

# उदयपुर दुग्ध उत्पादक सहकारी संघ लि० , उदयपुर

गोवर्धन विलास अहमदाबाद रोड़ , उदयपुर (राज०)  
उदयपुर डेयरी सें टेंकर द्वारा दुग्ध परिवहन हेतु ई-निविदा

( निविदा सूचना क्रमांक 975 दिनांक .11.06.2018 )

तकनीकी निविदा प्रपत्र

भाग – “A”

1. निविदा प्रपत्र संख्या : .....
2. निविदा सन्दर्भ : 15 / 2018-19
3. निविदा विषय : उदयपुर दुग्ध संघ से RCDF प्लांट या अन्य जगह पर इन्सुलेटेड टेंकर से दुग्ध परिवहन कार्य।
4. निविदा अवधि : एक वर्ष
5. ई-निविदा प्रपत्र डाउनलोड करने की दिनांक : दिनांक 12.06.2018 सायं 5.00 बजे से  
(From govt site: <http://eproc.rajasthan.gov.in>)
6. ई-निविदा प्रपत्र अपलोलोडिंग की अन्तिम दिनांक व समय : दिनांक 12.07.2018 सायं 5.00 बजे तक  
ई-निविदा प्रपत्र शुल्क, धरोहर राशि और  
ई-निविदा प्रोसिसिंग शुल्क के मूल डिमांड ड्राफ्ट,  
प्रपत्र दुग्ध संयंत्र में जमा कराने की दिनांक  
व समय : दिनांक 13.07.2018 दोपहर 1.00 बजे तक
8. तकनीकी ई-निविदा प्रपत्र भाग “A” खोलने की दिनांक व समय : दिनांक 13.07.2018 सायं 4.00 बजे
9. वित्तीय ई-निविदा प्रपत्र भाग “B” खोलने की दिनांक व समय : बाद में सूचित किया जावेगा।
10. निविदा प्रपत्र शुल्क : रु. 500/-  
(DD in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur)
11. धरोहर राशि शुल्क : रूपया 2,00,000/-  
(DD in favour of Udaipur Dugdh Utpadak Sahakari Sangh Ltd, Udaipur)
12. ई-निविदा प्रोसिसिंग शुल्क : रूपया 1,000/-  
(DD in favour of MD, RISL Jaipur)
13. नगद अमानत राशि/बैंक गारंटी : रु. 5 लाख
14. क्या आपका कोई भी रिश्तेदार दुग्ध संघ में स्थाई पद पर कार्यरत है, अगर हां तो उनका नाम एवं निविदादाता से सम्बन्ध उल्लेखित करें- : .....
15. क्या आप या आपका कोई भी रिश्तेदार दुग्ध समिति के सचिव/कर्मचारी प्रबन्धकार्यकारीणी के सदस्य है। यदि हां तो समिति का नाम एवं पद का उल्लेख करे : .....
16. निविदा दाता द्वारा भरी जाने वाली दरें : कृपया निविदा प्रपत्र भाग “B” (BOQ) में ऑनलाईन अंकित करे
17. निविदादाता का नाम एवं पता : .....
- फोन न./मोबाईल न. ....
18. निविदा खोलने का स्थान : उदयपुर दुग्ध उत्पादक सहकारी संघ लि० , उदयपुर गोवर्धन विलास अहमदाबाद रोड़ , उदयपुर (राज०)

नोट – निविदा सूचना में विवरण अनुसार तीनों मूल डिमांड ड्राफ्ट (ई-निविदा प्रपत्र शुल्क, धरोहर राशि और ई-निविदा प्रोसिसिंग शुल्क ) सम्बन्धित कार्यालय में उपस्थित होकर नियत दिनांक व समय तक जमा करावे।

निविदादाता के हस्ताक्षर मय मोहर

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD.,UDAIPUR**

[Telephone 2640258,2640188, 2640179 Fax 2640333 Email rcdfudp@rediffmail.com ]

**Technical & Pre Qualification Bid**  
E-Tender for Milk Transportation through insulated milk tankers

(Tender Notice No. : 975 Dated 11.06.2018 )

1. Name of the Firm :  
( With full address )  
  
Telephone No. :  
  
Fax No. :  
  
Mobile No. :
2. Capacity in which tender has :  
been submitted.  
  
(a) Proprietorship / Partnership :  
  
(b) Name of the Proprietor / :  
Partner with full address  
  
(c) Whether partnership deed :  
registered ( enclosed a copy of  
Partnership deed)
3. Registration details of the firm :
4. Permanent Account No. (PAN) under :  
Income Tax
5. Copy of last Return filed :  
to be enclosed
6. Tender Forms Fee (Non-refundable) : Rs. 500/- ( Five Hundred Only)  
In Favour of UDUSS Ltd D.D.No..... Dt.....  
Payable at Udaipur Bank Name.....
7. Earnest Money : Rs. 2,00,000/- (Two Lac Only)  
In Favour of UDUSS Ltd D.D. No..... Dt.....  
Payable at Udaipur Bank Name.....
8. E-Tender Processing Fees : Rs. 1000/- (One Thousand only)  
In Favour of RISL , D.D. No..... Dt.....  
Payable at Jaipur Bank Name.....

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9. Detail of Tanker

- :- (1) Registration No.-----  
Cap.-----Model-----
- (2) Registration No.-----  
Cap.-----Model-----
- (3) Registration No.-----  
Cap.-----Model-----
- (4) Registration No.-----  
Cap.-----Model-----
- (5) Registration No.-----  
Cap.-----Model-----

Physical deposition of all three demand drafts (For tender form fee, E Tender Processing Fee & Earnest Money) should be submitted manually in the office of Tendering Authority before time and date as specified in tender notice.

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## UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED

GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR

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- भाग “A” के साथ निम्न कागजात की स्वहस्ताक्षरित प्रति (Digitally Signed) अपलोड करे।

1. फर्म का पंजियन प्रमाण प्रत्र/पार्टनरशीपडीड ।
2. पॉवर ऑफ अटोर्नी की मूल प्रति । (भागीदारी के केस में)
3. वाहन का विवरण, रजिस्ट्रेशन संख्या (रजिस्ट्रेशन, ईन्श्योरेन्स, परमीट, फिटनेस आदि)।
4. विगत दो वर्षों की आयकर विवरणी।
5. पेन न. की छाया प्रति।
6. निविदा प्रपत्र की एक शर्तों सहित प्रति (प्रत्येक पृष्ठ पर Digitally Signed)
7. डेयरी उद्योग में कार्य करने का अनुभव प्रमाण प्रत्र यदि हो तो।
8. खाद्य संरक्षा एवं मानक अधिनियम 2006 (FSS ACT 2006)के तहत रजिस्ट्रेशन/लाईसेन्स की छाया प्रति।
- 9- अडरंटेकिंग एण्ड डिक्लेरियेशन ANNEX – I,II,III & IV व ANNEXURE 1,2,3,4
10. निविदा प्रपत्र शुल्क ( ई-निविदा प्रपत्र शुल्क, धरोहर राशि और ई- निविदा प्रोसिसिंग शुल्क ) की डी डी की स्केन प्रति ।
11. पता प्रमाणित हेतु कोई भी एक राशन कार्ड, मतदाता कार्ड, विद्युत बिल, आधारकार्ड इत्यादि।

वाहन संख्या :- .....यदि नया वाहन है तो नया वाहन लिखे।

- निविदादाता द्वारा निविदा दर मय समस्त टैक्स सहित निर्धारित प्रपत्र भाग “B” के BOQ में ऑन लाईन भरी जावे।

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**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

Instructions for uploading E-tender form & documents:-

**I. Submission of E-Tender Form & Document: (Only through Online procedure)**

Please read carefully the steps of submitting Tender form Online & also you have to follow instruction of e-procurement site for filling E-tender form. E-Tender form should be uploaded separately in two parts, viz. PART A & PART B (unpriced & priced).

