



जयपुर डेयरी

**E-Tender Document**

**RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT  
DCS**

**एकल चरण—दो भाग निविदा**

**जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि०**

गान्धीनगर, रेल्वेस्टेशन के पास, जयपुर-302015

वेबसाईट—[www.jaipurdairy.com](http://www.jaipurdairy.com)

ईमेल: [dtcjicaproject@jaipurdairy.com](mailto:dtcjicaproject@jaipurdairy.com)

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

GST No.08AAAAJ0767G1Z

**Table of Contents**

**Disclaimer .....**

**Critical Dates.....**

**NoticeInvitingBid/Tender.....**

**SectionI: Instructions to Bidders and Bid Data (ITB).....**

**Section II: Evaluation and Qualification Criteria .....**

**Section III: Terms of Reference (TOR) .....**

**Section IV: Bidding Forms.....**

**Technical Proposal (Bid).....**

**(i) Financial Proposal (Bid).....**

**(ii) Section V: Contract Forms and Performance Security & Additional  
Performance Security  
.....**

**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,**

E-Mail: [dtejicaproject@jaipurdairy.com](mailto:dtejicaproject@jaipurdairy.com) Website: <http://www.jaipurdairy.com>

### RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS

#### Critical Dates

S.No.	Particulars	Date
1.	Date & time of uploading tender document by Jaipur Dairy.	12.06.2025 at 02.00 PM
2.	Date from which Bidding Document will be provided from the web-site of Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited i.e. <a href="http://www.jaipurdairy.com">www.jaipurdairy.com</a> or can be downloaded from e-procurement or State Public Procurement Portal	12.06.2025 at 02.00 PM
3	Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur	20.06.2025 at 12.00 PM
4	Last time and date upto which Bids can be submitted/ uploaded on e- procurement website	02.07.2025 at 01.00 PM
5	Last date & time for submission of fees following in original and physical form:	02.07.2025 at 03.00 PM
	Bid-security/EMD: <b>Rs. 20,00,000/-</b> by DD / banker cheque / pay order (CTS / BG only in name of JZDUSS Ltd., Jaipur	
	Tender document fee: <b>Rs. 2500/-</b> by DD / banker cheque / pay order (CTS only) in name of JZDUSS Ltd., Jaipur	
	RISL Processing fee: <b>Rs.2500/-</b> by DD / banker cheque / pay order (CTS only) in name of MD RISL, Jaipur	
5.	Time and date of opening of Technical Bid	03.07.2025 at 12.00 PM
6.	Time and date of opening of Financial Bid	To be informed later

# Jaipur Zila DugdhUtpadakSahakari Sangh Ltd.

Near Gandhi Nagar Railway Station, Jaipur

PABX No.: 91-0141-2713666-69 (4 Lines), Sales :91-0141-2713670 Fax No.: 0141-2711075

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

## TENDER – FORM

### Subject: RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS

- 1) Last Date & Time for Submission: 02.07.2025 at 01.00 PM
- 2) Date & time for opening of the Tender 03.07.2025 at 12.00 PM  
(Technical bid only):
- 3) Estimated value of Contract: **Rs. 10 CORE**
- 4) Earnest Money Deposit: Tender form must be accompanied with Earnest money deposit of Rs. 20,00,000/- (Rs. Twenty lacs) The EMD/ BG 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. 2500/- (Two Thousand five Hundred rupees only) by Demand Draft Only in favour of JZDUSS LTD., payable at Jaipur.
- 6) Tender Processing Fee(non-refundable): Rs. 2500/- (Two Thousand five Hundred Rupees Only)  
Demand draft in favour of MD, RISL, payable at Jaipur.
- 7) The complete Bidding Document including the Conditions of Contract, Evaluation and Qualification Criteria, Terms of Reference, Bidding Forms, Procedure of Bidding etc. can be seen at [www.jaipurdairy.com](http://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 one-procurement.  
The original Demand draft/ Banker's cheque/ Bank Guarantee in the specified format, from a Scheduled Bank in India, shall be submitted personally or dropped in the Bid Box or by post in sealed envelopes deposited in the office of Jaipur Zila DugdhUtpadakSahakari Sangh Limited, Jaipur after last time and date of Bid submission and before Time and date of opening of technical Bid, or as specified in Bid Document, failing in which the bid shall be rejected.

The Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited is not bound to accept the successful Bid and may reject any or all Bids without assigning any reason thereof.

