



जयपुर डेयरी

E-Tender document

for

Supply of

ALUMINIUM FOIL

FOR

DAHI CUP 200 GM/400 GM

at

Jaipur Dairy

RATE CONTRACT

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि०

गान्धी नगर, रेल्वे स्टेशन के पास, जयपुर-302015

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

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

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

GST No. 08AAAAJ0767G1ZR

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

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**Disclaimer**

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

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

## RATE CONTRACT FOR SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM AT JAIPUR DAIRY.

### Critical Dates

S.No	Particulars	Date
1.	Date & time of uploading tender document by Jaipur Dairy.	22.04.2025 from 3:00 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	22.04.2025 from 3:00 PM
3.	Pre-Bid meeting at JZDUSS LTD. HQ, Jaipur	NA
4.	Last time and date upto which Bids can be submitted/ uploaded on e-procurement website	29.04.2025Till 01:00.PM
5.	Last date & time for submission of fees following in original and physical form:	29.04.2025 Till 03:00.PM
	Bid-security/EMD: Rs.1,80,000/- by DD / banker cheque / pay order (CTS only)/ BG in name of JZDUSSLtd., Jaipur	
	Tender document fee : Rs.500/- by DD / banker cheque / pay order (CTS only)in name of JZDUSSLtd., Jaipur	
	RISL Procesing fee : Rs. 1500/- by DD / banker cheque / pay order (CTS only)in name of MD, RISL., Jaipur	
6.	Time and date of opening of Technical Bid	30.04.2025 AT 01:00.PM
7.	Time and date of opening of Financial Bid	To be informed later

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

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**Near Gandhi Nagar Railway Station, Jaipur**  
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 E-Mail : [jaipurdairy@jaipurdairy.com](mailto:jaipurdairy@jaipurdairy.com) Website : <http://www.jaipurdairy.com>

**TENDER – FORM**

**Subject: RATE CONTRACT FOR SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM ON ANNUAL RATE CONTRACT BASIS AT JAIPUR DAIRY.**

- 1) Last Date & Time For Submission : 29.04.2025 Till 01:00.PM
- 2) Date & time for opening of the Tender  
 (Technical bid only) : 30.04.2025 .AT 01:00.PM  
 Estimated value of Contract : Rs. 90 Lacs
- 3) Earnest Money Deposit: Tender form must be accompanied with Earnest money deposit of Rs. 1,80,000/- (Rs.One Lac Eighty Thousand Only). The EMD should be in the form of DD/BG in favour of “Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited” without which the tender form will not be considered, upto Rs. 10,000/- can be deposited in cash.
- 4) Tender Fee (non-refundable) :Rs. 500/-(Rupees Five Hundred Only)  
 by Demand draft/cash only in  
 favour of JZDUSS LTD. Ltd., payable at Jaipur.
- 5) Tender Processing Fee(non-refundable) : Rs 1500/- (Rupees One Thousand Five Hundred Only)  
 Demand draft in favour of MD, RISL, payable at Jaipur.
- 6) 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 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.
- 7) 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.
- 8) For any queries regarding this tender contact- Sh. Rajesh Choudhary (+91-9887116395), Sh. Bheem Raj Sharma, (+91-9314095588)  
 E-Mail: [jaipurdairypurchase@gmail.com](mailto:jaipurdairypurchase@gmail.com)

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

## निविदा सूचना (समाचार पत्र में प्रकाशनार्थ)

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर  
गौधी नगर रेलवे स्टेशन के पास, जयपुर-302015

फोन: 0141-2713666-69 फैक्स : 0141-2711075 सरस हेल्पलाइन नं. : 0141-2709444-45

क्रमांक :-एफ (7) जजिदुससालि./ क्रय/ 2025-26/ 17-02-22 दिनांक :-18.04.2025  
19

निविदा / ई-निविदा-सूचना

जयपुर दुग्ध संघ में प्लास्टिक पैलेट्स, ई. टी. पी. कैमिकल्स, एल्युमिनियम फॉइल कॉर 100, 200/400 ग्राम, दही कप इत्यादि की आपूर्ति हेतु निविदा / ई-निविदायेँ (<https://eproc.rajasthan.gov.in>) पर आमंत्रित की जाती हैं। विस्तृत शर्तें/महत्वपूर्ण दिनांक इत्यादि संघ की वेबसाइट [www.jaipurdairy.com](http://www.jaipurdairy.com) एवं [sppp.rajasthan.gov.in](http://sppp.rajasthan.gov.in) पर भी देखी जा सकती हैं।

