादाता द्वारा सभी आवश्यक दस्तावेज अपलोड करना आवश्यक है।
10. वे निविदादाता जो वर्तमान में संघ में सिटी सप्लाई परिवहन (ग्रामीण एवं शहरी), सुरक्षा व्यवस्था, ग्रामीण दुग्ध उत्पादक समितियों से केन दुग्ध परिवहन, यूएचटी दूध परिवहनकर्ता घी पाउडर के भण्डारण हेतु गोदाम, डेयरी फैंडरेशन/संघ द्वारा नियुक्त दुग्ध उत्पाद वितरक, श्रमिक अनुबंधकर्ता तथा पशु आहार संयंत्र कालाडोरा पर किसी भी कार्य अनुबंध के अन्तर्गत कार्य कर रहे है वे इस निविदा में निविदा भरने के लिये पात्र नहीं होंगे।
11. निविदादाता द्वारा प्रस्तुत निविदा के अंतर्गत उपलब्ध कराये गये समस्त दुग्ध टैंकर राजस्थान कॉपरेटिव डेयरी फैंडरेशन के किसी संघ, यूनिट, अन्य किसी संस्था में अनुबंधित नही होने चाहिए अन्यथा निविदा निरस्त कर दी जावेगी साथ ही जमा राशि जब्त कर ली जावेगी।
12. वे पार्टियां जिनके प्रोपराइटर/पार्टनर/डायरेक्टर एक हों/आपस में रक्त सम्बन्धी हों (in case of dependent) /आपस में वित्तीय सम्बन्ध हों तो वे सभी फर्म एक ही मानी जावेगीं
13. निविदा प्रपत्र मय दस्तावेज अपलोड किये जाने के पश्चात् निविदा संबंधी किसी भी प्रकार के कोई भी दस्तोवज स्वीकार नही किये जावेगें।

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.

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>

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD. JAIPUR

SPECIFIC TERMS AND CONDITIONS FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS

1. Milk is a perishable commodity. The transportation is therefore required to be effected in shortest possible route & time. On an average, subject to no entry conditions, and the like, the tanker should cover 30 K.M. per hour.
 In case of any tanker taking more time or covering less distance the transporter will be liable for losses including those arising due to rejection of the milk at the destination.
 The tanker should therefore ply continuously to the destination once it leaves the JZDUSS Ltd./ premises by maintaining the aforesaid speed and should not make unnecessary halt in transit. However the transporter shall be wholly responsible for any deterioration in quality of milk enroute.
2. The tanker(s) to be provided to JZDUSS Ltd. shall be of stainless steel inner shell AISI 304 grade with proper insulation so that the same is in perfect thermal and mechanical condition to ensure the temperature of milk does not rise by more than one degree °C in 24 hours even during the summer. This is one of the most important conditions and Jaipur Dairy can carry out testing for temperature rise in its premises. When not found conforming to this technical condition, tanker may be not allowed for the transportation of milk.
3. Inner diameter of main valve of milk tanker should be 3 inch in size.
4. In case of milk getting spoiled due to condition of tanker or barrel, recovery of loss at the prevailing procurement price shall be recovered from transporter. The milk shall be property of Jaipur Milk Union.
5. The tankers to be offered are required to be in excellent road worthy condition and maintain as such during the contract. The model of tanker should not be older than year 2019. Jaipur Dairy may revise/ change model condition of tanker during the contract period as per the rules and regulation notified by the State Government, Central Government, High Court, Supreme Court or any other government agency. Which may have jurisdiction of the business of transportation. All tankers capacity RLW 25000 to 31000 should be all India permit.
6. Transportation would be mostly full tanker load for each station but Jaipur Dairy may direct the transporter to lift small consignment of milk for places off route or enroute, in case of transportation of lesser than the capacity of tanker of milk the rate payable shall be applicable for full load tanker as the capacity of milk tanker may be.
7. Milk consigned to designated place including out side Rajasthan are coordinated by the competent authorities. In case the situation so demands, the competent authorities can ask the tanker to be diverted to a different dairy plant. The successful tenderer (s) shall have to comply with the same.
8. Minimum trips of milk tankers are not gauranted.