NIT

## जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर गांधी नगर रेल्वे स्टेशन के पास, जयपुर - 302015

कनॉक (एफ2/जजिदुससलि/ जायका /2025/ 8025-27

दिनांक JJ / 08 / 2025

### ई-निविदा सूचना

संघ में संचालित डीटीसी-जायका प्रोजेक्ट के अन्तर्गत work under DTC-JICA Project हेतु इच्छुक निविदादाताओं से ई-निविदा आमंत्रित की जाती है, जिसकी विस्तृत सूचना एवं महत्वपूर्ण शिथियां [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) व [www.jaipurdairy.com](http://www.jaipurdairy.com) पर देखी जा सकेगी। उपरोक्त कार्य हेतु वेबसाइट [www.eproc.rajasthan.gov.in](http://www.eproc.rajasthan.gov.in) पर निविदा प्रपत्र भरा जा सकेगा।

प्रबन्ध निदेशक

#### प्रतिलिपि

1. उपप्रबन्धक (प्रचार प्रसार) दुग्ध संघ, जयपुर को भेजकर लेख है कि निविदा सूचना को समाचार पत्र में प्रकाशित करवाने का अम करार है।
2. प्रोजेक्ट कोऑर्डीनेटर (एफओपी), दुग्ध संघ, जयपुर
3. सूचना परत, दुग्ध संघ, जयपुर
4. कार्यालय प्रति/मास्टर फाइल

प्रबन्ध निदेशक

## 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 (typeIII) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CC Approved certifying agency, i.e., TCS, safecrypt, N code etc. or they may contact e-procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital certificate need not procure a new Digital Certificate.

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

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

## अनुभाग II:

### Eligibility & Qualifications Criterion Sheet

**(Each Bidder is required to fill up the form and enclose the required documents failing which the tender with I become liable for no further consideration/evaluation)**

S.No.	Particulars	Yes or No	If yes, please Indicate Page No.
1.	Whether copy of Suitable class of Civil Contractor License as per Govt. latest orders from Central /State Government /Govt. undertaking provided.		
2.	Whether details regarding works completed in last five years submitted as per format — Schedule - I		
3.	Whether details regarding works in hand submitted as per format —Schedule - II		
4.	Whether cumulative financial turnover of the last 5 year, ending 31 <sup>st</sup> March of the previous financial year, should be at least 50% of the estimated cost. In support of which bidder should submit the audited income tax return for respective year /CA certified Turnover Certificate mentioning UDIN with audited balance sheet of respective year.		
5.	Whether Bank account details / Cancelled Cheque for RTGS submitted or not.		
6.	Whether GST Registration certificate copy provided.		
7.	Whether EMD/Tender Fees/MD-RISL provide D.D. No. & date.		



**SCHEDULE - I**

**Major works successfully completed during the past five years**

S. No.	Name of work	Place of contract	Contract reference	Name of client	Value of contract	Time of completion	Date of completion

**Signature of Bidder**

SCHEDULE - I I

WORKS IN HAND

S. No .	Name of work	Place of contract	Contract reference	Name of client	Value of work	Time of completio n	Date of completio n

Signature of Bidder

# JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD.

Near Gandhi Nagar Railway Station Jaipur- 302015

EPABX: 2713666-69 Fax: 0141-2711075

**Name of work – RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS**

## **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.

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.

- (b) Every appeal may be presented to Appellate Authority, in person or through registered post or authorized representative.

#### **(3) Fee for filing Appeal**

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.

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**

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.

- (a) 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.

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.

- (b) The order passed under sub-clause

- (c) Above shall be placed on the State Public Procurement Portal.

**Annexure****FORM No.1****[See rule83]****Memorandum of Appeal under the Rajasthan Transparency  
in Public Procurement Act, 2012**

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

Before the ..... (Appellate Authority)

## 1. Particulars of appellant:

(i) Name of the appellant:

(ii) Official address, if any:

(iii) 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

SIGNATURE OF THE TENDER

## अनुभाग-II:

निविदादाताओं की आर्हता, पात्रता एवं मूल्यांकन की शर्तें

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

क्रमसं	विवरण	रजि. सं.	वर्ष	पंजीकरण दिनांक	सलंगक क्रमांक
1.	वस्तु एवं सेवाकर (GST)				
2.	आय कर (पैन नंबर)				
3.	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 या इण्डियन पार्टनरशिप एक्ट 1932 के अन्तर्गत या इण्डियन कम्पनी एक्ट 1956 के अन्तर्गत/ B.R.N/MSME certificate				

- 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 / ब्लेक लिस्टेड किया गया है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जिनका संघ के किसी भी अधिकारी/कर्मचारी/संचालकमण्डल के सदस्य से/दुग्ध समितियों के पदाधिकारी वित्तीय सम्बन्ध है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जिनका संघ के संचालकमण्डल 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 हैं वे इस निविदा में भाग नहीं ले सकते।
- जयपुर दुग्ध संघ में सुरक्षा कार्य के अनुबन्धित ठेकेदार, पशु आहार संयंत्र कालाडेर 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 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।
- निविदादाता को जी.एस.टी. में पंजीकृत व पेन नम्बर का प्रमाणपत्र प्रस्तुत करना होगा।
- निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
- निविदादाता को 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 निविदादाता से रक्त सम्बन्ध है और जो निविदादाता पर आश्रित हैं वे निविदा में भाग नहीं ले सकते।