for प्रबंध संचालक

प्रतिलिपि-

1. प्रबन्धक/संचालक/न्यू प्लान्ट/गुण नियंत्रण /वेत्ता एवं लेखा /अभियांत्रिकी) दुग्ध संघ, जयपुर।
2. प्रबन्धक ( प्रचार ) दुग्ध संघ, जयपुर -को भेजकर निदेशित है कि उक्त सूचना को एवं राज्य स्तरीय समाचार पत्र एवं उपरोक्त वेबसाइट में प्रकाशित करावें।
3. नोटिस बोर्ड - 1 एवं 2
4. कार्यालय पत्रावली/मास्टर फाइल।

प्रभारी (क्रय)

# 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, 1<sup>st</sup> 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](mailto: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.

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**Annexure**  
**FORM No. 1**  
**[See rule 83]**

**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

## अनुभाग II:

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

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

क्रम संख्या	विवरण	रजि. सं.	वर्ष	पंजीकरण दिनांक	संलग्नक क्रमांक
1.	वस्तु एवं सेवा कर (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				

- 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 जिन्हे 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।
- निविदादाता को जी.एस.टी. में पंजीकृत व पेन नम्बर का प्रमाण पत्र प्रस्तुत करना होगा।
- 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 निविदा दाता पर आश्रित हैं वे निविदा में भाग नहीं ले सकते।

## अनुभाग III(A)

### Terms of Reference

- 1 **Scope of Work:** Jaipur Dairy, Jaipur invites tender in two cover system for selection of supplier for **RATE CONTRACT FOR SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM**, 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. **Delivery:** 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).
4. **Liquidity Damages:** (i) Goods: In case risk purchases are not effected for any reasons and approved supplier supplies the goods beyond the prescribed time i.e. after expiry of the scheduled time and if such delayed supplies are accepted by the Milk Unions such late receipt of goods shall be subject to late penalty at following rates :-
  - a. If the delay is less than one week beyond the scheduled period of supply then a penalty of 1% will be imposed.
  - b. If the delay is more than one week but less than two weeks, penalty @ 2% will be imposed.
  - c. If the delay is more than two weeks but less than three weeks, penalty @ 3% will be imposed.
  - d. If the delay is more than three weeks but less than four weeks, penalty @ 4% will be imposed.
  - e. However, in case of persistent delay in the supply of material by the tenderer, the rate contract may be cancelled and security will be forfeited by the JMU.
 (ii) For Services/ Works: Has been specified in the Special Terms & Conditions
5. The Jaipur Milk Unions reserves the right to reject the supplied goods or to accept the related supplies if it so desire by imposing deduction to a maximum of 5% in case of delays beyond one month as stipulated above. The JMU further reserves the right to extend the period of supply in case a request in time giving full justification for the causes or factors leading to delay are reported by the supplier before the expiry of the delivery period.
6. **Payment** will be made on Satisfactory Quality verification of the supplied material, within 30 days, of receipt of the Bills.  
 For Goods/Services:- 100% on satisfactory quality verification.  
 For Plant/Machinery/Equipments:- 90% after satisfactory Installation & commissioning. Balance 10% after warranty period of 12/24 month.
7. 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. 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 ।
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 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।

5. भाग “अ” के साथ सभी प्रकार के दस्तावेज इत्यादि संलग्न/अपलोड किये जाने आवश्यक है । **कोई भी आवश्यक दस्तावेज नहीं होने की स्थिति में निविदा अस्वीकृत कर दी जावेगी ।** भाग “ब” के लिफाफे में सिर्फ वित्तीय भाग ही होना चाहिए ।
6. सफल निविदादाता को (विशेष शर्तों के अनुसार, यदि आवश्यक हो तो) बैंक गारन्टी दिया जाना अनिवार्य हैं। जो कि अनुबन्ध समाप्ति की अवधि के छः माह पश्चात तक की होना अनिवार्य हैं ।
7. 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 बैंक 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 जावेंगे तथा आवश्यकता पर प्रतियाँ प्रस्तुत करनी होगी। (यदि आवश्यक हो तो) ।

(य) सभी वैधानिक आवश्यकताये मय आयकर/ टैक्स (यदि हो तो) व अन्य टैक्स नियमानुसार जमा करवाने की प्रक्रिया पूरी करनी होगी । अनुबंधकर्ता द्वारा टेक्स जमा कराने सम्बन्धी दस्तावेज की प्रतिलिपि (यदि आवश्यक हो तो) प्रस्तुत करनी होगी ।