**PART A :** Before Uploading UNPRICED TENDER, it should be ensured that all the Technical & Commercial details including conditions of contract & relevant documents etc. (duly digitally signed by tenderer) & Scan copy of Tender form fee, Earnest Money & E-tender processing fees (DD/payorder) are ready for uploading.

If scan copy of documents mentioned page no. 3 (Clearly visible) are not uploaded with Part-A of Tender form, Part-B of that tenderer will not be opened/consider for finalization of the tender work. In addition to it please ensure

**I. Submission of Demand Draft**

- a) Scan copy of Demand Draft for Tender form fee, Earnest Money & E-tender processing fee.
- b) Physical deposition of all three demand drafts before 4 PM of -----  
----- as specified in tender notice.

**PART B :** PRICED TENDER fill with Schedule of Rates duly filled (only in prescribed format BOQ in .xls format), digitally signed on that page.

- (a) Interested party/bidder/tenderer can be download tender form from official website <http://eproc.rajasthan.gov.in>
- (b) Tenderer who wish to participate in this tender will have to register on <http://eproc.rajasthan.gov.in> To participate in online tenders, tenderer will have to procure digital signature certificate (type III) as per information technology Act-2000 using which they can sign their electronic tender documents. Tenderer 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. Tenderer who have a valid digital certificate need not procure a new digital certificate.

Address:- e-procurement Cell, RISL, Yozana Bhawan, Tilak Nagar, C-Scheme, Jaipur

- (c) Tenderer shall submit their offer on line in electronic formats both for technical and financial proposal however Demand Draft for tender form fee, E-tender processing fee and earnest money should be submitted manually in the office of Tendering Authority (Udaipur Dairy, Goverdhan Vilas, Ahmedabad Road, Udaipur) before date & time of opening of technical bids as mentioned in tender notice. Scanned copy of Demand Draft should be uploaded along with online bid.
- (d) Tender form & handwritten rates would not be accepted in Tender Box.
- (e) The quoted rate should be filling (on the basis of rupees per km) in prescribed format of PART B of tender form (.xls BOQ) only.

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# उदयपुर दुग्ध उत्पादक सहकारी संघ लि० , उदयपुर

गोवर्धन विलास अहमदाबाद रोड़ , उदयपुर (राज०)

## निविदा प्रपत्र भरने के लिए सामान्य अनुदेश, शर्तें एवं आवश्यक निर्देश

- (1) निविदा प्रपत्र दो भागों में भाग (A) तकनीकी निविदा एवं भाग (B) वित्तीय निविदा के रूप में विभाजित है।
- (2) ई-निविदा प्रपत्र निविदादाता द्वारा भाग (A) व भाग (B) अलग-अलग निर्धारित दिनांक एवं समय तक ऑन लाईन प्रस्तुत किया जा सकेगा। पूर्ण भरे हुए निविदा प्रपत्र के हर पृष्ठ पर निविदादाता के हस्ताक्षर (Digitally Signed) आवश्यक होंगे। भागीदारी के केस में किसी भी एक भागीदार द्वारा, जिसके हक में मुख्यारनामा (पॉवर ऑफ अटोर्नी) होगा, हस्ताक्षरित किया जावेगा। साथ में भागीदारी सम्बन्धी वैध दस्तावेज संलग्न किये जाने होंगे। पंजिकृत कम्पनी/ समस्त भागीदारों को अनापत्ति प्रमाण पत्र संलग्न करना आवश्यक होगा व अधिकृत हस्ताक्षरकर्ता को निविदा प्रपत्र भरने का अधिकार प्रत्र मूल ही संलग्न करना होगा। उक्त दस्तावेजों की अनुपलब्धता होने पर निविदा प्रपत्र निरस्त कर दिये जावेंगे।
- (3) निविदा प्रपत्र पर जो व्यक्ति हस्ताक्षर (Digitally Signed) कर रहा है उसको हस्ताक्षर (Digitally Signed) के नीचे यह लिखना अनिवार्य होगा कि वह फर्म का मालिक है अथवा अधिकृत प्रतिनिधि अथवा भागीदार है अथवा प्रबन्धक है। इन समस्त परिस्थितियों में फर्म के मालिक के अतिरिक्त अन्य हस्ताक्षरकर्ता को पॉवर ऑफ अटोर्नी निविदाफार्म के साथ संलग्न करना होगा।
- (4) प्रत्येक पृष्ठ पर हस्ताक्षर (Digitally Signed) होने पर यह मान लिया जावेगा कि निविदादाता द्वारा नियम एवं शर्तें पढ़कर समझ लिये गये हैं। निविदादाता द्वारा नियम एवं शर्तों में कोई बदलाव नहीं किया जावेगा। यदि निविदादाता द्वारा किसी प्रकार का बदलाव किया जाता है तो निविदा निरस्त कर अमानत राशि जब्त कर ली जावेगी।
- (5) निविदादाता अयोग्य, ब्लैक लिस्टेड, अव्यस्क एवं न्यायालय से दिवालिया घोषित नहीं होना चाहिये।
- (6) निविदा प्रपत्र पर नाम पता व सम्पर्क व्यक्ति का नाम, फोन न. स्पष्ट रूप से अंकित होने चाहिए। उक्त व्यक्ति को भेजी गई डाक प्राप्त कर ली गई मान ली जावेगी चाहे वह निविदादाता को प्राप्त हो या न हो।