## अनुभाग-III(A)

### Terms of Reference

**Scope of Work:** Jaipur Dairy, Jaipur invites tender in two cover system of RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS

- 1 As per the prescribed Specifications. Prospective suppliers willing to participate in this tender shall necessarily register themselves in e-procurement portal. Evaluation criteria will be as per the conditions mentioned in T&C section.
- 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 offers 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 anegotiation.

**Job Complition Period: Work should be completed within 08 Months from the date of commencement mentioned in Work Order.**

3. The Jaipur Milk Unions reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 5% in case of delays beyond one month as stipulated above. The JMU further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.
4. **Payment For Works: As per Agreement**
5. All legal proceedings, if necessity arises, to be instituted by any of the parties shall have to belodged in courts situated at Jaipur and not elsewhere.

## अनुभाग-III(B)

### निविदा की सामान्य शर्तें

1. निविदाप्रपत्र दो भागों में है (तकनीकी भाग-भाग“अ” एवं वित्तीय भाग-भाग“ब”)। निविदादाता द्वारा दोनो भाग अलग अलग भरे जाने हैं एवं दोनो ही भाग अलग अलग लिफाफों में सील बंद कर प्रस्तुत करना होगा तथा लिफाफे पर फर्म का नाम इत्यादि विवरण अंकित करना आवश्यक है। ई-टेंडर होने की स्थिति में भाग “अ” तथा भाग “ब” अलग-अलग अपलोड किये जाने हैं।
2. निविदादाता द्वारा प्रस्तुत निविदा के भाग “अ” के साथ विशेष शर्तों के अनुसार धरोहर राशि (अरनेस्ट मनी), टेंडर फार्म फीस के ड्राफ्ट जयपुर जिला दुग्ध उत्पादक सहकारी संघ 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।
3. असफल निविदादाताओं को निविदा प्रक्रिया पूर्ण होते ही उनकी धरोहर राशि लौटा दी जावेगी।
4. धरोहर राशि निम्नकारणों से जब्त की जायेगी :-  
(i) यदि निविदादाता निविदा खुलने के पश्चात अपनी निविदा वापस लेता है या परिवर्तन करता है।  
(ii) 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।

5. भाग“अ” के साथ सभी प्रकार के दस्तावेज इत्यादि संलग्न/अपलोड किये जाने आवश्यक है। कोई भी आवश्यक दस्तावेज नहीं होने की स्थिति में निविदा अस्वीकृत कर दी जावेगी। भाग“ब” के लिफाफे में सिर्फ वित्तीय भाग ही होना चाहिए। ई-टेंडर होने की स्थिति में भाग “ब” निर्धारित प्रपत्र में अलग अपलोड किया जाना है।
6. सफल निविदादाता को (विशेष शर्तों के अनुसार, यदि आवश्यक हो तो) बैंक गारंटी दिया जाना अनिवार्य है। जो कि अनुबन्ध समाप्ति की अवधि के छः माह पश्चात तक की होना अनिवार्य है।
7. अनुबन्ध की अवधि को संतोषजनक कार्य होने की स्थिति में तीन माह के लिए उन्हीं शर्तों पर बढ़ायी जा सकती है।
8. अनुबन्ध हस्ताक्षरित करने से पूर्व विशेष शर्तों के अनुसार सिक्कूरिटी 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 नॉनज्यूडिशियल 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।