Security

9. The successful tenderer will have to deposit performance security in the form of bank guarantee, bank draft or bankers cheque of a scheduled bank or national saving certificates or fixed deposit receipt (FDR) etc of scheduled bank. The EMD amount of Rs. 100000/- per tanker deposited by transporter shall be adjusted towards security amount Rs. 200000/-. It will not be deducted from bill in any case.
10. Jaipur Milk Union may take extra tankers on temporary basis from existing milk tanker contractors or tanker contractors of other sister milk unions. After getting clearance from concerned milk union) for short period as

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 JZDUSS LTD.

per requirement, security money as above will have to be deposited per tanker. He may, however, utilize tanker belonging to any other person/firm Provided there is written consent from the actual owner/firm for allowing his/their tanker in the name of the transporter and that for such an arrangement the transporter shall be fully responsible to carry on the transportation as per the contract entered into with Jaipur milk union. But in such cases, deduction of Rs. 0.50/- per km will be made from his transportation bills till he/she gets the ownership transferred to his/her name.

All the tendered tankers to be deployed by the firm as per agreement should be the in the name of tenderer /firm. After allotment of work the transporters will be required to get the tankers transferred in his /firm name within a period of 2 months till then deduction of Rs. 0.50/- per km will be made from transportation bill. If the transporter does not transfer the tankers to tenderer/firm even after the period of 2 months then deduction of Rs. 1.00/- per km will be made from transportation bill for next 02 months. If the transporter does not get the tanker transferred to tenderer / Firm even after 04 months then strict action will be taken against the transporter.

11. Any other amount of the tenderer lying with Jaipur Milk Union for any other purpose or payable by Jaipur Milk Union to him shall not be considered/ taken against EMD/S.D.

Bank Guarantee

12. The Successful tenderer will have to deposit fresh Performance Security in the form of Bank Guarantee, Bank Draft or Bankers Cheque of a Nationalised / Scheduled bank or National Saving Certificates / Fixed deposit receipt (FDR) etc of Scheduled bank for a period of 36 months (starting from date of agreement) before start of the work. In case of extension, period of B. G. will have to be got extended. Jaipur Milk Union has right to get the performance security verified. The Security deposit will be deposited as below:

Milk Tanker RLW 25000 to 31000 5.0 Lac

No interest shall be payable on the EMD, Security deposit & performance security. In case of temporary arrangement, performance security shall not be required

13. The rates to be quoted as Rs. per Km (Inclusive of all taxes) for the RLW of the tankers approved by transport authorities in following categories:

RLW/Capacity

- a) 25000 kg/15000 Kg
- b) 31000 kg/20000 kg

Basic rates shall be approved on the basis of RLW of the tanker irrespective of its capacity.

14. Each tenderer can apply for any number of tankers but work awarded to successful tender nos. not more than **Three** (3) tankers of RLW 25000 Kg. to 31000 Kg shall be deployed. However, during flush season, additional tankers can be taken purely on temporary basis if required.
15. Looking to the changed condition where increase/decrease of diesel price will be frequent, hike or decrease in transportation charges will be made applicable at the first day of every month. The revision will be made on first day of next month, if change done by during finalization process of tender. In the event of increase/decrease of diesel price, the amount of revision shall be calculated on the basis of average of vehicles as stated below:
Four (05) Kms average run per liter of diesel in respect of vehicles of RLW 16200 kg. & above
16. The RATES as quoted by the tenderer shall be deemed to have automatically included in it the cost of fuel, oil, entry tax, and all type of taxes etc. It is again emphasized that rates offer shall include ALL expenses during transportation as mentioned above.
17. Toll tax, shall be reimbursed upon submission of clear, legible and verified by transporter receipt along with the bill. Such claims submitted at a later date will not be considered
18. The tenderer must furnish the registration number of the vehicle, model and make of the vehicle, GVW, RLW, ULW etc. which he owns in his tender before the start of the contract and shall intimate well in advance for vehicle withdrawn/added in the fleet.
19. The transporter has to follow the route prescribed strictly and has to maintain the time-table given for the delivery of milk at designated destination; failing may attract penalties up to the tune of Rs. 500/- per day for late supply up to one hour and Rs. 2000/- beyond one hour. Under abnormal condition, set route may be changed with the consent

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JZDUSS LTD.

of competent authorities. Therefore, transporters are advised to be more careful to maintain delivery schedule/ timetable.

