

शेरस
जयपुर डेयरी

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LIMITED
JAIPUR

E-TENDER FOR RATE CONTRACT FOR TRANSPORTATION OF UHT
MAP MILK IN LEH LADAKH REGION, ASC LOMA

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., JAIPUR
(Near Gandhi Nagar Railway Station, Jaipur - 302015)
Tel: 0141-2713666-69 (PABX), website: jaipurdairy.com
e-mail ID: -tpmjaipur@gmail.com

SIGNATURE OF THE TENDERER WITH OFFICE SEAL & DATE

**E-TENDER FOR RATE CONTRACT FOR
TRANSPORTATION OF UHT MAP MILK IN LEH
LADAKH REGION, ASC LOMA**

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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>

TENDER TITLE

Critical Dates

SUBJECT: E-TENDER FOR RATE CONTRACT FOR TRANSPORTATION OF UHT MAP MILK IN LEH LADAKH REGION, ASC LOMA

1	Date & Time of uploading Tender Form by Jaipur Milk Union	07.03.2026
2	Date & Time of Start of uploading Tender Form by Tenderer	07.03.2026
3	Prebid Meeting at Jaipur Dairy	12.03.2026 AT 11:00 AM
4	Last Date & Time of uploading of Tender Form by Tenderer	16.03.2026 up to 01:00 PM
5	Last Date and Time of submission: -	
i	Bid Security (Rs.1,00,000/-) by Demand Draft or BG.	16.03.2026 up to 03:00 PM
ii	Tender Form Fee Rs. 500/-	
iii	E-Tender Processing Fee Rs. 500/-	
6	Date and Time of opening of Technical Bid of Transporters	17.03.2026 at 1:00 PM
7	Date & Time of opening of Financial Bid of Qualified Transporters.	To be informed later

TENDER FORM FEE: Rs.500/- by DD/Bankers Cheque/Pay order (CST Only) in favour of JZDUSS Ltd., Jaipur.

Bid Security: Rs. 1,00,000/- (Rs. One Lakhs Only) by DD/BG (CST Only) in favour of JZDUSS LTD., Jaipur .

Tender Processing Fee : Rs. 500/- (Rs. Five Hundred Only) by DD/ /Pay Order (CST Only) in favour of **MD, RISL**, Jaipur.

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

Landline Phone no. _____ Mobile no: - _____

Fax No. _____ E-Mail Id of Tenderer: - _____

2. Name & Address of Power of Attorney holder:- _____

Mobile No of Power of Attorney holder:- _____

E-Mail Id of Power of Attorney holder: - _____

Technical Bid

3. Addressed to The Managing Director,
JZDUSS Ltd Near Gandhi Nagar Railway, Station
JAIPUR-302015

4. Income tax PAN no. : _____

5. GST No. : _____

6. TAN no. (If applicable) : _____

7. RTGS/NEFT Details:-

a) Beneficiary Bank Name & Address: - _____

b) Beneficiary Bank IFSC code : - _____

c) Party Name & Address : - _____

d) Party Bank A/C No. :- _____

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

9. An attested photocopy of power of attorney issued by owner/All partners/Directors in favour of nominated person with ID proof and address to sign and execute the tender/contract.

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

11. Details of fee deposited offline in physical form in the office of Incharge (APS)

	Amount	DD No.	Date
i) Tender Form Fee	Rs 500/-	_____	_____
ii) BID Security Declaration	Rs 1,00,000/-	_____	_____
iii) Tender Processing Fee	Rs. 500/-	_____	_____

12. The digitally signed & scanned copies of following documents are to be uploaded for Eligibility:-

- Duly filled tender form with signature on each copy.
- Copy of PAN Card.
- Copy of GST registration.
- Documents of Power of Attorney holder
- Copies of DD/Bankers Cheque/Pay Orders .
- Copy of Food safety license as per FSSAI-2006.
- Party Account detail for RTGS/NEFT.
- Balance sheet for last three years
- Experience Certificate for last three years
- IT return for last three years
- Average turn over Rs 1.5 Crores per year for last three years continuously.

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

Subject: E-TENDER FOR RATE CONTRACT FOR TRANSPORTATION OF UHT MAP MILK IN LEH LADAKH REGION, ASC LOMA

- | | |
|---|--|
| Last Date & Time For Submission : | 16.03.2026 till 01:00 PM |
| 1) Date & time for opening of the Tender | |
| (Technical bid only) : | 17.03.2026 at 01:00 PM |
| 2) Estimated value of Contract : | Rs. 50 Lacs |
| 3) Bid Security Deposit: | Tender form must be accompanied with Earnest money deposit of Rs 1,00,000/- (Rs. One Lacs only) . The Bid Security should be in the form of DD/BG in favour of “ Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited ” without which the tender form will not be considered. |
| 4) Tender Fee (non-refundable) : | Rs500/- (Rupees Five hundred only) by Demand draft /cash only in favour of JZDUSS Ltd., payable at .
Jaipur. |
| 5) Tender Processing Fee(non-refundable) : | Rs 500/- (Rupees 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 . 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. | |

JAIPUR ZILA DUGDH UTPADAK SAHAKARI SANGH LTD., JAIPUR
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Tel: 0141-2713666-69 (PABX), website: jaipurdairy.com
E-mail ID : tpmjaipur@gmail.com

No:-JZDUSSL/ARMY/APS/2025-26/ 34956-58

27/02/2026

E-TENDER NOTICE

जयपुर जिला दुग्ध उत्पादक सहकारी संघ लि., जयपुर द्वारा इच्छुक पार्टियों द्वारा जयपुर डेयरी से लेह लददाख क्षेत्र, में सेना के डिपो ए.एस.सी. लोमा में UHT MAP MILK के परिवहन के लिए वेबसाइट <http://eproc.rajasthan.gov.in> पर ई निविदा आमन्त्रित की जाती है। निविदा का विवरण www.jaipurdairy.com & sppp.raj.gov.in पर भी देखा जा सकता है।


Managing Director

Copy To:-

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


Managing Director

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>. 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
2. 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.
3. Before electronically submitting the tenders, it should be ensured that all the tender papers including conditions of contract are digitally signed by the tenderer.
4. The scan copy of tender form, rates & other relevant documents duly signed by Tenderer should be submitted online only.
5. If required by the Tenderer, training may be given by DOIT, Yojana Bhawan, Bidder Contact: E-Procurement Cell, 1st Floor, Yojana Bhawan Tilak Marg, C-Scheme, Jaipur. Help Desk MOBILE:+91-7878007972, +91-7878007973, or 180030702232 “Toll free, 24X7” E-mail- eproc@rajasthan.gov.in
6. Tender Form & handwritten rates would not be accepted in Tender Box,
7. Please read carefully the steps of submitting Tender online.
8. Bidders are also advised to refer “Bidders manual” available under “Downloads” section for further details about the e-tendering process.