9. निविदा 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 ।
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 है**
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 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 ।
14. निविदा पत्र के भाग **“ब”** में सम्बन्धित कार्य हेतु निविदादाता द्वारा प्रस्तुत दरो का उल्लेख अंको एवं शब्दों में स्पष्ट रूप से अंकित करना आवश्यक होगा । किसी प्रकार की 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 निविदा पत्र के समस्त पृष्ठों पर हस्ताक्षर करना आवश्यक होगा । ई-टेंडर होने की स्थिति में प्रत्येक पृष्ठ पर हस्ताक्षर कर अपलोड किया जाना होगा ।
18. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय में निहित रहेगा ।
19. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबंधकर्ता को इस कार्यालय में सूचित करना आवश्यक है । परन्तु यह परिवर्तन किसी भी पूर्व पार्टनर को अनुबंध के दायित्व से मुक्त नहीं करेंगी । परिवर्तन के पश्चात भी अनुबंधकर्ता फर्म अनुबंध की शर्तों से बंधी हुई रहेंगी ।
20. कार्य आदेश देने के 15 दिवस के अन्दर समस्त औपचारिकतायें पूर्ण कर कार्य प्रारम्भ करना होगा । जिसके अभाव में कार्य आदेश निरस्त कर अमानत राशि जब्त की जा सकेगी ।
21. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा ।
22. निर्धारित अवधि के बाद प्रस्तुत/अपलोड किये गये निविदा प्रपत्र पर विचार नहीं किया जावेगा ।
23. निविदायें सीलबन्द लिफाफे में प्रकाशित निविदा सूचना एवं ठेके की शर्तों के अनुसार निर्धारित समय में संलग्न प्रार्थना पत्र में अपना पूरा स्थायी पता व पत्र व्यवहार करने का पता टेलीफोन नम्बर अपना ई-मेल पता इत्यादि बिना किसी 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।

24. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं, जहां विशेष शर्तों के अनुसार अनुभव प्रमाण पत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है।
25. यदि कोई निविदादाता द्वारा कोई तथ्य छुपाया जाता है जोकि अनुबंध अवधि में सामने आता है तो अनुबंध निरस्त कर धरोहर राशि/सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान जब्त कर लिया जावेगा।
26. व्यवस्था में परिवर्तन होने पर एवं संघ हित में अनुबंध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा।
27. संघ हित 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 वर्णित समस्त 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 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।
30. निविदादाताओं द्वारा प्रेषित की गई दरें जयपुर दुग्ध संघ प्रशासन के पास विचार कर नियमानुसार स्वीकार करने के लिये निविदा खुलने की तिथि से तीन माह तक खुला रखना होगा।
31. अनुबंधकर्ता द्वारा सम्पादित कराये गये कार्य का विवरण के समय निर्धारित प्रपत्र में भुगतान हेतु बिल अनुभाग अधिकारी द्वारा प्रमाणीकरण करवाकर कार्यालय में कार्य पूरा होने अथवा प्रत्येक माह की समाप्ति पर माह की पांच तारीख तक प्रस्तुत किया जायेगा। अनुबंधकर्ता द्वारा प्रस्तुत बिल में से नियमानुसार कटौती की जावेगी।
32. अनुबंधकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विभाग अधिनियम, कांस्ट्रैक्ट 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।
33. 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।
34. अनुबंधकर्ता को अपने कर्मकारों का स्वास्थ्य परीक्षण प्रत्येक 06 माह में करवाना आवश्यक है एवं सम्बन्धित रिकार्ड संस्था में देना होगा।
35. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर / कर्मकार की तरह कार्य नहीं करेगा।
36. कार्य स्थल पर अनुबंधकर्ता अथवा उसका सुपरवाइजर कार्य के दौरान उपस्थित होना चाहिए।
37. 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।
38. प्रबन्ध निर्देशानुसार कार्य सम्पादित करवाने हेतु अनुबंधकर्ता को स्वयं या उसके द्वारा नियुक्त प्रतिनिधि/पर्यवेक्षक के माध्यम से सम्बन्धित अनुभाग अधिकारी से अनिवार्य रूप से प्रतिदिन प्रति पारी सम्पर्क स्थापित करना होगा एवं आपात स्थिति में सम्पर्क स्थापित करने हेतु अनुबंधकर्ता या उसके प्रतिनिधि की उपलब्धता के सम्बन्ध में भी प्रबन्ध को अवगत कराना होगा।
39. Appeals:- Appellate authority - Chairman, JZDUSS Ltd.  
Procedure for appeal is mention at Annexure "A"
40. सम्बन्धित अनुबंधकर्ता से अनुबंध अवधि में जो भी सूचना या दस्तावेज इस संघ द्वारा मांगे जावेंगे 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 अनुबन्धकर्ता पर शास्ती आरोपित कर सकेगा तथा अनुबन्ध भी निरस्त किया जा सकेगा ।