20. In case tankers are directed to transport milk from / to a new destination, then distance shall be taken as per Roadways route map or distance actually measured by Jaipur Dairy or from google map as per prevailing traffic rules whichever is less.
21. Jaipur Dairy shall be considered as the originating station.
22. The transporter shall have to lift milk from any other sub-unit, sister concern or designated place of the milk union during its return journey whether en-route or off-route if directed by the concerned authority of Jaipur milk union/dispatching unit. Non compliance of instruction in this regard may lead to a penalty up to Rs. 5000/-.
23. No halting charges shall be payable to the transporter for the time taken in decanting, loading, unloading or waiting at any place.
24. In case the tankers are off-Route for any reason, the transporter will have to make available tankers of equal capacity within three (3) days.
25. The transporter shall have to lift sour/rejected milk from any destination on its return journey and deliver at the decided destination dairy on the instructions of the competent officer.
26. The transporter shall have to maintain proper hygiene of the milk tanker as a whole to the entire satisfaction of Jaipur milk union. All milk tankers shall be painted with name of the Jaipur milk union, registration number of the tankers on rear side of the tanker barrel (Valve side) as well as on both the longer sides of the barrel in bold letters conspicuous enough so that the same can be read from a long distance. The tanker should have proper sealing and welding of the bolts on hinges. Jaipur milk union/milk union can effect changes in the colour scheme or the text to be painted. Such changes, if made during the contract, the same shall be affected by the transporter at no extra cost. The transporter shall also ensure proper cleaning and sanitation of tanker before filling of milk.
27. At the time of the first deployment of tanker (s), the transporter will have to get the tanker (s) painted as per the approved art work and design by Jaipur Dairy. During currency of the agreement if required tanker may be got repainted. Jaipur Dairy may get this work done at the cost of transporter. When tanker is disengaged from Jaipur milk union whether on the request on the transporter or on completion/ termination of the contract of the contractor for any other reason whatsoever, the name, logo and artwork of the Jaipur milk union shall be removed/ erased immediately without which 'no dues' shall not be given.
28. These tankers shall also be used for lifting milk from BMC societies if required. A route shall have more than one BMC society. For such routes following procedure shall be adopted:
 - i. Tanker shall reach every BMC collecting empty sample bottle from BMC/ QC Lab.
 - ii. Tankers shall be plied on the route/ schedule provided by Incharge BMC. Incharge BMC will have right to change the schedule/ rout as per requirement
 - iii. Driver of tanker will first measure quantity of milk at BMC (as specified by Incharge BMC), measure the temperature (below 5 Deg C or as per norms provided by Incharge BMC) and draw the proper sample in duplicate. He will get both samples sealed and signed (by both secretary DCS as well as driver) in his presence only.
 - iv. Thereafter milk shall be loaded in the tanker, one of the sealed and signed sample shall be taken and tanker shall move to next destination
 - v. Transporter will be responsible to bring the milk sample intact, chilled and safe to Jaipur Dairy from BMCs. If sample is deteriorated / damaged during transportation, a penalty of Rs. 500/- (Five Hundred) will be imposed.
 - vi. Keeping the sample safe and in chilled condition from BMC society to Dairy plant shall be responsibility of transporter. If required, he will have to arrange Ice for this purpose.
 - vii. Sample bottle will be marked with tanker number, Route's name and socially code. Driver shall ensure that these informations are provided clearly on bottle.
 - viii. Temperature and quantity of BMC milk will be recorded in milk voucher.
 - ix. If there is delay on part of BMC for 30 minutes or more, same should immediately be informed to Incharge BMC.
 - x. All milk samples brought to Jaipur Dairy should be handed over to concerned Q.C. Lab Incharge.