9. निविदाप्रपत्र 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 ।
10. निविदा प्रपत्र का भाग“ब” में निविदादाता द्वारा दी जाने वाली दर भरी जानी है तथा इस दर के प्रपत्र को एक पृथक मोहरबन्द लिफाफे में जिस पर कार्य का नाम व भाग“ब ”अंकित हो प्रस्तुत की जानी है । ई-टेंडर होने की स्थिति में भाग “ब ”निर्धारित प्रपत्र में अलग अपलोड किया जाना हैं
11. उपरोक्त दोनों मोहरबन्द लिफाफे को एक अन्य लिफाफे में मोहरबन्द करके उस पर कार्य विवरण व निविदा खुलने की तारीख अंकित करते हुये निर्धारित अवधि से पूर्व प्रस्तुत किया जाना आवश्यक है । यह सिर्फ उन निविदाओं के लिए लागू होगा जिसमें ई-निविदा नहीं भरी जानी है ।
12. निविदादाता द्वारा सम्बन्धित कार्य के लिये प्रस्तुत की जाने वाली निविदा के भाग“अ” में चाही गई वांछित 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 ।
13. निविदादाता द्वारा प्रस्तुत निविदाप्रपत्र 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।
14. निविदाप्रपत्र 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।
15. सफल निविदादाता को जयपुर दुग्ध संघ का नोमिनल सदस्य बनना आवश्यक है।
16. किसी प्रकार की शर्त जोड़ने एवं हटाने का अधिकार निविदादाता को नहीं होगा।
17. निविदादाता को निविदाप्रपत्र के समस्त पृष्ठों पर हस्ताक्षर करना आवश्यक होगा। ई-टेंडर होने की स्थिति में प्रत्येक पृष्ठ पर हस्ताक्षर कर अपलोड किया जाना होगा ।
18. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय को निहित रहेगा।
19. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबन्धकर्ता को इस कार्यालय में सूचित करना आवश्यक है । परन्तु यह परिवर्तन किसी भी पूर्व पार्टनर को अनुबन्ध के दायित्व से मुक्त नहीं करेंगी । परिवर्तन के पश्चात भी अनुबन्धकर्ता फर्म अनुबन्ध की शर्तों से बंधी हुई रहेंगी ।
20. कार्य आदेश देने के 15 दिवस के अन्दर समस्त औपचारिकतायें पूर्ण कर कार्य प्रारम्भ करना होगा । जिसके अभाव में कार्य आदेश निरस्तकर अमानत राशि जब्त की जा सकेगी ।
21. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा ।
22. निर्धारित अवधि के बाद प्रस्तुत/अपलोड किये गये निविदाप्रपत्र पर विचार नहीं किया जावेगा ।
23. निविदायें सील बन्द लिफाफे में प्रकाशित निविदा सूचना एवं ठेके की शर्तों के अनुसार निर्धारित समय में संलग्न प्रार्थनापत्र में अपना पूरा स्थायी पता व पत्र व्यवहार करने का पता टेलीफोन नम्बर अपनाई-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 /अनुबन्धकर्ता को कोई भी सूचना उसके ई-मेल के पते पर प्रेषित की जा सकती है । ई-मेल पर भेजी गई सूचना निविदादाता /अनुबन्धकर्ता को उसी दिन प्राप्त हुई मानी जावेगी ।
24. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं, जंहा विशेष शर्तों के अनुसार अनुभव प्रमाणपत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है ।
25. यदि कोई निविदादाता द्वारा कोई तथ्य छुपाया जाता है जो कि अनुबन्ध अवधि में सामने आता है तो अनुबन्ध निरस्तकर धरोहर राशि/सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान जब्त कर लिया जावेगा ।