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- (7) दर प्रति किलोमीटर अंको एवं शब्दों में BOQ में ऑन लाईन अंकित की जावें । किसी प्रकार की शंका होने पर शब्दों में लिखी गई दर अन्तिम मानी जावेगी ।
- (8) निविदा प्रपत्र में अंकित वाहनों के स्वामित्व सम्बन्धित दस्तावेज (रजिस्ट्रेशन सर्टिफिकेट, रोड परमिट एवं फिटनेस सर्टिफिकेट की छाया प्रति) निविदा प्रपत्र के साथ संलग्न किये जाने होंगें। अभाव में निविदा निरस्त की जा सकती है।
- (9) निविदादाता द्वारा निविदा प्रपत्र में अंकित दिनांक व समय तक **उदयपुर दुग्ध उत्पादक सहकारी संघ लि. उदयपुर** के हक में रु. 2,00,000/- (अक्षरे दौ लाख रुपये मात्र) डिमान्ड ड्राफ्ट धरोहर राशि के रूप में जमा करना होगा। **चैक स्वीकार नहीं किये जायेंगें।** धरोहर राशि के अभाव में निविदा प्रपत्र निरस्त कर दिया जावेगा। पूर्व में जमा अमानत राशि स्वीकार नहीं की जावेगी। दुग्ध संघ द्वारा अमानत राशि पर किसी प्रकार का ब्याज देय नहीं होगा।
- (10) ई-निविदा नोटिस में दिये गये निर्धारित दिनांक एवं समय पर प्रबन्ध संचालक उदयपुर दुग्ध उत्पादक सहकारी संघ लि, उदयपुर के कार्यालय में खोली जावेगी।
- (11) एक या एक से अधिक निविदाओं को निविदादाताओं की न्यूनतम दर पर चलने की सहमति से आवश्यकतानुसार स्वीकार करने एवं कार्य आदेश दिये जाने के समस्त अधिकार प्रबन्ध संचालक उदयपुर दुग्ध उत्पादक सहकारी संघ लि, उदयपुर के पास सुरक्षित रहेंगें, समस्त या किसी भी निविदा को बिना कोई कारण बताये अस्वीकार करने के समस्त अधिकार प्रबन्ध संचालक के पास सुरक्षित रहेंगें। किसी भी निविदादाता को इस सम्बन्ध में कारण पूछने का अधिकार नहीं होंगा।
- (12) निविदा स्वीकारोक्ती हेतु खोली जाने की दिनांक से 3 माह हेतु खुली रहेगी।
- (13) निविदादाता निविदा के समय उसके किसी भी व्यक्ति या फर्म को होने वाली किसी भी क्षति के लिये दुग्ध संघ को जिम्मेदार नहीं ठहरा सकेंगा। उक्त समस्त क्षति पूर्ति की जिम्मेदारी निविदादाता की स्वयं की रहेगी।
- (14) निविदा खोली जाने के पश्चात निविदा भरी जाने में होने वाली लापरवाही के कारण निविदा पुनः उठाने का अधिकार निविदादाता को नहीं होगा।
- (15) जिन निविदा दाताओ की निविदाये अस्वीकृत होती है उसकी धरोहर राशि निविदा खोलने के तीन माह के भीतर लौटा दी जावेगी। धरोहर राशि पर कोई ब्याज देय नहीं होगा।
- (16) स्वीकृत निविदादाता को निर्धारित प्रपत्र में नियमानुसार राशि के स्टाम्प पर अनुबन्ध प्रतिपादित करना होगा। जिसमें होने वाला खर्च निविदा दाता को वहन करना होगा।

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- (17) यह माना जावेगा कि स्वीकृत ठेकेदार द्वारा निविदा के नियम एवं शर्तों की पूर्ण जानकारी कर ली है। किसी भी प्रकार की शंका होने पर अनुबन्ध हस्ताक्षर करने के पहले प्रबन्ध संचालक अथवा प्रभारी अधिकारी से स्पष्टीकरण प्राप्त किया जाना वांछनीय है।
- (18) स्वीकृत निविदादाता द्वारा निविदा अनुबन्ध हस्ताक्षर में निर्धारित सीमा से देरी करने अथवा मना करने पर उसकी अमानत राशि/धरोहर राशि जब्त कर ली जावेगी।
- (19) स्वीकृत निविदादाता को अपनी निविदा अवधि के दौरान सन्तोषप्रद कार्य किये जाने के आश्वासन स्वरूप रु. 5,00,000/- (अक्षरे पांच लाख रुपये मात्र) प्रबन्ध संचालक उदयपुर दुग्ध उत्पादक सहकारी संघ लि. उदयपुर के पास अमानत राशि जमा करानी होंगी। नकद अथवा बैंक गारण्टी (30 माह हेतु) के स्वरूप में होंगे। निविदा में सफल पूर्णता के उपरान्त उक्त राशि निविदा पूर्ण होने के तीन माह के भीतर पुनः लौटा दी जावेगी।
- (20) अमानत राशि पर दुग्ध संघ द्वारा किसी प्रकार का ब्याज देय नहीं होगी।
- (21) निविदा अवधि सामान्यतया कार्य आदेश दिये जाने से एक वर्ष के लिए मान्य होगी तत्पश्चात् यदि निविदाकर्ता का कार्य सन्तोषप्रद पाया जाता है तो आपसी सहमति के पश्चात् पुनः उन्ही नियम एवं शर्तों पर अनुबन्ध एक वर्ष की अवधि के लिए अभिवृद्धि की जा सकेगा। साथ ही संघ द्वारा सामयिक परिस्थितियों के मद्देनजर संघ हित में कोई अतिरिक्त शर्त जोड़ी जाती है तो उसे अनुबन्धक को स्वीकार करना होगा। निविदा अवधि के पश्चात् अनुबन्ध उन्ही नियम एवं शर्तों पर तीन माह के लिए बढ़ाया जा सकेगा। जिसके लिए निविदादाता को मना करने का अधिकार नहीं होगा। अनुबन्ध अवधि के दौरान यदि अनुबन्धकर्ता का कार्य असन्तोषप्रद पाया जाता है या निर्धारित वाहन उपलब्ध नहीं कराया जाता है या संघ विरोधी किसी भी गतिविधि के होने पर प्रबन्ध संचालक के पास अनुबन्ध निरस्त करने के पूर्ण अधिकार रहेगा।
- (22) निविदादाता को निविदा के साथ अथवा अनुबन्ध के समय अपने पिछले दौ वर्षों के आयकर रिटर्न की प्रतिलिपि उपलब्ध करानी होगी।
- (23) निविदादाता निर्धारित कार्य किसी अन्य व्यक्ति या एजेंन्सी को अपने स्वयं के स्तर पर हस्तान्तरित नहीं कर सकेगा। यह कि स्वीकृत अनुबन्ध किसी कारणवश यदि अनुबन्ध को हस्तान्तरण करना चाहता है ऐसा वह तभी कर सकेगा जब आवश्यक होने पर प्रबन्ध संचालक की स्वीकृति उपरांत अनुबन्धक द्वारा हस्तान्तरण शुल्क रु. 20000/- (बीस हजार) संघ कार्यालय में जमा कर दिया गया हो।