- xi. Truck sheets should be dropped in box available for this purpose.
- xii. Transporter / driver may get the samples re-tested through Incharge BMC only
- xiii. बी.एम.सी रूट पर जाने वाले वाहनों को सैम्पल एकत्रित करने के लिए बर्फ का चार्ज रु. 50/-प्रति ट्रिप/प्रति टैंकर देय होगा।

The above procedure can be changed / modified at any time during currency of agreement.

Agreement

- 29. The period of contract shall be two years from the date of start of work and can be terminated on the violation of the terms & condition mentioned in the tender document at any moment. The period of contract may be extended for further three months (Max) at the discretion of Jaipur dairy management. Last date for agreement period of all successful tenderer shall be the same.
- 30. Jaipur Dairy shall be at liberty to terminate the contract at any stage if the services are found unsatisfactory and not in accordance with the terms and conditions of the tender.
- 31. The tankers attached with Jaipur Milk Union shall not, without written permission, operate at or for any other milk union agency, failing which Jaipur milk union may impose penalty and such lapse can even lead to cancellation / termination of contract.
- 32. The tanker under contract should not be taken in use for any other purpose during the contract period. If at any time it comes to the notice of Jaipur Dairy, that the tanker is carrying any other consignment other than Jaipur Dairy during to and fro journey, Jaipur Dairy may cancel the contract instantly without issuing any notice.
- 33. The successful tenderer will have to execute an agreement with JZDUSS Ltd. in the prescribed form on a non-judicial stamp paper duly notified of rupees 500/-as required under the RTTP Rules, 2013 order dated-30/05/2018. The expenses of the agreement shall be born by contractor.

Breach of the contract

- 34. The transporter shall be responsible for breach or non-performance of the terms of this contract/agreement. The transporter shall be responsible for all the tankers either owned by him or tanker on contract from some one else. The Jaipur milk union shall be entitled to terminate this contract forthwith without assigning any reason if the transporter goes into liquidation whether voluntary or compulsory. The contract will be liable for termination at the discretion of the Managing Director, JZDUSS Ltd. /milk union at any time for breach in the terms of the contract by them. In such cases, the transporter shall be liable to make good all the damages/losses suffered by the milk union. The Managing Director of the milk union/dispatching union may at his discretion enter into fresh contract(s) for the remaining period of the contract with any other party in which case the transporter shall be liable to pay to the milk union/dispatching unit the difference if any, between the contractive rate and the rate on which the fresh contract is entered into.

Insurance

- 35. Milk insurance charges (transit insurance) for milk transported by road milk tanker from Jaipur Dairy to various destinations and within Rajasthan will be borne by Jaipur milk union.
- 36. The transporter will be responsible to lodge FIR in case of accident with nearest police station and immediately intimate to Jaipur Milk Union for getting the survey of damaged goods/losses of milk due to accident on the spot of accident or at the depot, in case of transit loss, by authorized surveyor of insurance company. All the formalities regarding lodging of claim to insurance company shall be done by Jaipur Milk Union. All relevant papers required by insurance company to settle the claim shall have to be submitted by transporters Jaipur Dairy and the same shall be sent by Jaipur Dairy to insurance company at their Jaipur office for processing the claim. The loss amount shall be withheld from transporter bill till the claim is received from insurance company. If the insurance claim is not receive full or in part, the liability to directly make goods the loss/losses of milk to the Jaipur Dairy on transporter.
- 37. If for any reason whatsoever the claim received from the insurance company for the loss of milk etc. is less than value of milk being transported the differential amount shall be recoverable from the transporter.

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Transit Loss

38. The transporter shall be held responsible for the transit loss of Fat and SNF and difference of weight as under.
- Calculation of transit loss of the milk tanker shall be done on the basis of difference in testing of control sample done at Jaipur Dairy central QC lab and that of sample drawn at receiving unit. Control sample shall be taken at the dispatching unit and perfectly sealed and duly signed by the incharge of dispatching unit and driver of tanker
 - The losses shall be computed in respect of other dairy/out-source on trip basis, BMC on 15-day basis.
 - Loss in Fat and SNF shall be maximum 0.25 % of kg Fat & kg SNF in case of chilling center/ Main dairy/BMC/ RMG/NMG / outsourced plants.
 - Transportation/transit loss beyond the permissible limit as aforesaid shall be recovered at the prevailing milk procurement price.
 - The tanker may be sealed by representative of dispatching unit. The transporter shall be fully responsible for any loss to the dispatching unit in weight, Fat and SNF during transportation. Transporter would make good all the loss weather tanker seal is found in good / bad condition. Condition of seal at receiving unit will not absolve the transporter for transit losses.