Section I
Instruction to Bidders and Bid Data
(ITB/ ITSP)

Important Instruction:- The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Transparency in Public Procurement Rules, 2013” [hereinafter called the 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

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.

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

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

Appeal Noof

Before the (Appellate Authority)

1. Particulars of appellant:

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

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

- 1.
- 2.
- 3.

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

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

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

6. Grounds of appeal:

.....

 (Supported by an affidavit)

7. Prayer:

.....

Place

Date

Appellant's Signature

**Section II:
Evaluation and Qualification Criteria**

- The Bidder must not have been debarred by the State Government or Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited or blacklisted by any other procuring entity.
- Submit acceptance of tender document and specifications in the enclosed format.
- The Bidder must have PAN number and GST number.
- Submit acceptance of tender document and specifications in the enclosed format. **(Form Tech-1)**
- Submit details of Organization Profile . **(Form Tech-2)**
- Bank Guarantee Form for Registration /Bid Security, **if applicable (Form Tech-3)**
- Declaration by the Applicant in compliance of the Section 7 & 11 of the RTTP Act. **.(Form Tech-4)**
- Power of Attorney **.(Form Tech-5)**
- Undertaking as per **(Form Tech-6)**
 - Duly filled tender form with signature and stamp on each copy.
 - Copy of PAN Card.
 - Copy of GST registration.
 - Documents of Power of Attorney holder
 - Copies of DD/Bankers Cheque/Pay Orders .
 - Copy of Food safety license as per FSSAI-2006.
 - Party Account detail for RTGS/NEFT.
 - Balance sheet for last three years
 - Experience Certificate for last three years
 - Annual average turnover minimum 1.5 Crores for last three years Continuously.

अनुभाग II:

निविदादाताओं की आर्हता, पात्रता एवं मूल्यांकन की शर्तें

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

क्रम संख्या	विवरण	रजि. सं.	वर्ष	पंजीकरण दिनांक	सलंगनक क्रमांक
1.	राजस्थान अनुबंधित श्रमिक (नियमन एवं उन्मूलन) अधिनियम, 1970 (यदि लागू हो)				
2.	कर्मचारी भविष्य निधि अधिनियम, 1952				
3.	कर्मचारी राज्य बीमा अधिनियम, 1948				
4.	वस्तु एवं सेवा कर ; (GST)				
5.	आय कर (पैन नंबर)				
6.	राजस्थान दुकान एवं वाणिज्यिक संस्थान अधिनियम 1958 / बी.आर.एन/उद्यम /उद्योग आधार 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, बोली सुरक्षा 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 / ब्लेक लिस्टेड किया गया है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जिनका संघ के किसी भी अधिकारी/कर्मचारी/संचालक मण्डल के सदस्य से/दुग्ध समितियों के पदाधिकारी वित्तीय सम्बन्ध है वे इस निविदा में भाग 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 दिवालिया /नाबालिक/अस्वस्थ मस्तिष्क के है वे इस निविदा में भाग नहीं ले सकते।
- निविदादाता जो संघ के समान/प्रतिस्पर्धी कार्य/व्यापार मे 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।
- City supply distributor/ Rural supply Distributor / Fresh product Distributor / tanker transporter/piece rate contractors/labour contractor etc are not eligible to participate.
- 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 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 रहेगा।
- 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 के पास फूड सेफ्टी लाईसेन्स होना आवश्यक है।
- निविदादाता को प्रपत्र में वांछित सभी फार्म भरकर हस्ताक्षर मय सील अंकित कर प्रस्तुत करना होगा।
- लेबर सम्बन्धी निविदादाता के पास नियमानुसार श्रम विभाग का लेबर लाईसेन्स, पी.एफ. एवं ई.एस.आई. में पंजीकरण होना आवश्यक है।

- 20** निविदादाता को निविदा प्रपत्र व संलग्न दस्तावेजों के प्रत्येक पृष्ठ पर हस्ताक्षर एवं सील अंकित करनी होगी।
- 21** एम.एस.एम.ई. निविदादाता को किसी भी प्रकार की टेण्डर फार्म राशि बोली सुरक्षा राशि /सिक्योरिटी राशि में छूट नहीं दी जावेगी।
- 22** 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 **TENDER TITLE E-TENDER FOR RATE CONTRACT FOR TRANSPORTATION OF UHT MAP MILK IN LEH LADAKH REGION, ASC LOMA** 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 specified time as per daily running kilometers in different terrain. 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. 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.
5. All legal proceedings, if necessity arises, to be instituted by any of the parties shall have to be lodged in courts situated at Jaipur and not elsewhere.

अनुभाग III(B)

निविदा की सामान्य शर्तें

1. निविदा प्रपत्र 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 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 (बोली सुरक्षा राशि), 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. अनुबंध 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 सिक्यूरिटी के रूप में वांछित राशि जमा करानी होगी जिस पर कोई ब्याज देय नहीं होगा । सुरक्षित राशि अनुबन्धित कार्यावधि सफलतापूर्वक समाप्ति के 6 माह पश्चात निम्न शर्तें पूरी हो जाने के उपरान्त चैक से लौटाई जा सकेगी :-

(अ) निविदादाता को अनुबन्ध समाप्ति उपरान्त एक इण्डेमनिटी बाण्ड सौ रूपये के नॉन ज्यूडिशियल स्टाम्प पेपर पर हस्ताक्षर करने पर ।