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- (24) निविदा अवधि में निर्धारित कार्य को सफल रूप से निष्पादित करने हेतु आवश्यक सचरित्र, व्यक्तियों को कार्य पर लगाने निविदादाता की जिम्मेदारी रहेगी। मजदूरों अथवा अन्य हडताल के दौरान पूर्ण व्यवस्था करना भी निविदादाता की जिम्मेदारी रहेगी। दुग्ध संघ के कर्मचारियों की हडताल, यदि कभी होतो, के दौरान ठेकेदार के व्यक्ति काम करना बन्द नहीं कर सकेंगे।
- (25) निविदादाता फ़ैक्ट्री अधिनियम के अनुसार कार्य करेंगे एवं कार्य के लिए लगाए गये स्टाफ की कर्मचारी राज्य बीमा एवं भविष्य निधि राशि भुगतान करेंगे व इसकी सत्यापित प्रतिलिपि दुग्ध संघ में प्रस्तुत करेंगे। यदि ठेकेदार उक्त राशि जमा कराने के सबूत पेश नहीं करता है तो दुग्ध संघ उक्त आवश्यक राशि ठेकेदार के बिल से कटौती कर सम्बन्धित प्राधिकारी विभाग को जमा करावेगा।
- (26) किसी भी प्रकार के नियमों एवं शर्तों की अवहेलना की जाने पर निविदा निरस्त करने के पूर्ण अधिकार प्रबन्ध संचालक उदयपुर दुग्ध उत्पादक सहकारी संघ लि. उदयपुर के पास सुरक्षित होंगे। ऐसी स्थिति में ठेकेदार के कारण होने वाली नियमों की अवहेलना के कारण होने वाली समस्त हानि की जिम्मेदारी ठेकेदार की होगी। प्रबन्ध संचालक को निविदा की शेष अवधि हेतु पुनः निविदा करने का पूर्ण अधिकार होगा एवं इस कार्य का दर अन्तर (यदि अधिक हो तो) सम्बन्धित ठेकेदार से वसूल किया जावेगा।
- (27) निविदादाता दुग्ध संघ के किसी भी कर्मचारी/ संचालक मण्डल के सदस्य का प्रथम डिग्री रिश्तेदार नहीं होना चाहिये। (प्रथम डिग्री से तात्पर्य है कि कर्मचारी के पिता, माता, भाई, बहन, पुत्र, पुत्री, पति, पत्नी, चाचा, चाची, ताऊ, ताई, बुआ, फूफा एवं इनकी संतान, मामा, मामी, मोसी, मोसा, एवं इनकी संतान, ससुर, सास, पत्नी या पति के भाई-भाभी, बहीन-जीजा, एवं इनकी संताने एव इन्ही के समकक्ष संबंधी से हैं)।
- (28) निविदादाता उदयपुर दुग्ध संघ की किसी भी दुग्ध समिति का सचिव अथवा अन्य कर्मचारी या प्रबन्धकार्यकारीणि का सदस्य अथवा सचिव, कर्मचारी या प्रबन्धकारिणी सदस्य का प्रथम डिग्री रिश्तेदार नहीं होना चाहिये। (प्रथम डिग्री से तात्पर्य है कि कर्मचारी के पिता, माता, भाई, बहन, पुत्र, पुत्री, पति, पत्नी, चाचा, चाची, ताऊ, ताई, बुआ, फूफा एवं इनकी संतान, मामा, मामी, मोसी, मोसा, एवं इनकी संतान, ससुर, सास, पत्नी या पति के भाई-भाभी, बहीन-जीजा, एवं इनकी संताने एव इन्ही के समकक्ष संबंधी से हैं)।
- (29) अगर परिवहनकर्ता दुग्ध परिवहन के अतिरिक्त अगर किसी कर योग्य (Taxable) सर्विस भी करता है तो उस दशा में उसे अपना GST No. देना होगा।
- (30) अनुबन्ध के अन्तर्गत उठने वाले समस्त वाद-विवाद कि सुनवाई का अधिकार प्रबन्ध संचालक दुग्ध संघ के पास सुरक्षित होगा। विवाद की स्थिति में आर्बीटेशन में जाना होगा एवं उसका निर्णय मान्य होगा।
- (31) निविदा प्राप्त करने या इसके क्रियान्वयन हेतु दुग्ध संघ के किसी भी अधिकारी /कर्मचारी को किसी भी प्रकार की रिश्वत /कमीशन/उपहार यदि निविदादाता द्वारा दिया जाता है तो यह अपराध की श्रेणी में माना जावेगा एवं निविदा निरस्त कर दी जावेगी व उत्पन्न देने वाले समस्त नुकसान की भरपाई सम्बन्धित ठेकेदार से बिल/धरोहर राशि से की जावेगी।
- (32) यदि निविदा दर अप्रत्याक्षित अधिक हो तो प्रबन्ध संचालक नेगोशियेशन का अधिकार सुरक्षित रखेंगे।
- (33) अनुबन्ध के अन्तर्गत किसी किसी भी प्रकार की शर्त जोड़ने, घटाने अथवा प्रथक करने के सर्वाधिकार प्रबन्ध संचालक के पास सुरक्षित रहेंगे। जिन्हे मानना निविदादाता की बाध्यता होगी।

मैंने उपरोक्त क्रम 1 से 33 तक के सभी निर्देश अच्छी तरह पढ़ लिये हैं एवं उसी अनुरूप मैंने द्वारा निविदा प्रपत्र भरा गया है। यदि किसी प्रकार की कमी पाई जाती है। तो मैं स्वयं जिम्मेदार रहूंगा।

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**SPECIFIC TERMS & CONDITIONS FOR TRANSPORTATION OF MILK  
THROUGH ROAD MILK TANKERS**

- 1- Milk is a perishable commodity. The transportation is therefore required to be effected in shortest possible time. On an average, subject to no entry conditions and the like, the tanker should cover 30 Kms. per hour after leaving dispatching unit subject to minimum 600 Kms. in 24 hours.

In case of any tanker taking more time or covering less distance the transporter will be liable for losses including those arising due to rejection of milk at the destination.

The tanker should therefore ply continuously to the destination once it leaves the dispatching unit's premises by maintaining the aforesaid speed and should not make unnecessary halt in transit.

- 2- The tanker(s) to be provided to Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur shall be of Stainless Steel AISI 304 grade with proper insulation so that the same is in perfect thermal and mechanical condition to ensure the temperature of milk does not rise by more than 1 °C. in 24 hours even during the summer. This is one of the most important conditions and Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur can carry out testing for temperature rise in their premises. Tankers not found conforming to this technical condition may not be allowed for transportation of milk. Preference shall be given for outer SS AISI 304 grade barrel tankers.
- 3- Party must possess minimum five no. of tankers of capacity minimum 15000 kgs each.
- 4- The tankers to be offered are required to be in excellent road worthy conditions and maintained as such during the contract. The model of tankers should not be older than year 2013. The UDUSS Ltd., Udaipur may revise / change model condition of tankers during the contract period as per the rules and regulations notified by State Government or Central Government or by Hon'ble High Court / Supreme Court or any other Government agency which may have jurisdiction on the business of transportation. Other thing remaining the same, preference shall be given for the newer models.
- 5- Transportation would be mostly full tanker load for each station but Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur may direct the transporter to lift small consignment of milk for places off route / enroute. In such cases of transportation of lesser than 15000 Kg. Of milk, the rate payable shall be as applicable for 15000 Kgs. if loading carrying capacity ( Milk Barrel Capacity) of concern tanker in terms of milk is 15000 Kgs. or more.

In order to avoid the overloading of the tanker the transporters shall ensure that the total weight of filled tanker does not exceed the limit prescribed by Transport Authority in the Registration Certificate of the concerned tanker. In the cases when the total weight of the filled tanker exceeds the limit prescribed by the Transport Authority in the Registration Certificate of the concerned tanker then the payment of such excess quantity of milk transportation shall not be payable to the transporter. Such tankers may even be liable to disengagement at the UDUSS Ltd., Udaipur.

Therefore, tenderer should ensure that the capacity of barrel should be such that after filling of tanker up to the brim of the barrel the total weight of the tanker should not exceed the limit prescribed by the Transport Authority in the Registration Certificate of the concerned tanker. Preference shall be given to those approved tankers who comply with all relevant rules of Motor Vehicle Act and the capacity of the barrel is in accordance to the Registered Laden Weight of tanker prescribed by the Transport Authority in the Registration Certificate.

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- 6- Milk consigned to Mother Dairy (and its allied plants at Pilkhua, Rohtak etc.), Delhi Milk Scheme (DMS) and Noida are coordinated by the Resident Manager of RCDF posted at Delhi. In case the situation so demands, the Resident Manager can ask the tanker to be diverted to a different dairy plant. The successful tenderer (s) shall have to comply with the same.
- 7- The contracted tanker can also be used for transportation of water as per the exigencies of particular the UDUSS Ltd., Udaipur
- 8- In case UDUSS Ltd., Udaipur may provide barrel owned by it to the contractor. In such cases the rent of the Barrel shall be charged by the UDUSS Ltd., Udaipur @ Rs. 1.00 per Km. from the transporter. The transporter shall also be required to provide security for the barrel to the UDUSS Ltd., Udaipur as may be mutually decided.
- 9- The tankers of successful tenderers are normally attached with UDUSS Ltd., Udaipur may be allow to other units of RCDF Ltd., Milk Unions on same rate, terms & conditions.