26. व्यवस्था में परिवर्तन होने पर एव संघ हित में अनुबंध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा।
27. संघ हित में विशेष परिस्थिति उत्पन्न होने पर अनुबंध की शर्तों में कोई शर्त जोड़ी या घटाई जा सकती है।
28. अनुबंध की अवधि अनुबंधित कार्य प्रारम्भ करने के दिन, जिसकी गणना अनुबंध में वर्णितसमस्त शर्तों को नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबंध हस्ताक्षरित किये जाने के उपरान्त कार्य आवंटन दिनांक से की जावेगी। नॉन ज्यूडिशियल स्टाम्प पेपर की कीमत राज्य सरकार द्वारा जारी परिपत्र के प्रावधान के अनुसार होगी।
29. मोहरबन्द निविदा निर्धारित तिथि व समय पर जयपुर जिला दुग्ध उत्पादकसहकारीसंघ लि0, जयपुर के कार्यालय में खोलीजावेगी व उस समय निवेदकस्वयं 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।
30. निविदादाताओं द्वारा प्रेषित की गई दरें जयपुर दुग्ध संघ प्रशासन के पास विचार कर नियमानुसार स्वीकार करने के लिये निविदा खुलने की तिथि से तीन माह तक खुला रखना होगा।
31. अनुबंधकर्ता द्वारा सम्पादित कराये गये कार्य का विवरण के समय निर्धारितप्रपत्र में भुगतान हेतु बिल अनुभाग अधिकारी द्वारा प्रमाणीकरण करवाकर कार्यालय में कार्य पूरा होने अथवा प्रत्येक माह की समाप्ति पर माह की पांच तारीख तक प्रस्तुत किया जायेगा। अनुबंधकर्ता द्वारा प्रस्तुत बिल में से नियमानुसार कटौती की जावेगी।
32. अनुबंधकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विभाग अधिनियम, कांटेक्टलेबर 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 कोकरनीहोगी।
33. कार्य के दौरान कर्मकार के साथ किसी भी प्रकार की दुर्घटना होने पर समस्त कार्यवाही करने का दायित्व अनुबंधकर्ता का होगा।
34. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर / कर्मकार की तरह कार्य नहीं करेगा।
35. कार्यस्थल पर अनुबंधकर्ता अथवा उसका सुपरवाइजर कार्य के दौरान उपस्थित होना चाहिए।
36. 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।
37. प्रबन्ध निर्देशानुसार कार्य सम्पादित करवाने हेतु अनुबंधकर्ता को स्वयं या उसके द्वारा नियुक्त प्रतिनिधि/पर्यवेक्षक के माध्यम से सम्बन्धित अनुभाग अधिकारी से अनिवार्य रूप से प्रतिदिन प्रति पारी सम्पर्क स्थापित करना होगा एवं आपात स्थिति में सम्पर्क स्थापित करने हेतु अनुबंधकर्ता या उसके प्रतिनिधि की उपलब्धता के सम्बन्ध में भी प्रबन्ध को अवगत कराना होगा।
38. Appeals: - Appellate authority - Chairman, JZDUSS Ltd.  
Procedure for appeal is mention at Annexure "A"
39. सम्बन्धित अनुबंधकर्ता से अनुबंध अवधि में जो भी सूचना या दस्तावेज इस संघ द्वारा मांगे जावेगें वे निश्चित अवधि में उपलब्ध करवाने आवश्यक होंगे यदि अनुबंधकर्ता के द्वारा दस्तावेज/सूचना नहीं दी जाती है तो अनुबंध की शर्तों की अवहेलना माना जावेगा तथा प्रबन्धन इस अनियमिता के लिये अनुबंधकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबंध भी निरस्त किया जा सकेगा।
40. अनुबंध अवधि के दौरान कार्य अंसतोष जनक 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 जावेगें।
41. अनुबंध अवधि के दौरान अनुबंधित अनुबंधकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती है तो अनुबंधकर्ता को बकाया नहीं प्रमाणपत्र एवं धरोहर राशि व अन्य कोई राशि वांछित सूचना उपलब्ध करवाने तक नहीं दी जावेगी। अनुबंध अवधि समाप्त हो जाने के पश्चात किसी भी अधिकार के अन्तर्गत यदि कोई सूचना वांछित होती है तो वह सूचना अनुबंधकर्ता द्वारा उपलब्ध करवाया जाना आवश्यक होगा।
42. निविदा प्रपत्र की सभी शर्तें अनुबंध का हिस्सा होंगी।

43. यदि राज्य/केन्द्र सरकार द्वारा सर्विस टैक्स व अन्य कोई नया कर निविदा के पश्चात निर्धारित किया जाता है तो उसका भुगतान देय दरों के अतिरिक्त होगा।
44. पात्रता की शर्तें संख्या 09 (अनुभाग-II) में निविदादाताओं को सीमित करने के आधार निम्नानुसार वर्णित हैं।
- i) एक ही ठेकेदार द्वारा समस्त कार्यों का ठेका लेने की सम्भावना बढ़ जायेगी व किसी भी समय उसके द्वारा कार्य रोके जाने पर पूरी डेयरी का कार्य/सिटी सप्लाई बाधित हो सकती है। इस प्रकार की घटनापूर्व में भी जयपुरडेयरी में घटित हो चुकी है।
  - ii) सुरक्षा व्यवस्था में कार्यरत ठेकेदार यदि अन्य कार्यों का भी ठेका ले लेता है तो उसी के कर्मकार संयंत्र के अन्दर-बाहर आते जाते रहेंगे। ऐसे में ये किसी भी प्रकार की चोरी/अनियमितता होने पर संघ के उच्चाधिकारियों को रिपोर्ट नहीं करेंगे एवं कार्य में पारदर्शिता नहीं रहेगी।
  - iii) एक ही ठेकेदार यदि समस्त कार्यों का ठेका ले लेता है तो यह स्वाभाविक रूप से एकाधिकार व हठ धर्मिता प्रदर्शित करेगा।
  - iv) यह है कि निविदा में ज्यादा से ज्यादा निविदादाता भाग लेने चाहिए जिससे प्रतिस्पर्धात्मक रूप से दरें प्राप्त हो सकती है। ऐसे में दुग्ध संघ में कार्यरत वर्तमान ठेकेदारों के अतिरिक्त बाहर से ज्यादा से ज्यादा फर्मों को भाग लेने हेतु प्रोत्साहन मिलेगा।

#### 45- Force Majeure Clause:

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

**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.rajabasthan.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.