(ब) सभी सम्बन्धित अनुभागों से बकाया नहीं प्रमाण पत्र प्रस्तुत करने पर ।

(स) श्रमिक अधिनियमों के अन्तर्गत भविष्य निधि, राज्य कर्मचारी बीमा नियम में जमा का प्रमाण पत्र प्रस्तुत करने पर (यदि आवश्यक हो तो) ।

(द) कान्ट्रैक्ट 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 प्रतियों 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. 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 ओवरराईटिंग पर सूक्ष्म हस्ताक्षर करना होगा । किसी संशय की स्थिति में शब्दों में लिखी राशि को ही मान्य किया जावेगा। **ई-टेंडर होने की स्थिति में दरें निर्धारित प्रपत्र में ही भरी जानी है।** सफल निविदादाता को जयपुर दुग्ध संघ का नोमिनल सदस्य बनना आवश्यक है।
15. किसी प्रकार की शर्त जोड़ने एवं हटाने का अधिकार निविदादाता को नहीं होगा।
16. 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 ।
17. किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार या अस्वीकार करने का अधिकार प्रबन्ध संचालक महोदय में निहित रहेगा ।
18. फर्म के प्रकार में किसी भी तरह का परिवर्तन होने पर अनुबंधकर्ता को इस कार्यालय में सूचित करना आवश्यक है । परन्तु यह परिवर्तन किसी भी पूर्व पार्टनर को अनुबंध के दायित्व से मुक्त नहीं करेंगीं । परिवर्तन के पश्चात भी अनुबंधकर्ता फर्म अनुबंध की शर्तों से बंधी हुई रहेंगी ।
19. 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 ।
20. किसी भी विवाद की स्थिति में न्यायाधिकरण क्षेत्र जयपुर मान्य होगा ।
21. निर्धारित अवधि के बाद प्रस्तुत/अपलोड किये गये निविदा प्रपत्र पर विचार नहीं किया जावेगा ।
22. 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 पढ लिया है व समझ लिया है अपने हस्ताक्षर कर जमा कराना होगा । निविदादाता /अनुबंधकर्ता को कोई भी सूचना

उसके ई-मेल के पते पर प्रेषित की जा सकती है । ई-मेल पर भेजी गई सूचना निविदादाता / अनुबंधकर्ता को उसी दिन प्राप्त हुई मानी जावेगी ।

23. डेयरी प्रशासन द्वारा निविदादाता के कार्यालय एवं अन्य संस्थाओं , जंहा विशेष शर्तों के अनुसार अनुभव प्रमाण पत्र निविदादाता द्वारा दिया गया है, का अवलोकन किया जा सकता है ।
24. यदि कोई निविदादाता द्वारा कोई तथ्य छुपाया जाता है जोकि अनुबन्ध अवधि में सामने आता है तो अनुबंध निरस्त कर धरोहर राशि/सुरक्षा राशि/बैंक गारंटी एवं अन्य देय भुगतान जब्त कर लिया जावेगा ।
25. व्यवस्था में परिवर्तन होने पर एवं संघ हित में अनुबंध अवधि से पूर्व समाप्त करने का अधिकार संघ के पास होगा ।
26. संघ हित में विशेष परिस्थिति उत्पन्न होने पर अनुबंध की शर्तों में कोई शर्त जोड़ी या घटाई जा सकती हैं ।
27. अनुबंध की अवधि अनुबंधित कार्य प्रारम्भ करने के दिन, जिसकी गणना अनुबन्ध में वर्णित समस्त शर्तों को नॉन ज्यूडिशियल स्टाम्प पेपर पर अनुबन्ध हस्ताक्षरित किये जाने के उपरान्त कार्य आवंटन दिनांक से की जावेगी। नॉन ज्यूडिशियल स्टाम्प पेपर की कीमत राज्य सरकार द्वारा जारी परिपत्र के प्रावधान के अनुसार होगी ।
28. 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 ।
29. 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 ।
30. 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 ।
31. अनुबंधकर्ता को उस पर लागू समस्त अधिनियमों कानूनों जैसे कारखाना अधिनियम, मजदूरी भुगतान अधिनियम, औद्योगिक विभाग अधिनियम, कांटेक्ट 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 ।
32. अनुबंधकर्ता को अपने प्रत्येक कर्मकार के लिये रू0 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 ।
33. अनुबंधकर्ता को अपने कर्मकारों का स्वास्थ्य परीक्षण प्रत्येक 06 माह में करवाना आवश्यक है एवं सम्बन्धित रिकार्ड संस्था में देना होगा ।
34. अनुबंधकर्ता अथवा उसका प्रतिनिधि अपने या संघ में किसी अन्य अनुबंध के अधीन सुपरवाइजर / कर्मकार की तरह कार्य नहीं करेगा ।
35. कार्य स्थल 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 अनुबन्ध 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 नही 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 ।

40. अनुबंध अवधि के दौरान कार्य अंसतोषजनक होने पर प्रशासन द्वारा अनुबंध निरस्त किया जा सकता है । इस स्थिति में अनुबंधकर्ता की सुरक्षा राशि/ बैंक गारंटी एवं अन्य देय भुगतान भी जब्त किये जावेंगे ।
41. अनुबंध अवधि के दौरान अनुबन्धित अनुबंधकर्ता द्वारा यदि वांछित सूचना उपलब्ध नहीं करवाई जाती हैं तो अनुबन्धकर्ता को बकाया नहीं प्रमाण पत्र एवं धरोहर राशि व अन्य कोई राशि वांछित सूचना उपलब्ध करवाने तक नहीं दी जावेगी । अनुबंध अवधि समाप्त हो जाने के पश्चात किसी भी अधिकार के अन्तर्गत यदि कोई सूचना वांछित होती है तो वह सूचना अनुबन्धकर्ता द्वारा उपलब्ध करवाया जाना आवश्यक होगा ।
42. निविदा प्रपत्र की सभी 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 11 एवं 12 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 घटना पूर्व में भी जयपुर डेयरी 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 हठधर्मिता प्रदर्शित करेगा।
- iv) यह है कि निविदा में ज्यादा से ज्यादा निविदादाता भाग लेने चाहिए जिससे प्रतिस्पर्धात्मक रूप से दरें प्राप्त हो सकती हैं। ऐसे में दुग्ध संघ में कार्यरत वर्तमान ठेकेदारों के अतिरिक्त बाहर से ज्यादा से ज्यादा फर्मों को भाग लेने हेतु प्रोत्साहन मिलेगा।