The tankers of the successful tenderer who comply with the aforesaid provisions shall not, without written permission operate at or for any other milk union / agency, failing which UDUSS Ltd., Udaipur may impose penalty and such lapse can even lead to cancellation of contract. However, UDUSS Ltd., Udaipur reserve the right to divert any milk tanker to any other RCDF Ltd., milk unions with mutual consent and accordingly the contractor shall entitle to raise transportation bill to such RCDF Unit / other milk union where the tanker is diverted. In such event the UDUSS Ltd., Udaipur shall not be responsible for party transportation charges claims / recoveries, outstanding if any with such milk union / RCDF Ltd., Jaipur.

- 10- In case a tanker meets with an accident while transporting milk the transporter will ensure to lodge F.I.R. to the nearest Police Station. The transporter shall make immediate alternative arrangements for recovering the milk and transporting it back to the dispatching union/ unit or to any other place as may be decided by the dispatching unit. It will also intimate the Insurance Company for carrying out survey of milk losses. The transporter will also intimate the first party about the accident and ensure timely submission of copy of FIR and of intimation given with confirmation in writing to the Insurance Company so that claim formalities can be completed in time. After getting the survey of milk loss done and submission of a copy of FIR, the transporter shall be allowed to get accident tanker lifted. The same tanker will be allowed to be operated only if fitness certificate is produced from the transport authority of State Govt. after carrying out due repairs.
- 11- If for any reasons whatsoever the claim received from the Insurance Company for the loss of milk etc. is less than the value of milk being transported the differential amount shall be recoverable from the transporter.
- 12- The transporter shall be held responsible for the loss of Fat, SNF and difference of weight as under.
- 12- (A) MILK TRANSPORT FROM CHILLING CENTERS of UDUSS Ltd., Udaipur, to UDUSS LTD., MAIN DAIRY PLANT Udaipur.
  - (1) The losses of each tanker shall be computed on monthly basis irrespective of number of trips.
  - (2) Any gain coming in any trip shall be adjusted against the losses, incurred in any other trip during the month.
  - (3) Computation of monthly shortages / losses recoverable from contractor shall be done considering Fat / SNF.  
However, the following losses shall be permissible.
  - (4) Permissible loss in case of Fat maximum 0.60 % of Fat Qty.

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- (5) Permissible loss in case of SNF maximum 0.60 % of SNF Qty.  
(6) Transportation loss beyond the permissible limit as aforesaid shall be recoverable at the same rate of Fat and SNF as RMG rate at that time.

12. (B) MILK TRANSPORT FROM MAIN DAIRY PLANT & MILK CHILLING CENTERS OF UDUSS LTD., UDAIPUR TO THE RCDF MILK UNIONS WITH IN & OUT SIDE RAJASTHAN / OTHER STATE CO-OPERATIVE MILK UNIONS PLANT WITHIN & OUT SIDE RAJASTHAN / OTHER STATE DAIRY PLANTS WITHIN RAJASTHAN & OUT SIDE RAJASTHAN / OTHER PROCESSING UNITS & VICE – VERSA.

The transporter shall be held responsible for the loss of Fat and SNF and difference of weight as under:-

- (i) The losses shall be computed in respect of each tanker trip wise.
- (ii) Loss in Fat and SNF shall be maximum 0.60% Of quantity, worked out separately for each tanker on Fat and SNF dispatched.
- (iii) Transportation loss beyond the permissible limit as aforesaid shall be recoverable at the same rate of Fat and SNF as is payable by the receiving unit at that time.
- (iv) The tanker(s) not showing loss greater than 0.1 % may be given incentive by way of priority in tanker loading over those showing higher loss/ variation.
- (v) The tanker will be sealed by representative of UDUSS Ltd., Udaipur/ dispatching unit. The transporter shall be fully responsible for any loss to the UDUSS Ltd., Udaipur/ dispatching unit in weight, Fat and SNF if the seal is found open at the receiving unit or on the way. In case of any loss caused to the UDUSS Ltd., Udaipur/ dispatching unit due to loss of weight, Fat and SNF during transportation, transporter would make good all the loss and shall pay a penalty to losses suffered by the dispatching unit. RCDF Ltd., Jaipur/ UDUSS Ltd., Udaipur shall have the power to stop the tanker to check the seal on way for above purpose or any other purpose.
- 13- The transporter shall have to lift milk from any other sub-unit of the milk union during its return journey whether enroute or off route if directed by the UDUSS Ltd., Udaipur.
- 14- No halting charges shall be payable to the transporter for the time taken in decanting, loading, unloading or waiting at any place.
- 15- The transporter shall have to supply replacement for any tanker which goes off road for any reasons.
- 16- The transporter shall have to lift sour / rejected milk from any place in Delhi or any other destination on its return journey and deliver at the decided destination dairy on the instructions of the competent officer nominated by the UDUSS Ltd., Udaipur Refusal by the transporter to lift the milk on return journey, disobedience of instructions of the competent officer, would render him liable to penalty @ Rs. 1000/- per trip and also leading to cancellation of the agreement. The transporter will be required to satisfy UDUSS Ltd., Udaipur that it has enough tanker capacity and sound financial position for under taking the job required.
- 17- “The rates should be quoted in the Part “B” (Fincial Bid) in BOQ, In which tenderer has to quote its rates for different Registered Laden Weight (RWL) milk tanker which they have quoted in the tender (Statement of tankers available with the tenderers). Pro-rata increase shall be allowed depending upon the actual quantity of milk transported. The rate thus arrived at will be “Basic rate” for that particular Registered Laden Weight milk tanker. For instance if the rate for a tanker having Registered Laden Weight of 25000 Kgs. is Rs. 25/- per K.M. per 15000 Kgs. of milk transported and if the tanker transports 16000 Kgs. of milk then the basic rate for that particular Registered Laden Weight tanker shall be (Rs. 25 x 16000/15000=) Rs. 26.66 per K.M.