## निविदा से सम्बंधित विशेष शर्तें

1. Contrator must be enlisted into the suitable category of civil work contractor in CPWD/ State PWD/ Govt undertaking as per the estimated value if work
2. The Contractor shall employ technical personnel named in the contract data as per the relevant qualification and abilities for constriction value of contract.
3. All risk of loss or damage to physical property and personal injury and death which arises during and in consequence of the performance of the contract are the responsibility of the contractor.
4. The contractor shall construct the work in accordance with the specification and drawing and as per guideline issued by the JZDUSS Civil Department.
5. The contractor shall deploy the equipment & machinery as per requirement in construction of work like vibrator, mixer machine, T&P etc to maintain the progress of work and completing the work in stipulated date of completion.
6. The contractor shall be responsible for the safety of all activities on the site.
7. All statutory deductions such as PF/ ESI/ Income tax etc. shall be deducted from the bills and supplier shall submit the requisite details for the same.
8. The contractor shall have to arrange to access to the site where work contract is being carried out.
9. The contractor shall not work after the Sunset and before sunrise without specific permission of the Authorized Engineer.
9. The contractor shall permit the JZDUSS technical person to check the contractor's work & to notify the engineer and contractor if any defects that are found.
10. The contractor shall be responsible for testing of material like mortars, concretes, steel etc timely & provide all the testing certificate to JZDUSS officials on his own cost.
11. The value of work executed shall be determined, based on measurements by the engineer.
12. The quoted rates by the contractor shall be deemed to be Inclusive of the GST and other levies, duties, royalties, cess, Taxes of the central & state Governments will have to be paid by the contractor.
13. Successful tenderer shall have to deposit security money amount 10% of the tendered value. The EMD amount will be adjusted in S.D. amount. The S.D. amount will be refunded after completion of Defect liability Period.
14. The successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from each running and final bill @ 10% of the amount of the bill.
15. No advance payments shall be made to the contractor.
16. The contractor shall make his own arrangement for the engagements of all staff and labour and for their payments, housing, feeding and transport etc.
17. The contractor shall have to abide all the labour rules, regulation, notification and bye laws of the State Government.
18. If the JZDUSS determine that the contractor has engaged in corrupt, fraudulent, collusive, practice in completing or executing the contract, then JZDUSS may after giving 14 days notice to the contractor, terminate the contractor's employment under the contract and expel him from the site.
19. The contractor shall furnish the programme of construction for execution of the work within the stipulated time schedule together with methodology of construction for each type of work and should obtain the approval of the Engineer-in-charge of JZDUSS prior to actual commencement of work.
20. Keeping in view the quantity of the subject matter of procurement is very large, critical and vital nature due to time bound completion of the project, the JZDUSS may divide the quantity between the bidders as per the RTPP act and rules but divication of quantity is not bounding on JZDUSS it will be the sole decision of JZDUSS, whether to divide or not.
21. If there is any typographical or clerical error/discrepancy of otherwise in the Schedule 'G' the rates as given in the PWD BSR 2022 Jaipur circle for building works items and its latest corrigendum issued from time to time on which "Schedule-G" has been prepared shall prevail.
22. Any Material not confirming to the specification collected at site shall have to be removed by the contractor within a period of three days of the instruction issued by the JZDUSS in writing, failing which, such material shall be removed by the department at risk and cost of the contractor after expiry of three days period.
23. The overall cleaning of site and disposal of building rubbish, surplus material etc. is to done by contractor as directed by Engineer-in-charge of JZDUSS.