45. ठेकेदार को किसी भी परिस्थिति में संघ द्वारा स्वीकृत अनुबंध को किसी भी अन्य व्यक्ति को स्थानान्तरण का अधिकार नहीं होगा यदि अनुबंध के बिच में अनुबंधकर्ता / निविदादाता की मृत्यु हो जाने की स्थिति में शेष रही अवधि के लिए लीगल उत्तराधिकारी/ अधिकृत उत्तराधिकारी /वारिश का नाम अनुबंध का स्थानान्तरण किया जा सकेगा। इस कार्यवाही हेतु उत्तराधिकारी को अनुबंध की सभी शर्तों एवं दायित्वों की पालना की जिम्मेदारी लेने का 5000/- रुपये के स्टाम्प पेपर पर शपथ पत्र नोटेरी से प्रमाणित करवा कर संघ में देना होगा तभी शेष रहा अनुबंध आगे की अवधि के लिए जारी रखा जावेगा निविदादाता को दर स्वीकृति पत्र जारी होने के उपरान्त अनुबंध पत्र के साथ रुपये 1000/- रुपये के स्टाम्प पेपर पर अपने उत्तराधिकारी/नोमिनी का नाम घोषित करते हुए नोटेरी से प्रमाणित करवा कर देना होगा।

46. निविदा प्रपत्र के भाग (ब) वित्तीय भाग जिसमें दर भरी जानी है में सम्बंधित गंतव्य स्थान के सम्मुख ही दरे अंकित की जाये इसके अतिरिक्त अन्य किसी गंतव्य स्थान में जीरो (0) अथवा अन्य दर भरे जाने पर पर वह दर भी भरी हुई मानी जावेगी जिसकी पूर्ण जिम्मेदारी निविदादाता फर्म की होगी।

उपरोक्त समस्त शर्तें पढ ली हैं व मान्य हैं ।

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>

निविदा से सम्बंधित विशेष शर्ते

General Part

PREFACE

The Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur hence forth termed as **JZDUSSL**, invites the online competitive bids from financially sound transporters for “**RATE CONTRACT FOR TRANSPORTATION OF UHT MAP MILK IN LEH LADAKH REGION, ASC LOMA**”

GENERAL TERMS & CONDITIONS OF TENDER AND CONTRACT:

1.0 JOB REQUIREMENT

The rates vide this tender are being invited for the following job:

The Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. (hereinafter called Jaipur Dairy) is to consign its milk product like UHT MAP Milk, being manufactured at plant located at Jaipur to expected Army places in Leh Ladakh Region, ASC LOMA. It shall therefore, be the job of the Tenderer (hereinafter called Transporter) to effect road transportation of such goods as assigned by the Jaipur Dairy by his vehicle as indicated in the schedule to tender.

2.0 SUBMISSION OF TENDER:

- 2.1 Tender must be uploaded for “**RATE CONTRACT FOR TRANSPORTATION OF UHT MAP MILK IN LEH LADAKH REGION, ASC LOMA**” . According to the directions given in the tender notice / tender document.
- 2.2 The rate unit must not be altered under any circumstances and the rate must be entered in figures only. The rate per unit/Location should be quoted for the contract period 01.04.2026 to 15.11.2026 extendable for another three months without the consent of bidders.
- 2.3 The JZDUSSL reserves the right to terminate the agreement by giving 30 days’ notice without assigning any reasons thereof.
- 2.4 The counter terms & conditions will not be accepted and as such no additions / deletions or alternation in the tender form should be done. In such case tender document may be liable to reject.
- 2.5 The tenderer shall, invariably, furnish complete address of the premises of his office, godown and workshop together with full name and complete address, telephone no., FAX

no., Mobile no. & e-mail ID of the persons that is to be contacted for the purpose. All correspondence sent on the given address (Postal/E-Mail/Fax) shall be deemed to be properly served. In case of change of contact person, Transporter will have to inform this office immediately.

- 2.6 The tenderer should digitally sign the tender form at each page at the end in token of the acceptance of all the terms & conditions of the tender.
- 2.7 The JZDUSSL reserve the right to accept any tender, not necessarily the lowest tender and reject any tender in whole or part without assigning any reason thereof. Order can be placed for whole or part of the job to the tenderer at the absolute discretion of the JZDUSSL.
- 2.8 Any discrepancy in filling the tender / incomplete tender form shall make the tender liable to be rejected.

3.0 Bid Security MONEY DEPOSIT:

- 3.1 Tender form must be accompanied with an Bid Security Money of Rs. 1,00,000/- (Rs. Eleven Lakhs only) is to be deposited as mentioned above without which tender will not be considered. The Bid Security should be deposited by Bank Guarantee/Bank Draft/Bankers Cheque/Pay order only in favor of Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd., Jaipur payable at Jaipur.
- 3.2 No interest shall be payable on the Bid Security / SD.
- 3.3 The Bid Security will be refunded to the unsuccessful Bidder except L1 within One month of the final acceptance of the tender. For successful Bidder The Bid Security submitted in form of Bank Draft/Bankers Cheque/Pay order of the will be adjusted in the security deposit and Bid Security submitted in form of Bank Guarantee will not be adjusted in the security deposit and will be returned after completion of Tender Agreement process.
- 3.4 Request for adjustment of any other amount lying with JZDUSSL will not be considered.
- 3.5 The Bid Security will be forfeited, if the contractor modifies / withdraws the offer during the validity period from the date of final bid. In case successful Bidder fails to execute the agreement in given time, the Bid Security and SD deposit will be forfeited
- 3.6 Bid Security submitted in form of Bank Guarantee (B.G) should have validity of minimum 120 days and will be returned after successful completion of Tender process on submission of application on Bidders Letter Head. Bid Security Submitted In form of DD/ Bank Draft/Bankers Cheque/Pay order will be adjusted in the security deposit.