Penalties

- If any staff of the transporter is found indulged in damage to the property of Jaipur Dairy/ Chilling center or BMC, the cost shall be recovered from transporter along with same amount as penalty.
- If any staff of the transporter is found indulged in any type of theft of milk and milk products inside dairy plant / chilling center premises/ BMC, penalty to the extent upto 25 times of value of such theft shall be imposed depending upon gravity of the case by management. The driver and helper of such tanker along with the tanker shall be prohibited from further operation. Such tanker may not be allowed to be deployed in future and its security and bank guarantee, pending bill of that tanker may also be forfeited.
- In case of difference both in FAT & SNF is in proportion, management may treat it as pilferage and penalty extent upto 25 times shall be imposed depending upon gravity of the case by management. The driver and helper of such tanker along with the tanker shall be prohibited from further operation. Such tanker may not be allowed to be deployed in future and its security and bank guarantee, pending bill of that tanker may also be forfeited.
- In case of penalty imposed to clause 38 & 39, no benefit of permissible limit of transit loss shall be given / passon to transporter.
- If any tanker engaged by the milk transporter is found indulged in pilferage/ theft of milk during transportation by Police / vigilance team of Jaipur Milk Union / RCDF/ other sources or the firm is found indulged in any other corrupt practice carried out at Milk Union/Chilling Center/ receiving end etc. That tanker shall be debarred from the fleet of tanker of the transporters. Penalty extent upto 25 times of the fat/snf losses without giving benefit of permissible losses shall be recovered depending upon gravity of the case by management. Security deposit and bank guarantee of that tanker of transporter shall be forfeited. All pending bill of that tanker shall be forfeited. Jaipur milk union at its own discretion may lodge F.I.R. against such tanker.
- In case if such incidence stated at T&C 40,41,43 is repeated more than one time of the same transporter, then the contract of the transporter shall be terminated, all the tankers of such firm will be debarred from the fleet of Jaipur milk union. Bank Guarantee, Security amount, EMD amount, pending bill or any other deposited can be forfeited after adjustment of all dues/ penalty and firm shall not be allowed to participate in any forth coming tender of milk union in future. This information may also be sent to all other sister milk unions of state. Jaipur milk union at its own discretion may lodge F.I.R against such tanker.
- Dis-obedience of instruction/order of the competent officer would render him liable to penalty @ Rs. 5000/- per trip and also leading to cancellation / termination of the agreement.
- Jaipur milk union shall be free to terminate contract any time if the tanker staff (Driver/Helper etc.) does not behave in proper way and/or the conduct of the transporter is not up to the mark. Any lapse on the part of the transporter including his tanker staff shall be viewed seriously and such tanker(s) will be liable to be debarred from

transporting milk at any place. Jaipur milk union shall be free to impose penalty for such lapses and for not maintaining discipline.

47. In all the above cases, such tanker shall be off routed immediately till final decision.
48. It shall be responsibility of contractor to submit the receipt voucher, as a proof of safe delivery/ receiving, to authorities immediately upon completion of return journey, failing which bill shall not be cleared for payment