41. अनुबन्ध अवधि के दौरान कार्य अंसतोषजनक होने पर प्रशासन द्वारा अनुबन्ध निरस्त किया जा सकता है । इस स्थिति में अनुबन्धकर्ता की सुरक्षा राशि/ बैंक गारंटी एवं अन्य देय भुगतान भी जब्त किये जावेंगे ।
42. अनुबन्ध अवधि के दौरान अनुबन्धित अनुबन्धकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती हैं तो अनुबन्धकर्ता को बकाया नहीं प्रमाण पत्र एवं धरोहर राशि व अन्य कोई राशि वांछित सूचना उपलब्ध करवाने तक नहीं दी जावेगी । अनुबन्ध अवधि समाप्त हो जाने के पश्चात किसी भी अधिकार के अन्तर्गत यदि कोई सूचना वांछित होती है तो वह सूचना अनुबन्धकर्ता द्वारा उपलब्ध करवाया जाना आवश्यक होगा ।
43. निविदा प्रपत्र की सभी शर्तें अनुबन्ध का हिस्सा होंगी ।
44. यदि राज्य/केन्द्र सरकार द्वारा सर्विस टैक्स व अन्य कोई नया कर निविदा के पश्चात निर्धारित किया जाता है तो उसका भुगतान देय दरों के अतिरिक्त होगा ।

उपरोक्त समस्त शर्तें पढ ली हैं व मान्य हैं ।

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

**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](mailto:jaipurdairy@jaipurdairy.com)  
Website : <http://www.jaipurdairy.com>

**SPECIFICATION OF ALUMINIUM FOIL FOR 200 GM DAHI CUP:-**

The aluminum foil should be made of food grade non toxic material. It should affix on our HIPS cups. The top dimension of foil should be 80 mm (Al. foil sample from dairy may be taken). With detachable corner as per our sample.

**Specification :**

Size : 80.5 mm dia.

Thickness : 30 micron aluminum metalized, 6-8 GSM non Toxic P.S coated.

(Material should be Food grade and approved under FSSA-2011, bearing food grade certificate)

GSM :  $85 \pm 5\%$

The foil should be printed in single colour as per our design. (Bottom half may be kept blank for Coding Batch no. & Date of Manufacturing.)

The tender form should accompanied with twenty nos. of aluminum foils. These will be tried on our DAHI cups. If the foils fail to seal the cup properly then the tender will be rejected.

**SPECIFICATION OF Aluminium Foil for Dahi Cups 400gm**

The aluminium foil should be of food grade material. It should affix on our HIPS cups.

The top dimensions of foil should be 95 mm for 400 gm cup with detachable corners as per our sample. The foil should be printed in single colour as per our Design.

## **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 to **RATE CONTRACT FOR SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM**, 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.raajasthan.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.

**A - Bidder's Organization**

1. Name & full address of the firm  
Submitting the tender ( In block letters) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone no. \_\_\_\_\_ Mobile no. \_\_\_\_\_  
Fax No. \_\_\_\_\_ Email address \_\_\_\_\_
2. Addressed to :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...../...../202..  
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

## 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 **OF OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM** 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 **RATE CONTRACT FOR SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM**. 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:

## 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 SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM** 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)

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

**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 हैं ।
7. मैं/हम संघ के समान/प्रतिस्पर्धी कार्य/व्यापार में लिप्त नहीं हैं ।
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 ।

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

**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 रशि 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

# Contract Agreement

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

## RATE CONTRACT FOR FOR SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM

**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 **RATE CONTRACT FOR SUPPLY OF ALUMINIUM FOIL FOR DAHI CUP 200 GM/400 GM** 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

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

(ii) For Services/ Works: Has been specified in the Special Terms & Conditions

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

6. 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.

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

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 : \_\_\_\_\_

**(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 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 on 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 of 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