4.0 SECURITY DEPOSIT:

- 4.1 Security Deposit will be Minimum Rs. 250000 (Rs. Two Lack fifty Thousand only). The Bid Security of Rs. 1 Lacs deposited by successful Bidder with the tender form will be adjusted against in Security deposit.
- 4.2 Total Security Deposit will have to be deposit within Fifteen days of issue of rate approval letter/Letter of Intent /work order. No interest shall be payable on security deposit.
- 4.3 In case successful tenderer fails to execute the agreement in given time in rate approval letter/Letter of Intent /work order, the Bid Security /Security money will be forfeited. The deposited security money will be refunded after the expiry of the contract to the contractor after only on submission of “**NO DUES CERTIFICATE FROM THE COMPETENT AUTHORITY**”. The security deposit shall be refunded after making all sort of deductions due from the Transporter pertaining to transit delays, spoilage of goods, short supply and such other losses, thus sustained.
- 4.4 The tenderer has to deposit Indemnity Bond to Jaipur Dairy after the completion of the agreement in the desired format to get refund of Security deposit & release of Bank Guarantee.

5.0 AGREEMENT:

- 5.1 The successful tenderer will have to execute an agreement with Incharge (APS) JZDUSS Ltd. in the prescribed form on a non-judicial stamp paper duly notified under mention value as per State Government circular No. 28600-30 dated 27.12.2011 with in Fifteen days from the date of issue of rate approved letter / Letter of Intent :-

Where the amount or the value set-forth in such Contract does not exceed Rs. 10 Lacs	- Five Hundred Rupees
Where it exceeds Rs 10 Lacs but does not Exceed Rs. 50 Lacs.	- One Thousand Rupees
Where it exceeds Rs.50 Lacs	- Five Thousand Rupees

- 5.2 The expenses of the agreement shall be borne by Transporter.
- 5.3 The period of agreement shall be till **15.11.2026** which can further be extended for another period of **three months** subject to satisfactory services provided by the contractor throughout the contracted period.
- 5.4 During the period of agreement, if necessary, any condition can be modified / incorporated with an objective to provide better service to the JZDUSSL by mutual consent.
- 5.5 The JZDUSSL reserve the right to terminate the agreement by giving 30 days notice without assigning any reason thereof.

6.0 BANK GUARANTEE:

- 6.1** The contractor shall have to submit the Bank Guarantee of Rs 4,00,000/- (Rs Four Lakhs only) per destination awarded with the maximum Bank Guarantee of Rs 20,00,000 (Rs. Twenty Lacks Only) from any nationalized Bank / Schedule Bank within Fifteen days of issue of rate approved letter / Letter of Intent, before starting of work so as to

cover any loss to JZDUSSL due to the failure on the part of contractor or breach of contract left after forfeiture of security deposit and any payable amount of the contractor lying with JZDUSSL. In case party feels that Bank Guarantee cannot be deposited within stipulated time then party can deposit cash security in form of DD equivalent to Bank Guarantee. Cash Security/DD will be returned after receipt of Bank Guarantee. The agreement will be done after receipt of Security deposit and Bank Guarantee. The transportation payment will be released after signing of agreement with JZDUSSL, Jaipur. **The validity of the bank guarantee shall be till six months after expiry of the contracted period.**

- 6.2** If above formalities are not completed within stipulated time, the Bid Security /SD will be forfeited and RAL / LOI shall be treated as cancelled.

7.0. TRANSIT DELAY:

7.1 The approved transporter shall ensure availability of vehicle/Truck at Jaipur Dairy premises (Jaipur Milk Union- APS) within two calendar day's inclusive intimation day. The requisition of vehicle shall be intimated through Telephone/Email/Letter/Whats-up or Fax. **After the over of placement period of Two calendar days, Jaipur Milk Union is free to place truck on risk and cost of the Transporter from open market** or from the Truck Union etc and as such the consequential losses to the Jaipur Dairy if any shall be liable for recovery from Transporter. Trucks shall be placed at their risk and cost without the intimation if the placement period is over. They shall not be informed and automatically shall have to consider about the placement of trucks if trucks are placed at their risk and cost on their failure. **If four consecutive incidences of Risk and Cost are happening for a transporter then apart from risk and cost amount a penalty of INR 100,000 can be imposed on transporter as well subjected to approval of Managing Director, JZDUSSL.**

7.2 The responsibility of the transporter is to ensure the minimum 250 Kms per day running upto Chandhigarh/Pathankot, 150 km per day running in hill area of J&K , Himachal and Ladakh region per day. Truck should reach to the destination within the specified time in accordance to the per day running. The distance of the destination shall be final by Jaipur Dairy. In case of accidental claim, Natural calamities and Bandh, convoy, relaxation shall be considered after production of authenticated documents pertaining to the above conditions. In case, delay for reaching milk at supply depot as per norms, Rs. 2000/- per day penalty may be imposed. Managing director Jaipur Dairy reserves the rights to review the penalty.

7.3 The goods delivery can be at supply depot or within the radius of 30 km from supply depot. If the delivery point is exceeding to 30 km radius from the destination, Jaipur Dairy shall pay extra transportation charges after 30 km at per km rate (Total Approved Rate in tender of Vehicle of respective category for the same station divided by one side Distance showing in e way bill) of the respective category of vehicle as per tender rates of the same station. Transporter can not refuse such delivery if refuse than it may be treated as breach of contract.

7.4 Due to transit delay if any risk purchase would be made by Army depots against UHT MAP Milk supply, then payment of risk purchase amount towards UHT MAP Milk will be recovered from transporter.

7.5 In case, goods are delivered late at depot and Army refuses to take the consignment, its transporters responsibility to take back the consignment back to Jaipur Dairy at his risk and cost. No transportation charges shall be paid for such incidents. Apart from it, any losses incurred for reprocessing and packing including labour component shall be charged from transporter.

8.0 BREACH OF THE CONTRACT:

8.1 Notwithstanding anything herein contained, the Transporters shall not be responsible for breach of non-performance of the terms of this contract/agreement, if such breach of non-performance is occasioned by an act of GOD, strike, riot, civil commotion, or any other natural calamity.

8.2 The Jaipur Dairy shall be entitled to terminate this contract forthwith without assigning any reason if the Transporters go into liquidation whether voluntary or compulsory.

8.3 The Transporter will be liable to termination of the contract at the discretion of Managing Director, JZDUSS Ltd., at any time for breach in the terms of the contract by them. In such cases, the Transporters shall be liable to make good all the damages/Losses suffered by the Jaipur Dairy/ milk producers' cooperative Union as consequences of the breach of contract.