49. Assignment or subletting of contract: The transporter shall not assign or sublet the contract or any part thereof.

Payment

50. Payment in all cases will be made on the receipt of the goods as per the receipt note issued by the receiving party. The receipt note shall invariably be produced to the milk union by the transporter as and when required. The payment will be made on monthly bills raised by the transporter on "Freight to pay" basis and the payment will be affected after statutory deductions within 30 days of receipt of bills duly verified and complete in all respect. The monthly bills shall be submitted by 5th of every month if bill are not submitted till 5th day of the month, the bill will be processed for payment in next month & after delay of 30 days penalty of Rs. 1000/- per month.
51. In absence of declaration under section 194 C (6) for non-deduction of tax at source. Deduction towards income tax and any other tax levied by the Government shall be deducted from contractor's monthly bill.
52. If the amount of loss/ damage/ recovery/ penalty etc caused to Jaipur milk union by the transporter on account of any reason whatsoever, attributable to the transporter, is more than due payments of the transporter including security deposit, Bank Guarantee etc. then excess amount of loss will be recovered from any due payment of transporter from / at any other milk union/unit in Rajasthan as well as security deposit available at any other milk union.
53. Milk tanker can be used for water /milk transportation from /to points from Jaipur Dairy. In case of being used for bringing water, tanker will have to be cleaned thoroughly upto the satisfaction of Jaipur Dairy. In that case calculation will be done on the basis of rate contract. No halting charges shall be given.
54. The milk tankers can be used for transporting milk to / from APS or bye- product section or Old /New Plant. These tankers will be paid for the tanker capacity of 15000 to 20000 Kg. @ Rs. 600/- per trip.
55. Payment of wages to labour, verified by controlling office, has to be submitted along with monthly bill for payment to the account section. In case transporter does not have his/ her own ESI/ PF code, deductions shall be made as per rules.
56. The transporter shall comply with the provision of P.F. Act, ESI Act and other statutory laws. The transporter will also maintain prescribed register and shall be responsible for all practical purposes for the same. The JZDUSS will not be responsible in any case for non-compliance of provision of PF/ ESI and other statutory laws by the transporter. Any liability arising out due to non-compliance or default of the transporter will be passed immediately to him/ her (the transporter). After completion of the agreement the security deposit will be returned to the transporter only after submission of NO DUES CERTIFICATE within three months.
57. The brief guidelines in respect of P.F./ E.S.I. are as under-
Per tanker as the labour of the transporter would be assumed/ fixed as below-
 - i. Driver------(One)
 - ii. Helper------(One)
58. The transporter have to install GPRS System in all tankers from party authorized by jaipur milk union the cost shall be born by transporters shall be responsible to maintain it in currency of tender agreement period, Failing to which penalties of Rs. 500/- (Five Hundred) per day/tanker shall be imposed. Once it is installed & operationalized by Jaipur Dairy authorized firm. The transporter shall be responsible for security or damage of such gadgets. In case GPRS System installed by Jaipur Dairy is damaged due to careless handling by transporters, the cost of such damage shall be recovered from transporters & suitable penalty may be imposed.
59. The milk tankers may be accompanied by milk union authorized representative.

60. In order to avoid the overloading of the tanker the transporters shall ensure that the total weight of filled tanker does not exceed the limit prescribed by Transport Authority in the Registration Certificate of the concerned tanker. In the cases when the total weight of the filled tanker exceeds the limit prescribed by the Transport Authority in the Registration Certificate of the concerned tanker then the payment of such excess quantity of milk transported shall not be payable to the transporter. Such tankers may even be liable for disengagement at the concerned union. Therefore, tenderer should ensure that the capacity of barrel should be such that after filling of tanker upto the brim of the barrel the total weight of the tanker should not exceed the limit prescribed by the Transport Authority in the Registration Certificate of the concerned tanker. Preference shall be given to those approved tankers who comply with all relevant rules of Motor Vehicle Act and the capacity of the barrel is in accordance to the Registered Laden Weight of tanker prescribed by the Transport Authority in the Registration Certificate.
61. The transporter will also submit the registration details and proof of ESI/ PF along with the tender, if available.
62. Milk Transporter must obtain food safety licenses as per food safety standard Act 2006 from the concerned authority. Tenders where application of such license has been made, then copy of such application should be submitted alongwith tender form. **But the work order shall be given only after submission of FSSAI license. The license validity should be as on/entire tender period.**
63. In case of partnership firm the partnership deed is required to be produced.
64. The contractor shall be responsible for the compliance of the motor vehicle act, pollution control act and permitted loading capacity related act.
65. The transporters have to provide bank detail of driver & helper (Bank name, bank account no., IFSC code & PAN no.) and at the time of new contract or driver / helper is replaced he shall provide the same as. Police record verification of driver / helper is responsibility of the transporter.
66. Without driving license/ identity card, labour of transporter would not be allowed on workplace.
67. If any information/document is found incorrect /false during the entire contract period, EMD, Security deposit and Bank Guarantee & any other dues / pending shall be forfeited and contract shall be terminated.