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In case tanker having loading carrying capacity is less than 15000 Kgs. than the basic rate per K.M. for that particular Registered Laden Weight tanker shall be { Rs.( Rate per K.M. per 15000 Kgs. milk Transported for filled as well as empty trip alike as a pro-rata basis x actual loading carrying capacity) / 15000 }

- 18- In case of any increase / decrease in the rate of diesel by Government of India on the rate prevailing on ----- (included any increase/decrease notified for -----), the aforesaid basic rate per Kilometer will be increased / decreased reckoning 4 KM in one liter of diesel. For instance if the increase in diesel is Rs. 1.00 per liter then the basic rate will increase by Rs. 0.25
- 19- The tenderers must quote their rates based on diesel prices prevailing as on last date of uploading e-tender as given in tender form (Inclusive of decrease/ increase in diesel rate as on ----- by Government of India / Government of Rajasthan).
- 20- Milk insurance charges (transit insurance) for milk transported by road tanker from UDUSS Ltd., Udaipur to various destinations and within Rajasthan will not be borne by the transporters. UDUSS Ltd., Udaipur will bear these insurance charges.
- 21- Toll taxes, if any, levied by State Govt. / Center Govt. shall be paid by the Udaipur .milk union to transporter on original receipts.
- 22- Breach of the contract: The transporter shall be responsible for breach or non performance of the terms of this contract / agreement. The UDUSS Ltd., Udaipur shall be entitled to terminate this contract forthwith without assigning any reason if the transporter goes into liquidation whether voluntary or compulsory. The contract will be liable to termination at the discretion of the Managing Director, UDUSS Ltd., Udaipur at any time for breach in the terms of the contract by them. In such cases, the transporter shall be liable to make good all the damages / losses suffered by the milk union. The Managing Director of the UDUSS Ltd., Udaipur may at his discretion enter into fresh contract(s) for the remaining period of the contract with any other party in which case the transporter shall be liable to pay to the Managing Director of UDUSS Ltd., Udaipur the difference if any, between the contractive rate and the rate on which the fresh contract is entered into.
- 23- Assignment of subletting of contract: The transporter shall not assign or sublet of contract or any part thereof without the written permission of Managing Director, of UDUSS Ltd., Udaipur He may, however, utilize tanker belonging to any other person / firm provided there is written consent from the actual owner / firm on Rs. 500/- Non – Judicial Stamp paper for allowing his / their tanker in the name of the transporter and that for such an arrangement the transporter shall be fully responsible to carry on the transportation as per the contract entered into with UDUSS Ltd., Udaipur.
- 24- Payment in all cases payment will be made on the receipt of the goods as per the receipt note issued by the receiving party. The receipt note shall invariably be produced to the milk union by the transporter as and when required. The payment will be made on bills raised by the transporter on “Freight to pay” basis and the payment will be effected by the UDUSS Ltd., Udaipur after deductions if any within 20 days of receipt of bills duly verified and complete in all respect. The bills shall be submitted every month basis.
- 25- The tenderer must quote the registration number of the vehicles, model and make, GVW, RLW, ULW etc. explicitly which he owns in his tender and must attach a copy of Registration Certificate of vehicle issued by Transport Authority failing which tanker will not be considered for allotment.

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- 26- In case of partnership concern the partnership deed is required to be produced.
- 27- The transporter shall be responsible for compliance of relevant rules of the Motor Vehicle Act as well as those of Pollution Control Department of the State of Rajasthan / any other State / Central Government / Supreme Court / any other Court of law and Government agency. The tanker has to meet environmental stipulations of not only Rajasthan State but also other States the tanker plies through has also specially those stipulations made by receiving unit like Mother Dairy, Delhi and other destination units. Loss due to lapses on these accounts will be recoverable from the transporter.
- The transporters shall ensure that the total weight of filled tanker does not exceed the limit prescribed by Transport Authority in the Registration Certificate of the concerned tanker.
- 28- If the amount of loss caused to UDUSS Ltd., Udaipur by the transporter on account of any reason whatsoever, attributable to the transporter, is more than due payments of the transporter including security deposit, Bank Guarantee etc. then excess amount of loss will be recovered from any due payment of transporter at any other milk union / unit in Rajasthan as well as security deposit available at UDUSS Ltd., Udaipur.
- 29- UDUSS Ltd., Udaipur shall be free to terminate contract any time if the tanker staff (Driver / Helper etc.) does not behave in proper way and / or the conduct of the transporter is not upto the mark. Any lapse on the part of the transporter including his tanker staff shall be viewed seriously and such tanker (s) will be liable to be debarred from transporting milk at any place. UDUSS Ltd., Udaipur shall be free to impose penalty for such lapses and for not maintaining discipline.
- 30- If any tanker engaged by the milk transporter is found indulged in pilferage / theft of milk during transportation or the firm is found indulged in any other corrupt practice carried out at Milk Union / Chilling Centre / receiving end etc. UDUSS Ltd., Udaipur at its own discretion may lodge F.I.R. against such transporter. The agreement / contract of the Milk transporter can be terminated and such firm can be blacklisted at discretion of UDUSS Ltd., Udaipur and due amount shall be forfeited / adjusted against the losses suffered by the UDUSS Ltd., Udaipur and penalty amount as may be imposed by UDUSS Ltd., Udaipur for such an act of pilferage / theft / corrupt practices.
- 31- The transporter shall have to maintain the tanker in proper hygiene condition of as a whole to the entire satisfaction of UDUSS Ltd., Udaipur All milk tankers shall be painted with name of the UDUSS Ltd., Udaipur registration number of the tankers on rear side of the tanker barrel (valve side) as well as on both the longer sides of the barrel in bold letters conspicuous enough so that the same can be read from a long distance. The tanker should have proper sealing and welding of the bolts on hinges. UDUSS Ltd., Udaipur can effect change in the colour scheme or the text to be painted. Such changes, if made during the currency of contract, the same shall be affected by the transporter at no extra cost. The transporter shall also ensure proper cleaning and sanitation of tanker before filling of milk.
- 32- In case any tanker is disengaged by UDUSS Ltd., Udaipur whether on the request on the transporter or on completion / termination of contract or for any reason whatsoever the name, logo of UDUSS Ltd., Udaipur, art & design shall be removed / erased / painted plain.
- 33- The successful tenderer shall obtain nominal membership of UDUSS Ltd., Udaipur by subscribing to share capital for Rs. 100/-
- 34- If in case of deployment of tanker exceed tendered required quantity of tankers, Rs. 50,000/- per additional tanker would have to be deposited by successful tendered in the milk union as additional security.

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- 35- ठेकेदार, संस्था फर्म अथवा सेवा प्रदाता, केन्द्रीय/राजकीय कर, अधिभार, शुल्क लेवी, सेवाकर इत्यादि के लिए ठेकेदार/अनुबन्धकर्ता स्वयं व्यक्तिगत रूप से चुकाने के लिये जिम्मेदार होगा।
- 36- No term & condition in addition to those mentioned above and those given in tender form will be agreed to. Tenders containing additional conditions are liable to be rejected.
- 37- **Force Majeure Clause:-**  
The terms and conditions mutually agreed shall be subject to the Force Majeure Clause. Neither the contractor nor the Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur shall be considered in default in performance of its obligations hereunder, if such performance is prevented or delayed because of war, hostilities, revolutions, civil commotion, strike, epidemic, accident, fire, wind flood, earthquake or because of any law, order, proclamation, regulation, or ordinance of any Government or any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected should one or both of the parties be prevented from fulfillment his / their contractual obligations by a state of Force Majeure lasting continuously for a period of Six Months, the two parties should consult with each other regarding the future implementation of the agreement / purchase order.

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**BANK GUARANTEE FOR PERFORMANCE OF CONTRACT**

This deed of Guarantee made this \_\_\_\_\_ ( Twenty \_\_\_\_\_ ) by \_\_\_\_\_ hereinafter referred to Bank, which shall unless repugnant to the context or the meaning thereof includes its legal representative, successors and assigns and Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur (hereinafter referred to as the SANGH) which expression shall unless repugnant to the context or meaning thereof include its legal representative, successors or assigns.