8.4 Recoveries of all types of losses/ penalties etc. shall be made from pending bills of transportation, Security Deposit, Bank guarantee and all other claims lying with milk union.

9.0 DAMAGES:

9.1 The Transporters shall make good all damages which may be caused to any property of Jaipur Dairy and its plants, District Milk Producers Cooperative Union or his agents or servants in connection with the handling and transportation of any of the goods provided further that the Jaipur Dairy/District Milk Producers Cooperative Union/Plant at their opinion may make good such damage and charge the Transporters with expensed thereof. In case any of the staff of Transporter is found indulged in theft of the property of Milk Union, penalty of 25 times of the value of the property shall be imposed on Transporter himself.

9.2 It shall be the responsibility of the Transporter to deliver the goods at the destination in good condition and all transit losses i.e. shortage, leakage, Bulged & damages, if any, due to any reasons would be at the absolute cost and risk of the transporter. It is also clear that if any damages occurred due to Transshipment will be recoverable from bill of transporter. Transportation charges of any shortages in the qty (Excluding damages) which is received by respective depot, per liter cost of transportation shall be deducted from the bill of transporters.

10.0 INSURANCE:

The transported goods shall be insured by Jaipur Dairy for road accident and transit damage by an open marine policy. The Transporter/transporter will be responsible to lodge FIR in case of accident with nearest police station and immediately intimate to Jaipur Milk Union

for getting the survey of damaged goods/losses due to accident on the spot of accident or at the depot, in case of transit loss, by authorized surveyor of insurance company. All the formalities regarding lodging of claim to insurance company shall be done by Jaipur Milk Union. All relevant papers required by insurance company to settle the claim shall be submitted by Transporter to Jaipur dairy and the same shall be sent by Jaipur Dairy to insurance company at their Jaipur office for processing the claim. The losses amount shall be withheld from transporter bill till the claim is received from insurance company. If the insurance claim is not received full or in part the liability to directly make goods the loss/losses to the Jaipur Dairy on Transporters account. Kindly note that any transit claim shall not be entertained if the transportation is not made as per agreement and terms and condition of Jaipur Dairy viz stack height and other safety measures.

11.0 TERMINATION OF CONTRACT:

It is an express condition of this contract that at any time the contract may be terminated due to changes in the working condition of Jaipur Dairy and Jaipur Dairy shall have the right to terminate the contract without assigning any reasons thereof by giving Thirty days notice to the Transporters. The Transporters shall have no claim whatsoever on the Jaipur Dairy Milk producers for premature termination of the contract. During this notice period the Transporter shall be bound to transport as specified by the Incharge (APS), Jaipur Dairy or any officer acting on his behalf.

12.0 Taxes & Diesel Escalation:

12.1 The rates given by the tenderer shall include the cost of fuel, oil; toll tax (s) and any other tax as & where applicable, incidental expenses etc. **“Any taxes which are not levied on goods shall have to be borne by transporter”**. Octroi/Entry tax/ toll on goods (as in J&K) or other type of taxes which are levied on goods at the destination state shall be deposited by the transporter and **shall be paid separately by Jaipur Dairy**. It will be reimbursed by Jaipur Dairy on production of original receipt. It's mandatory to deposit the tax which is levied on goods by the transporter to appropriate authorities as per the direction given by Jaipur Dairy. If any penalty or dues are imposed by tax authorities on non-compliance /contravention of any act, it shall be recovered from transporter. In case of Transshipment, transshipped vehicles number is also to be mentioned on GR

- 12.2** Any tax which is levied on goods on weight basis, the payment shall be reimbursed on net weight as mentioned in weight slip, but to a maximum limit of 6 metric ton, 11 metric ton, 18 metric ton, 22 metric ton & 27 metric ton (in respect of 6 MT truck, 11 MT truck, 18 MT truck 22 MT truck & 27 metric ton). No Pro Rata calculation and payment is allowed in this contract. However, if necessary, management reserve the rights to allow prorate looking into the necessity.
- 12.3** As on date, GST on milk transportation is exempted. In case, GST is imposed on milk transportation after the agreement, same shall be borne by Jaipur Dairy. The entire transporter should possess GST No and the same is to be furnished at the time of Tender (If applicable).
- 12.4** Any other new tax imposed on goods by Govt. Authorities after agreement shall be borne by Jaipur Dairy on production of original receipt.
- 12.5** Looking to the changed condition where increase/decrease of diesel price will be frequent, hike or decrease in transportation charges will be made applicable at the end of every four months on cumulative basis.

The first revision will be made on four months from the date of opening of technical bid & there after every four months. No diesel Hike will be given before four months. In the event of increase/decrease of diesel price, the amount of revision shall be calculated on the basis of formula four (04) Kms average run per liter of diesel in respect of vehicles of 11 MT capacities and three (03) Kms average run per liter of diesel in respect of vehicles of 18 MT. The base date for first diesel rate revision will be taken from the date of opening of technical bid.

12.6 The distance of the destination shall be calculated on the basis of E-Way bill Kms as this GST site is authenticated by Govt of India and the distance is calculated automatically in E-Way bill for the destinations. The revision in rates will be only for hike/ decrease in transportation amount due to change of diesel price.

13.0 Transportation Charges:

13.1 The approved Transporter shall be paid transportation charges by the Jaipur Dairy as a consideration of discharges of the contract on production of bills along with transporters consignment note(G.R) duly receipted for delivery of goods (signed and stamped) by the receiving authority in original only. However, while effecting payment penalties on account of delay, shortages, bulged, damages and other losses; if any sustained will invariably be deducted from the bill. In case transportation is on consignment note freight- to pay basis, losses on account of delay, damages, shortage if any shall be recoverable from transporter. Husk cost will be born by transporter. In case vehicles meets with accident on the way and goods are not in a position to reach the destination, no transportation shall be paid. In case, any route for any station is closed with different reasons as in the case of Manali and Leh which is en route to Karu/Loma, transporter is liable to deliver the consignment either of the routes which are open. No extra payment shall be made for extra kms.