Finally, contactors are advised to take all necessary precaution and measures to transport highly perishable commodity to avoid any loss to Jaipur Dairy and to transporter himself.

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>

2025-27

SPECIFICATION

S. No.	ITEM WITH SPECIFICATION Milk Tanker Capacity/RLW	QUANTITY
1.	15000 कि.ग्र. / 25000 कि.ग्र.	15 Nos.
2.	20000 कि.ग्र. / 31000 कि.ग्र.	25 Nos.

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

अनुभाग IV :

फॉर्म / दस्तावेज जो की प्रस्तुत किये जाने है

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 FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS 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) _____

Phone no. _____ Mobile no. _____
Fax No. _____ Email address _____
2. Addressed to :JZDUSS. Ltd., Near Gandhi Nagar Railway station , Jaipur- 15
3. Office Location (Complete address)

Phone no. _____ Mobile no. _____
Fax No. _____ Email address _____
5. Name of the person/s authorized to : _____
Negotiate and sign the contract
(Designation / status in the firm) _____
(Enclose an attested photocopy of power of attorney issued by all partners/director in favour of nominated person).
6. Status of tenderer with signature : Individual/ HUF/ firm/ company
(tick mark only) (Specify the details in enclosed annexure-I)
(Mandatory: Before making any change in constitution of the firm, it will be intimated to JZDUSS LTD., Jaipur for approval).
7. Earlier experience in this field (if any) : Enclose the document/s.
8. Tender Fee Details:
Rs. DD no. date.....
JZDUSS LTD. / Name of the Bank..... Branch.....
(The DD should be in favour of JZDUSS LTD. Ltd, Jaipur payable at Jaipur)
9. EMD Details:
DD no. dated.....//2025
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. MD RISL Processing Fees DD no..... Date..... Bank Name.....
(in favour of MD RISL)
11. (a) PAN Card / No..... (Attach attested Photocopy)
(b) GSTN No (Attach attested Photocopy)
12. Details of the Bankers: Name..... Branch
District..... State Acc No.
IFSC Code.....

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

FORM -3
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]

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 FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS under Bid No. *[insert BID number]*. Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

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

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

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

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

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

Name _____

In the capacity of _____

Signed _____

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

Date _____

Bank's Seal _____ of Bid Security

FORM -4
(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 Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur-302015, Rajasthan FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS. In response to their Bid/Tender No..... Dated we hereby declare under Section 7 and 11 of the Rajasthan Transparency in Public Procurement Act, 2012, that;

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

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

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

FORM -5**POWER OF ATTORNEY**
(On the letter head of the Bidder)

Know all men by these presents, we(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Bid for selection as Bidder FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATIONS ETC THROUGH MILK TANKERS 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

ForName & signature

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

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

FORM -6

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

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

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

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

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).

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

Yours Faithfully,

(Signature of the Bidder, With Official Seal)

FORM -8**—: शपथ — पत्र :—****(On the letter head of the Bidder)**

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

- मेरे द्वारा नियोजित श्रमिकों को नियमानुसार न्यूनतम मजदूरी अधिनियम 1948 (केन्द्रीय अधिनियम 11, वर्ष 1948) के वैधानिक 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 ।
- 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 राशि जमा करवायी जावेगी ।
- कार्य सम्पादन की अवधि के दौरान कार्य के सम्बन्ध /संदर्भ में किसी भी प्रकार की क्षतिपूर्ति का मुआवजा देने/ईएसआई करवाने/सामूहिक दुर्घटना बीमा करवाने इत्यादि की जिम्मेदारी मेरी होगी । इसके लिए उपापन संस्था की कोई जिम्मेदारी नहीं होगी ।
- 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 ।
- 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 ।
- 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 ।
- नियोजित श्रमिकों को 240 दिवस पूर्ण कर लिये जाने पर औद्योगिक विवाद अधिनियम 1947 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

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

Contract Agreement

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

RATE CONTRACT FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATION ETC THROUGH MILK TANKERS

Between

Managing Director,

Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.