WHEREAS the **Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur** has awarded a contract dated \_\_\_\_\_ for hiring of Road Milk Tanker(s) for transportation of Raw/Pasteurized milk from Dairy Plant \_\_\_\_\_ or its centre to destination within & outside Rajasthan State as per the tender terms and conditions of **Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur**

AND WHEREAS the Milk Transportation Contractor has agreed to submit a performance security in the form of a Bank Guarantee to the Sangh as per the terms condition of Agreement contract which will be kept valid up to form the date of Bank Guarantee. AND WHEREAS, the bank and its duly constituted agent and officer has already understood the agreement contract made between the Sangh and the Milk Tanker Transporter Contractor.

In consideration of the SANGH having agreed to award the contract on the contractor / transporter, we (the Bank), do hereby guarantee, undertake, promise and agree with the Sangh, its legal representatives, successors and assigns that the within name M/s \_\_\_\_\_ their legal representative and assignees will faithfully perform and fulfill everything within the binding document and the agreement contract on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner herein provided do all obligations there under and we further undertake, and guarantee to make payment to Sangh a sum of Rs. 5,00,000/- (Rs. Five Lac only) in case the contractor /transporter their legal representative and assignees do not faithfully perform and fulfill everything within the binding documents and all contract order terms and conditions on their part to be performed or fulfilled, at the time and in the manner herein provided and do not willfully and promptly do all obligation there under.

In case the contractor / transporter fails to perform or fulfill the agreement as per the terms and conditions agreed upon, the Sangh is entitled to demand and amount Rs. 5,00,000/- ( Rs. Five Lac only) from the contractor / transporter and demand made by the Sangh itself will be conclusive evidence and proof that the contractor / transporter has failed to perform or fulfill his obligations under agreement contractor and neither the contractor / transporter nor the Bank shall be entitled to raise any dispute regarding the reasons for the failure or performance of fulfillment on any ground whatsoever.

We the \_\_\_\_\_ Bank (Name & Address) do hereby undertake to pay an amounting Rs. 5,00,000/- ( Rs. Five Lac only) being the amount, due and payable under this guarantee, without any demur, merely on a demand from the Sangh Stating that the amount claimed in due by way of not performance of the contractual obligations as aforesaid by the contractor / transporters failure to perform the said contractual commitments any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee, however our liability under this guarantee shall be restricted to an amount not exceeding Rs. 5,00,000/- ( Rs. Five Lac only).

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We the Bank, further agree that the performance security herein contained shall remaining in full force upto \_\_\_\_\_ from the State of Bank Guarantee or till the Sangh certifies that the terms and condition of the said contract have been fully and **properly** carried out by the contractor / transporter and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the Sangh on or before \_\_\_\_\_ We shall be discharged from all \_\_\_\_\_ under this performance security hereafter.

We, \_\_\_\_\_(Name & address of Bank), further agree with the Sangh that the Sangh shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the binding document and agreement contract or to extend the time of performance by the said contractor / transporter from time to time for any of the power exercisable by the Sangh against the contractor / transporter and do forbear or enforce any of the terms and conditions relating to the said binding documents and the agreement contract and we shall be relived from our liability by reason of any such variation, or extension being granted to the said contractor / transporter, or for any forbearance, act omission on the part of the Sangh to the said contractor / transporter by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so reliving us.

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

The Bank agree that the amount here by guaranteed shall be due to payable to the Sangh on serving us with a notice, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery there of to the bank or by dispatch thereof the bank by registered post at the address of the bank.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank not with standing that the notice may not in fact have been delivered to the Bank.

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

We, \_\_\_\_\_(Name & address of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Sangh in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. 5,00,000/- ( Rs. Five Lac only) (guarantee amount). The Bank Guarantee shall be valid upto \_\_\_\_\_ unless a demand or claim in writing is made on us before \_\_\_\_\_. After it the guarantee will automatically cease the validity.

Place:

Date :

Signature

Seal

Code No.

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TENTATIVE REQUIREMENT OF TANKERS FOR THE TENDER FOR  
MILK TRANSPORTATION FOR THE YEAR 2018-19

- (A) MILK TRANSPORT FROM CHILLING CENTERS of UDUSS Ltd., Udaipur, to  
UDUSS LTD., MAIN DAIRY PLANT UDAIPUR.  
(B) MILK TRANSPORT FROM MAIN DAIRY PLANT & MILK CHILLING CENTERS

OF UDUSS LTD., UDAIPUR TO THE RCDF MILK UNIONS WITH IN & OUT SIDE  
RAJASTHAN / OTHER STATE CO-OPERATIVE MILK UNIONS PLANT WITHIN & OUT  
SIDE RAJASTHAN / OTHER STATE DAIRY PLANTS WITHIN RAJASTHAN & OUT  
SIDE RAJASTHAN / OTHER PROCESSING UNITS & VICE – VERSA.

S.No.	Name of Milk Union	Requirement of Tankers (Approximate Load Carrying Capacity in kgs.) 15000 Kg.
1.	UDUSS Ltd., UDAIPUR	5
	<b>TOTAL</b>	<b>5</b>

Note :

- The above requirement of tankers is tentative and can vary on either side substantially depending upon factors like milk procurement, product mix and dispatched of milk. The requirement of tankers also varies substantially for different parts of the year and their deployment changes accordingly.

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**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD.,UDAIPUR**

[Telephone 2640258,2640188, 2640179 Fax 2640333 Email rcdudp@rediffmail.com ]

**Tender Work**

E-Tender for Milk Transportation through insulated Tankers fro Udaipur Dairy Plant to RCDF Plant and other Dairy Plant

Tender Notice 975 Dated 11.06.2018

**STATEMENT OF TANKERS AVAILABLE WITH THE TENDERER**Name of the firm :

Sr. No	Tanker Registration Number in Full	Name of the person in whose name the tanker is registered with Transport Deptt.	Year of Mfg./ Model	Gross Vehicle Weight as Certified by Manufacturer (GVW) (Kgs.)	Total Registered Laden weight asper Transport Authority (RLW) (Kgs.)	Actual Max. tare weight of tanker including empty Barrel (ULW) (Kgs.)	Load carrying capacity in terms of milk (Kgs.)
1.							
2.							
3.							
4.							
5.							

Note :-

1. Attach extra sheet, if number of tankers are more.
2. Only those tanker(s) of successful tenderer shall be considered for allotment if a copy of Registration Certificate issued by Transport Authority is enclosed with the tender. It is, therefore, required that tenderer should enclosed a copy of Registration Certificate of vehicle at the time of submission of tender failing which tanker(s) shall not be considered for allotment. The inspection of tanker(s) and verification of its related paper(s) shall be done by the Udaipur Dugdh Utpadak Sahakari Sangh Ltd., Udaipur for the tankers approved by UDUSS Ltd., Udaipur for allotment.
3. Tankers which are earlier debarred by RCDF. Ltd, Jaipur / Udaipur Milk Union & any other unit of RCDF LTD. will not be considered for allotment / replacement during currency of the contract. Such tankers should not therefore be offered by the same firm or by any other firm. If any firm conceals this aspect and offers such tanker(s) not only the tanker shall be removed immediately on such fact coming to our notice but the party shall become liable for termination of its contract.
4. Tanker model older than year 2013 will not be considered for allotment.
5. One / Two Party may be consider who supply all require tankers.
6. We confirm that nothing is due against us for reason of excess payment on diesel hike and / or for any other reason whatsoever at any of the Milk Unions. We realise and agree that if declared confirmation is found incorrect our tender shall be summarily rejected and EMD forfeited.