13.2 Transportation charges for ANY OTHER PLACE IN North East , J&K Region ,Leh Ladakh Region, Himachal Region, Rajasthan and its nearby Region PER Km RATE. (Without Transshipment)/ (With Transshipment) will be calculated on the basis of Distance showing in E-Way bill from Jaipur dairy to Destination (one side only) multiply by Rate Per KM approved by Jaipur Dairy and Filled by Transporter in Tender Documents.

14.0 Loading and Unloading:

14.1 Loading of goods shall be done by Jaipur Dairy.

14.2 Unloading charges will not be reimbursed to transporter & will be borne by transporter. The date of unloading of goods (Milk) mentioned on G.R/Receipt by Army Supply depot shall be considered final.

14.3 Trucks must be in good condition with Clean & flat surface and covered with Tripals

14.4 Transporter will have to spread Husk at the platform of the vehicle at his cost before loading of milk to avoid transportation jerks

14.5 The allowed Stack height shall be 7 to 8 trays maximum; it can be raised upto 10 trays but for Leakage / Damage of Goods or any other liabilities shall be completely borne by transporter.

14.6 Transporter can be asked to unload to any point within 30 Kms radius of the designated depot. If the delivery point is exceeding to 30 km, transporter shall be paid per km rate (Total Approved Rate in Tender of Vehicle of respective category for the station divided by one side Distance showing in e way bill) of the category of the vehicle of the same station / ASC Depot which demanded the delivery at different destination.

14.7 All the bidders may contact with the depots for the unloading charges to be charged before obtaining the contract. Accordingly, they can quote their rates inclusive unloading charges.

14.8 Jaipur Dairy shall not be responsible for any dispute arises at unloading point.

15.0 TRANSHIPMENT

15.1 Transshipment shall not be allowed in Rajasthan Region. In case of any breakdown of the vehicle and other problem, permission is to be taken from Jaipur Dairy for the transshipment. However, transshipment is allowed in J&K region, Leh Ladakh Region and looking into the tropical conditions and vehicle availability of this terrain in different weather conditions. Transshipment is allowed from Chandigarh, Pathankot, Jammu, Srinagar and at karu only for Leh Ladakh region Stations. On submission of bills, transporter has to attach the E-Way bills upto destination. All the leakage and damages etc. during Transshipment shall be born by transporter. The transporter will have to submit the details of transshipment vehicle as and When Transshipment takes place but, in this case, Jaipur milk union shall not be responsible for rejection of claim if the transshipment vehicles details are not provided by transporter to Jaipur Dairy. During the transshipment, transporter shall ensure proper stacking and height of the goods as per the guidelines given by Jaipur Dairy. In case, any damages occur for the noncompliance of norms by transporter, he shall be liable for any loss, if any.

15.2 Transshipment point for Any Existing or New Destinations Assigned by Jaipur Dairy during the Contract period or During extension period of contract will be decided only by Jaipur Dairy Management.

15.3 For Rates ANY OTHER PLACE IN North East REGION PER Km RATE. (With Transshipment) RATE, ANY OTHER PLACE IN J & K, Leh Ladakh, Himachal REGION, PER Km RATE. (With Transshipment) RATE, These Rates with Transshipment means will be applicable only for the destinations Where Quantity of vehicle will be bifurcate in More than one small capacity Vehicles due to special terrain conditions.

16.0 Milk transporter must obtain food Safety Licenses as per Food safety Standard Act 2006 from the concerned authority. The license validity should be as on/entire tender period.

17.0 Proprietors, Directors, Partners, Stake holders, Power of Attorney holders, blood relation personal or employees of the tenderer/Bidders who have any pending case against Jaipur Milk Union or of its Employee related to any kind of work of Jaipur Milk Union in any court will not be considered. He has to furnish affidavit on Rs. 100/- Stamp paper in the prescribed Performa to this effect. Subsequently, if it is found to be false, the Bid Security and Security deposit will be forfeited & Contract shall be terminated

18.0 If Jaipur Milk Union has any pending case against Proprietors, Directors, Partners, Stake holders, Power of Attorney holders, blood relation personal or employees of the tenderer/Bidders related to any kind of work of Jaipur Milk Union in any court will not be considered. He has to furnish affidavit on Rs. 100/- Stamp paper to this effect. Subsequently, if it is found to be false, the Bid Security and Security deposit will be forfeited & Contract shall be terminated

19.0 In the event of any dispute arising out in the interpretation of any of the condition of this agreement, the decision of Managing Director, JZDUSS Ltd., Jaipur would be final.

- 20.0** A bidder may file an Appeal in the prescribed form as per Chapter –VII,(Rule -83-85) of the RTPP Rules 2013 & guidelines there under, along with the requisite Fees.
Name of first appeal authority - Chairman JZDUSS Ltd.
Name of Second appeal authority - MD RCDF Jaipur
- 21.0** All disputes arise, if any, are subject to Jaipur Jurisdiction only.
- 22.0** No claim shall be entertained after the No objection certificate is obtained from the competent authority of Jaipur Dairy and after refund of the Security Deposit and Bank Guarantee.
- 23.0** Successful Tenderer will have to become “Nominal Member” of Sangh by depositing required fee which is at present. Rs 110/
- 24.0** If any information/document is found incorrect/false during the entire contract period, Bid Security, Security deposit and Bank Guarantee shall be forfeited and contract shall be terminated.
- 25.0** Tenderer has no any right for adding or deleting any condition.
- 26.0** Tenderer must have branch office /head office of Transport Company in Jaipur city.
- 27.0** Tenderer who are presently or in past under contract with Jaipur Milk Union or any other milk union and have caught/punished in any theft case shall not be able to participate in this tender.
- 28.0** Tenderer who have been blacklisted/termination of agreement in past by Jaipur or any other RCDF Milk Union shall not be considered for this tender.
- 29.0** Tenderer having any financial dealing with any of the employees of milk union as on date of submission of tender shall not be considered.
- 30.0** Tenders of any of the officer/employee/member or their blood relatives (as per Hindu family act) will not be accepted.
- 31.0** Tenders of any of the Labour contractor (Piece Rate), Kaladera Plant transport contractor, Security agency will not be accepted.
- 32.0** The contractor will not have the right to transfer the contract which is awarded by Sangh to him to any other person under any circumstances. In case of death of contractor in the mid of contract, the name of successor can be transferred to the contract for the remaining part of contract. Regarding this case, the successor had to comply with all terms and conditions of the contract submit an affidavit of taking responsibility of the contract will have to be given to the Sangh certified by the a notary on a stamp paper of Rs. 5000/-,only then can the remaining contract be released to the successor for the further period. After getting the certified stamp and acceptance letter, the tenderer will have to declare the name of his successor/Nominee on a stamp paper of Rs. 1000/- along with the contract letter and get it certified by a notary.