Near Gandhi Nagar Railway Station, Jaipur-302015

and

[Name of the Bidder]

Dated:

AGREEMENT

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

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

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

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

3(a) And whereas the approved Bidder has deposited a sum of Rs. _____ in form of Cash Security/DD/Bank Guarantee as Performance security for the due performance of the agreement.

3(b) And whereas the approved Bidder has deposited a sum of Rs. _____ in form of Cash Security/DD/Bank Guarantee as Additional performance security FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATION ETC THROUGH MILK TANKERS offered for the due performance of the agreement. The Bank Guarantee valid for the contracted period from any scheduled Bank approved by RBI in the prescribed format of JZDUSS LTD.

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

(i) to keep the performance security or additional performance security with the Milk Union in form of Bank Guarantee for contract period or such extended period so as to cover the period of performance of contract as per the LOI/LOA/ work order. In case the approved Bidder completes its contractual obligations before contract period the additional performance security deposit can be refunded before contract period at the sole discretion of JZDUSS LTD..

(ii) That no interest shall be paid by the Milk Union on the performance security deposit.

(iii) That in case of breach of any terms & conditions of the aforesaid conversion LOI/LOA/work order of this agreement by the approved Bidder , the amount of the performance security or additional performance security shall be liable to forfeiture in full or part by the Milk Union .

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

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. Liquidated Damages and Penalties FOR TRANSPORTATION OF MILK TO & FROM JAIPUR DAIRY/BMC/MILK CHILLING CENTERS & OTHER DESIGNATED DESTINATION ETC THROUGH MILK TANKERS Has been specified in the Special Terms & Conditions
6. The mode of payment will be as specified in the Bid documents. Work shall be effected and completed in the manner and time specified in the LOA/work order. In case the approved Bidder fails to execute the work within the time specified in the aforesaid LOA/work order, the conditions of liquidated damages and penalty those for late completion of work as stipulated in the aforesaid work order/contract shall be enforced.
If the Bidder considers at any time during the performance of the Contract that he is unable to meet the agreed dates and deadlines set forth for various deliverables due to occurrence of an event of Force Majeure or any other reasons, it may request in writing immediately on the occurrence of cause of hindrance to the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited , to extend the period of delivery. The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, after considering the reasons and justifications, may extend the period with or without liquidated damages.

7. Amicable Settlement

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

8. All disputes and difference arising between the parties out of the agreement or incidental thereto shall be decided by arbitration under the provisions of the Arbitration and conciliation Act, 1996 or any other law for the time being in force and the same shall be final and binding on both the parties.
9. All the disputes pertaining to the said contract shall vest to the jurisdiction of Courts at Jaipur.

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

SIGNATURE OF THE
APPROVED SUPPLIER:

SIGNATURE FOR AND ON
BEHALF OF the Milk Union:

Witness No.1

Witness No.1

Signature: _____

Signature: _____

Name : _____

Name : _____

Address: _____

Address: _____

Witness No.2

Witness No.2

Signature : _____

Signature : _____

Name : _____

Name : _____

Address : _____

Address : _____

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

(Performa of Bank Guarantee for Performance Security)**(On Non-judicial stamp paper as prescribed by bank)**

This deed of Guarantee made this _____ day of _____, 2025 by _____ (Name and address of the Bank) (hereinafter referred to as "The Bank") which expression shall be here the context or meaning so requires, includes the successors and assignees of the Bank and the Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited, Jaipur, Rajasthan, (hereinafter referred to as "The Milk Union" which expression shall unless repugnant to the context or the meaning there of include its legal representatives, successors and assignees.

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

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

The Bank shall consider that such demand by itself is a conclusive evidence and proof that the tenderer has failed in complying with the terms and conditions stipulated by the Milk Union without raising any dispute regarding the reasons for any such lapse/failure on the part or the approved tenderer.

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

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

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

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

Place :

Date :

(SIGNATURE)
SEAL OF BANK

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