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**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LIMITED**  
**GOVERDHAN VILAS, AHMEDABAD ROAD, UDAIPUR**

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**DECLARATION/ UNDERTAKING**

Tender Work : E-Tender for Milk Transportation through insulated Tankers

(Tender Notice No. : 975 Dated 11.06.2018 )

Name of Tenderer : .....

I/ We hereby declare

- that my/our Tender rates for the above stated work shall remain valid for a period of 3 (three) months from the date of opening. In case of our revoking or cancelling the Tender within the validity period, UDUSS Ltd, Udaipur is entitled to forfeit the Earnest Money Deposit paid by us along with the Tender.
- that my firm is not black listed by any organization.
- No criminal case is pending against me/my firm.
- I do not have any blood relation with UDUSS Employee's (dairy employees/ official's /BOD's member)

*Signature of Tenderer*

**UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .  
GOVERDHAN VILAS , UDAIPUR -313002**

GST NO.: 08AAAFU4403B1ZR / PAN NO. AAAFU4403B

Phone No. 2640188/2640803/ 2640839 Fax no. 2640333/2641754

**Annexure 1: Compliance with the code of Integrity and No. Conflict of Interest**

Any person participating in a procurement process shall-

- a. not offer any bribe, reward or gift of any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c. not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- e. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to and party or to its property to influence the procurement process;
- f. not obstruct any investigation or audit of a procurement process;
- g. disclose conflict of interest, if any; and
- h. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

**Conflict of Interest:-**

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is, considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

1. A Bidder may be considered to be in Conflict of interest with one or more parties in a bidding process if, including but not limited to:
  - a. have controlling partners/ shareholders in common; or
  - b. receive or have received any direct or indirect subsidy from any of them; or
  - c. have the same legal representative for purposes of the Bid; or
  - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
  - e. the Bidder participates in more than one Bid in a bidding process, participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same Subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
  - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid: or
  - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

**Signature of Bidder**

**UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .**  
**GOVERDHAN VILAS , UDAIPUR -313002**  
GST NO.: 08AAAFU4403B1ZR / PAN NO. AAAFU4403B  
Phone No. 2640188/2640803/ 2640839 Fax no. 2640333/2641754

**Annexure 2 : Declaration by the Bidder regarding Qualifications**

**Declaration by the Bidder**

In relation to my / our Bid submitted to Managing Director , Udaipur Dugdh Utpadak Sahakari Sangh Limited , Goverdhan Vilas , Udaipur (Rajasthan ) for procurement of .....  
.....in response to their Notice Inviting bid No.....Dated ..... I /we hereby declare under Section 7 of Rajasthan Transparency in public Procurement Act, 2012, that:

1. I/we Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any Local Authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities Suspended and not the subject of legal proceedings for any of the foregoing reasons.
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/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. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.

Date:  
Place:

Signature of Bidder  
Name:  
Designation:  
Address:

*Signature of Tenderer*

**UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .**  
**GOVERDHAN VILAS , UDAIPUR -313002**  
GST NO.: 08AAAFU4403B1ZR / PAN NO. AAUFU4403B  
Phone No. 2640188/2640803/ 2640839 Fax no. 2640333/2641754

**Annexure 3 : Grievance Redressal during Procurement Process**

The designation and address of the First Appellate Authority is Chairman , Udaipur Dugdh Utpadak Sahakari Sangh Limited , Goverdhan Vilas, Udaipur (Rajasthan).

The designation and address of the Second Appellate Authority is Managing Director , Rajasthan Co-Operative Dairy Federation Ltd , Saras Sankul, J.L.N. Marg , Jaipur (Rajasthan) .

**(1) Filing an appeal**

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful 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 Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable,

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

**(4) 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.

**Signature of Bidder**

**(5) Form of Appeal**

- (a) An appeal under para (1) or (3) above 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 First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

**(6) 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 in India payable in the name of Appellate Authority concerned.

**(7) Procedure for disposal of appeal**

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, Up on 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 also be placed on the State Public Procurement Portal.

**Signature of Bidder**

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

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

Before the..... (First / Second 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):

(i)

(ii)

(iii)

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

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

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

6. Grounds of appeal .....

.....( Supported  
by an Affidavit)

7. Prayer:.....

Place .....

Date.....

Appellant's Signature

*Signature of Tenderer*

**UDAIPUR DUGDH UTPADAK SAHKARI SANGH LTD .**

**GOVERDHAN VILAS , UDAIPUR -313002**

GST NO.: 08AAAFU4403B1ZR / PAN NO. AAFU4403B

Phone No. 2640188/2640803/ 2640839 Fax no. 2640333/2641754

**Annexure 4 : Additional Conditions of Contract**

**1. Correction of arithmetical errors**

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis

- i if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- ii if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- iii if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be Disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

**2. Procuring Entity's Right to Vary Quantities**

- (i) At the time of award of contract. the quantity of Goods, Works or Services originally specified in the Bidding Document may be increased or decreased by a specified percentage, but such increase or decrease shall not exceed twenty percent, of the quantity specified in the Bidding Document. It shall be without any change in the unit prices or other terms and conditions of the Bid and the conditions of contract.
- (ii) If the procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.

**Signature of Bidder**

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(iii) In case of procurement of Goods or Services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order- However, the additional quantity shall not be more than 25% of the value of Goods of the original Contract and shall be within one month from the date of expiry of last supply. If the Supplier fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Supplier.

**3. Dividing quantities among more than one Bidder at the time of award  
(In case of procurement of Goods)**

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.

**Signature of Bidder**

**UDAIPUR DUGDH UTPADAK SAHAKARI SANGH LTD.,UDAIPUR**

[Telephone 2640258,2640188, 2640179 Fax 2640333 Email rcdfudp@rediffmail.com ]

E-Tender for Milk Transportation through insulated Tankers from Udaipur Dairy Plant to RCDF Plant and other Dairy Plant

Tender Notice 975 Dated 11.06.2018

**(Only for reference purpose)**

PART “B”

Financial Bid

Name of Firm	
Address of Firm	Mobile No,.....

(A) RATE FOR MILK TRANSPORT FROM CHILLING CENTERS of UDUSS Ltd., Udaipur, to UDUSS LTD., MAIN DAIRY PLANT UDAIPUR & FOR MILK TRANSPORT FROM MAIN DAIRY PLANT, MILK CHILLING CENTERS OF UDUSS LTD., UDAIPUR TO THE RCDF MILK UNIONS WITH IN & OUT SIDE RAJASTHAN / OTHER STATE CO-OPERATIVE MILK UNIONS PLANT WITHIN & OUT SIDE RAJASTHAN / OTHER STATE DAIRY PLANTS WITHIN RAJASTHAN & OUT SIDE RAJASTHAN / OTHER PROCESSING UNITS & VICE – VERSA.

प्रेषित दर BOQ में ऑन लाईन अंकित करें

Sr. No.	Registered Laden Weight of Milk Tanker	Rate per Kilometer per 15000 Kg. Milk transported for filled as well as empty trip alike on pro-rate basis	
		Rate in Rs. (in figures)	Rate in Rs. (in words)
1.	25000 Kgs.		

Except toll tax and milk insurance charges all others taxes & charges are inclusive in quoted rate by tenderer.

We hereby confirm that the rates have been quoted only for those Registered Laden Weight milk tanker(s) which have been offered by us in the tender and therefore, rates quoted for any other RLW tanker not offered by us shall be treated as invalid UDUSS Ltd., Udaipur.

Signature of Tenderer