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>

Part II**Financial Bid****RATE CONTRACT FOR TRANSPORTATION OF UHT MAP MILK IN LEH LADAKH REGION, ASC LOMA.)**

DESCRIPTION: - Transportation of UHT MAP (TPM) Milk through vehicles of **11MT/18 MT** load carrying capacity.

(Rate should be filled in prescribed Format of .XLS (BOQ Format

S.No.	To quote rates on the basis of 11MT (10116 ltrs)/18MT (16800 ltrs) load carrying capacity vehicle per destination	Capacity in MT	FOR Rates of Transportation (INR)
Details of Destination (J&K), Leh Ladakh Region and Himachal Region			
5	5254 Coy ASC(Comp), Loma (Laddakh Region)	11 MT	
6	5254 Coy ASC(Comp), Loma (Laddakh Region)	18 MT	

- Bidders has to be quote FOR Rates for Respective Destination for respective load carrying capacity vehicle.

अनुभाग IV :

फॉर्म/दस्तावेज जो की प्रस्तुत किये जाने है

- The Bidder must not have been debarred by the State Government or Jaipur Zila Dugdh Utpadak Sahakari Sangh Limited or blacklisted by any other procuring entity.
- Submit acceptance of tender document and specifications in the enclosed format.
- The Bidder must have PAN number and GST number.
- Submit acceptance of tender document and specifications in the enclosed format. **(Form Tech-1)**
- Submit details of Organization Profile .**(Form Tech-2)**
- Bank Guarantee Form for Registration /Bid Security, **if applicable (Form Tech-3)**
- Declaration by the Applicant in compliance of the Section 7 & 11 of the RTTP Act. **.(Form Tech-4)**
- Power of Attorney **.(Form Tech-5)**
- Undertaking as per **(Form Tech-6)**

Duly filled tender form with signature and stamp on each copy.

Copy of PAN Card.

Copy of GST registration.

Documents of Power of Attorney holder

Copies of DD/Bankers Cheque/Pay Orders.

Copy of Food safety license as per FSSAI-2006.

Party Account detail for RTGS/NEFT.

Balance sheet for last three years

Experience Certificate for last three years

Annual average turnover minimum 1.5 Crores for last three years Continuously.

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

We hereby declare that:

(a) All the information and statements made in this Bid/Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Bid/Proposal may lead to our disqualification by the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd. and action may be taken against us under the provisions of the Act and the Rules.

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

(c) We declare that we have complied with the and shall continue to comply with the provisions of Code of Integrity contained in the Bid Document in competing for and in execution of the Contract and that we have no conflict of interest in accordance.

(d) We meet the Eligibility and Qualification criteria as required in the Bid Document.

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

(f) We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the period stated in the Bid Document.

(g) We understand that the Jaipur Zila Dugdh Utpadak Sahakari Sangh Ltd.. is not bound to accept any Proposal that it receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Bidder (firm's/ company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

**Form-2
 BIDDER'S ORGANIZATION AND EXPERIENCE**

Form-2: a brief description of the Bidder's organization and an outline of the recent experience of the Bidder that is most relevant to the assignment. For each assignment, the outline should indicate, the duration of the assignment, the contract amount and the Bidder's role/ involvement.

Bidder's Organization

1. Name & full address of the firm _____
 Submitting the tender (In block letters) _____

 Phone no. _____ Mobile no. _____
 Fax No. _____ Email address _____
2. Addressed to: JZDUSS. Ltd., Near Gandhi Nagar Railway station, Jaipur
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. Bid Security Details:
 DD no. dated...../...../2025
 JZDUSS LTD. / Issued by Bank..... Branch. (DD should be in favour
 of JZDUSS LTD., Ltd., Jaipur, payable at Jaipur. No interest will be payable on Bid Security.
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
Bid Security in form of Bank Guarantee

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

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

Beneficiary:

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

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its Bid dated *[insert date]* (hereinafter called "the Bid") for supply **tender title.....** under Bid No. *[insert BID number]*. Furthermore, we understand that, according to your conditions, Bid must be supported by a Bid Security.

At the request of the Bidder, we *[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 **tender title**..... .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 **tender title**..... to be supplied by our milk unions. Including signing and submission of all documents and providing information/responses to JZDUSS LTD., JAIPUR in all matters in connection with our Applicant for the said Assignment.

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

Dated this the Day of Acceptance

ForName & signature

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

FORM -6

-: शपथ – पत्र :-

(On Rs. 100/- Non judicial stamp)

मैं /हम निविदादाता पुत्र श्रीपता.....
(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

- 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 /सदर्थ 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**

Contract Agreement

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

RATE CONTRACT FOR

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 **tender title**..... 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.

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.

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

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

In consideration of the approved tenderer having agreed to provide a B.G. of Rs _____ (Rupees _____ only) being the security deposit amount, we _____ (Name of the Bank) hereby undertake and guarantee to make repayment to the Milk Union of the said Rs. _____ (Rupees _____ only) or any part thereof which becomes payable to the Milk Union in accordance with the terms and conditions of the said work order within 07 days from the date of demand from the Milk Union. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Milk Union in writing and this guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs.

_____ (Rupees _____ only). The Bank shall not be discharged or released from this guarantee by any arrangement between the approved tenderer and the Milk Union with or without the consent of the Bank or any alterations in the obligations of the parties or by any indulgence, forbearance shown by the Milk Union to the tenderer and that the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Milk Union. We _____ (Name of the Bank) do hereby undertake to pay an amount due and payable under this guarantee without any demur, merely or demand from the Milk Union stating that the amount claimed is due to the Milk Union. In case the Milk Union puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this guarantee,

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

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

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

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

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

Place :

Date :

(SIGNATURE)
SEAL OF BANK