24. Contractor will make his own arrangement for permission of vehicles from traffic department, in entry zone area and will make his own arrangement of movement of vehicles within time allowed by Traffic Police authorities.
25. The contractor shall have to ensure to provide clear working condition to the agency doing electrification work, when the stage of doing such work arrived, and shall have to make good any hole/jhirri made by the agency doing electrification work at his own cost prior to applying finishing layer such as plaster/flooring over that.
26. The bidder is advised not to give any conditional bid. Conditional bids are likely to be rejected.
27. The bidder is advice to sign all the bid documents/ pages/ agreement/ special conditions before submitting the bid document. If these documents are not signed these will be considered as accepted by the bidder.
28. The contractor has to arrange electric and water connection for the execution of the work at his own cost. No payment shall be made for the arrangements of electric supply and water supply.
29. All expenditure on making temporary store/hutments, male & female toilets at site will be borne by the contractor and he will be fully responsible for removal of such temporary construction at his own cost after the completion of the work. Contractor will make all necessary arrangement to keep the site neat and clean as directed by the Engineer in charge.
30. Contractor will be responsible for watch and ward of material brought at site and will make necessary arrangements as per safety codes for safe traffic movements.
31. Any material/ machinery/equipment/ tools & plants not conforming to the specification brought at site will have to be removed by the contractor within a period of three days of the instructions issued by the engineer in charge in writing failing which, such items will be removed by the department at risk and cost of contractor.
32. All survey equipments and men power required for the purpose of marking layout, taking measurements and supervision of the work, will be arranged and maintained by the contractor.
33. The contractor will use only potable water for curing and mixing in concrete and mortar after testing.
34. Cement of mini cement plant will not be allowed and the brand of cement is to be got approved from the engineer in charge of JZDUSS before execution of work.
35. In case the contractor fails to do the curing for specific period the department will arrange to execute curing on cost of Contractor.
36. Work should be completed **within 08 Months** from the date of commencement as per Work Order.
37. After completion of work the contractor will remove all debris and rubbish from work site at his own cost.
38. Contractor will ensure compliance of various guidelines issued by state and central govt. regarding COVID-19 (Corona Virus) from time to time.
39. **Defect liability period** for the work will be **5 year (Five Year)** reckoned from the actual date of completion of the work generally, following defects are covered for D.L.P.
  - a. Surface cracks on RCC work.
  - b. Cracks in masonry, walls, pillars, etc.
  - c. Dampness appeared on surface of wall, ceiling, floors etc.
  - d. De-laminations and unevenness of surface.
  - e. Leakage, cracks in drainage system, dampness in sunken portions.
  - f. Defects in paint work, distempering, white-wash etc. for example, unevenness in shade, peeling out, flakes on the surface etc.
  - g. Cracks, settlement, unevenness, opening of joints in floorings.
  - h. Doors, Windows, and ventilators opening and closing are not smooth fittings & fixtures are not functioning smoothly.
  - i. Steel fabrication works not grinded properly and finished.
  - j. Leakage/chocking in pipelines, taps, valves, showers, washbasin, etc. sanitary ware fittings not functioning smoothly.
  - k. External services for storm water, sewerage, and rain water harvesting system not functioning properly.

In addition to the above, any defects identified by the user and / or Engineering-in-Charge shall be rectified within notified period assigned by the Engineer-in-Charge.

40. Time period for repair / replacement: - Contractor will have to attend the defect as pointed out by engineer in charge. Rectification of defect should be ensured by the contractor within the prescribed period which may be in hours/ days and depends on the gravity and severity of defect.
41. In compliance to Finance (G&T) Department Rajasthan Jaipur Notification dated 22.10.2021, in case of, contractor will be required to submit additional performance security which will be equal to fifty percent of unbalanced bid amount. (Copy enclosed)
42. All the building material should conform to provided G-schedule Specification. Sanitary, Water Supply, Fitting, Paint, Electric Fittings, C.P. Fitting PVC Tank etc. should be ISI first quality and ISI marked & be got approved by Engineer-in-Charge before use.
43. The RCC work shall be executed by proper weigh batcher and concrete mixer with hopper & mortar mixing should be done by mixer.
44. The contractor will display adequate number of Display Boards and no extra payment will be paid to contractor.
45. Final payment shall be made to the contractor only after satisfactory handing over of the complete work to the Engineer in charge of JZDUSS.

**These special conditions are the part and parcel of the agreement and engineer in charge is free to take action as suitable for violation of these clauses as per agreement.**

**Note-**

- 1. These 200 Nos Dcs building will be constructed at different location of DCS under Jaipur Milk Union milkshed Area. i.e. Chasku, Dausa, Bindayka, Bassi, Dudu, kaladera, Manpura, Kotputli Area.**
- 2. No separate transportation, to & fro or any other labour accommodation charge will be admissible to contractor.**
- 3. Any material movement, construction machinery/ tools movement or arrangement will be in the scope of contractor only**
- 4. Payment will be made only on the basis of MB book measurement duly verified by incharge (Engg./ Civil).**
- 5. Provided BOQ for the bidding at E-procurement website is for only one nos DCS building quantity on the basis of PWD BSR-2022 rates.**
- 6. Rate contract for the work will be done with Successful bidder/bidders on the basis of approved rate of single DCS Building BOQ.**
- 7. Total 200 nos DCS building will be constructed at different locations on the basis of approved rate of single DCS Building BOQ.**

**अनुभाग-IV :**  
**फॉर्म/दस्तावेज जो की प्रस्तुत किये जाने है**  
**Form -1**

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

**To**  
**Managing Director**  
**Jaipur Zila Dugdh Utpadak Sahakari Sangh**  
**Ltd. Jaipur-302015, Rajasthan**

Dear Sir:

We, the undersigned, offer **RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS** 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 DugdhUtpadakSahakari Sangh Ltd.and action may be taken against us under the provisions of the Act and theRules.
- (b) Our Proposal shall be valid and remain binding upon us for the required period of 120Days.
- (c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Bid Document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.
- (d) We meet the Eligibility and Qualification criteria as required in the Bid Document.
- (e) Our Bid/Proposal is binding upon us and subject to any modifications resulting from the Contractnegotiations.
- (f) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the Bid Document.
- (g) We understand that the Jaipur Zila DugdhUtpadakSahakari 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. \_\_\_\_\_ Mobilenos. \_\_\_\_\_  
 FaxNo. \_\_\_\_\_ Email address \_\_\_\_\_

2. Addressed to: JZDUSS. Ltd., Near Gandhi Nagar Railway

station, Jaipur-15

3. Office Location (Complete address)

.....  
 .....  
 Phone no. \_\_\_\_\_ Mobilenos. \_\_\_\_\_  
 FaxNo. \_\_\_\_\_ 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. .... / / 20\_ \_  
 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. ....

**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 **RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS** 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 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 DugdhUtpadakSahakari Sangh Ltd., Jaipur during the period of Bid/Tendervalidity,
  - (i) fails or refuses to execute the Contract Form, ifrequired,
  - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (ITB),
  - (iii) does not accept the correction of errors in accordance with the ITB, or
  - (iv) breaches any provision of the Code of Integrity specified inITB;

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

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

The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the 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 DugdhUtpadakSahakari Sangh Ltd., Jaipur- 302015, Rajasthan RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS

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

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

Date:  
Place:

Signature of Bidder  
Name:  
Designation:  
Address:

**FORM -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 Rate contract for Work under DTC-JICA Scheme in Jaipur Dairy, to be supplied by our milk unions. Including signing and submission of all documents and providing information/responses to JZDUSS LTD., JAIPUR in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of Acceptance

For.....Name & Signature

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

**FORM -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 हूं कि

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

## 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

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

# **Contract Agreement**

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

## **RATE CONTRACT FOR CIVIL WORK UNDER DTC-JICA SCHEME AT DCS**

**Between**

**Managing Director,**

Jaipur Zila Dugdh Utpadak Sahakari

Sangh Ltd. Near Gandhi Nagar

Railway Station, Jaipur-302015

**and**

**[Name of the Bidder]**

**Dated:**

**Format will be provided to the successful Bidder**



### **AMENDMENT NOTE/SPECIAL CONDITIONS OF CONTRACT AGREEMENT**

The Rajasthan Transparency in Public procurement Act 2012 and Rajasthan Transparency in public procurement Rules 2013 is applicable and the conditions of contract as per Appendix XI of Public Works Financial and Accounts Rules of Government of Rajasthan is attached the Agreement with the following amendments/conditions.

In place of the Governor of State of Rajasthan or "The Governor of Rajasthan" wherever occurs in the said form, should be treated as repaced by "The Managing Director, JZDUSS LTD., JAIPUR. In place of the Chief Engineer wherever it occurs, should be read as The Managing Director, JZDUSS LTD., JAIPUR.

Specifications will mean the latest specification approved by Public Works Department unless mentioned otherwise.

(i) **Agreement Clause No. 1 is amended as under: -**

"The security deposit @ 10% of the gross amount of the running bill shall be deducted from each running bill and shall be refunded as per rules on completion of the contract as per terms and conditions. The EMD/BID SECURITY shall however be adjusted while deducting security deposit from the first running bill of the bidder. There will be no maximum limit of security deposit".

"All compensations or other sums of money payable by the Bidder to the Government under the terms of his contract may be deducted from or paid by the sale of a sufficient part of his Security Deposit, or from interest arising therefrom, or from any sums, which may be due or may become due to the Bidder by the Government on any account whatsoever, and in the event of his security deposit being reduced by reason of any such deductions or sale as aforesaid, the bidder shall within ten days thereafter, make good in cash, any sum of sums which may have been, deducted from or raised by sale of his security deposit or any part thereof".

(ii) **Agreement Clause 43 stands amended as under: -**

"The JZDUSS LTD., shall have right to exercise proper quality control measures. The bidder shall provide all equipment and assistance to conduct such tests." Agreement Clause 43 A will remain as such.

(iii) Agreement Clause No. 45 & 45 A stands deleted.

(iv) **In Agreement Clause No. 37(d) the Defect Liability Period (DLP) for civil works costing more than Rs.10.00 lacs. Shall be Five years as per the latest order of GoR.**

(v) In Agreement Clause No. 37 (e) the word "PWD" shall be replaced with "the JZDUSS LTD".

(vi) All contracts with JZDUSS LTD., Jaipur shall require registration of workers under the Act. 1996 & extension of benefit to such workers under the Act. One percent cess, on this accont is deduction over work order value.

(vii) The bidders should quote the rates in the prescribed Schedule 'G'/Schedule 'H' only, unless otherwise the tender would be treated as cancelled.

(viii) The bidder will use minium 25% M. Sand as per GoR direction.

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

This deed of Guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ 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 thereof 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 there of 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 TENDER