



THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

FTC Campus, Sec-2, H.E.C., Dhurwa, Ranchi – 834004

Ph.: +91-(0651) 2270046, Email: purchase@jmf.coop

www.jmf.coop



TENDER DOCUMENT FOR

(COMPLETE BIDDING DOCUMENT)

ANNUAL RATE CONTRACT FOR SUPPLY OF VARIOUS TYPES OF PRINTED CORRUGATED BOXES (CBX) AT MEDHA DAIRY PLANT, HOTWAR

Single Stage - Two Parts Bid

Tender No. JMF-PP-012-2023-24/099

Important dates:

Publication of Tender Notice	:	19 Dec 2023
Last date of Receipt of Tender	:	10 Jan 2024 till 03:30 PM
Opening of Technical Bid (Part-1)	:	10 Jan 2024 at 04:00 PM
Opening of Financial Bid (Part-2)	:	The date of opening of Financial Bid will be informed to technically qualified bidders only.

Name of Tenderer : _____

Address : _____

Tel./ Mob. No : _____

Email Address : _____

Tender Fees: Rs. 2,000/-

EMD: Rs. 40,000/-

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TENDER NOTICE

The Jharkhand State Cooperative Milk Producers' Federation Ltd
Near F.T.C Campus, Sec-II, H.E.C., Dhurwa, Ranchi – 834004
Ph.: +91-(0651) 2270046/ 7544003404 / 7544003412
Email id: purchase@jmf.coop, website: <http://www.jmf.coop>

TENDER NOTICE

Ref: JMF:Advt:192 Date: 19 Dec 2023
Tenders are invited in SEALED ENVELOPE under two bid system (i.e. Technical & Financial Bids) from reputed eligible Bidders/Agencies for:

Sl No.	Tender details	Tender /Bidding Document No.	Tender Fee (Rs.)	EMD (Bid Security) (Rs.)	Last Date & Time for bid Submission
1.	Civil Works for Construction of 02 Milk Booths at Dhanbad	JMF-MKT-012-2023-24/0101 Dt. 19.12.2023	1,000/-	11,000/-	By 30.12.2023 till 03:30 PM
2.	Supply of Empty PP Bottle -180 ml with Cap & Conduction Sealing Film at Medha Dairy Plant, Sahibganj	JMF-PP-012-2023-24/093, Dt. 19.12.2023	1,000/-	10,000/-	By 09.01.2023 till 03:30 PM
3.	SIC of 1000 CFM Rectangular Cabinet Fan and Ducting with all accessories and 500 CFM Inline Fan with all accessories at State Central Lab, Medha Dairy Plant, Hotwar, Ranchi	JMF-QA-012-2023-24/095, Dt. 19.12.2023	Nil	2,500/-	By 09.01.2023 till 04:00 PM
4.	SIC of Nitrogen Evaporator, Ultrasonic Bath and Refrigerated Centrifuge at State Central Laboratory Hotwar, Ranchi	JMF-QA-012-2023-24/096, Dt. 19.12.2023	1,000/-	6,500/-	By 09.01.2023 till 04:30 PM
5.	Supply of Various Laboratory Glasswares and Chemicals for State Central Laboratory at Medha Dairy Plant, Hotwar, Ranchi	JMF-QA-012-2023-24/097, Dt. 19.12.2023	1,000/-	12,500/-	By 10.01.2023 till 03:00 PM
6.	ANNUAL RATE CONTRACT for Supply of Corrugated Box (CBX) at Medha Dairy Plant, Hotwar, Ranchi.	JMF-PP-012-2023-24/099 Date: 19.12.2023	2,000/-	40,000/-	By 10.01.2023 till 03:30 PM
7.	Civil Works for Construction of 14 No. Medha Milk Parlors/Booth Centers at different locations in Deoghar, Dumka and Godda Districts.	JMF-MKT-012-2023-24/0100 Date: 19.12.2023	2,000/-	1,12,000/-	By 10.01.2023 till 04:00 PM
8.	SIC of Floor Standing Server, Accessories and Laptop at Medha Dairy Plant, Hotwar, Ranchi	JMF-ICT-012-2023-24/0102 Date: 19.12.2023	NIL	5,000/-	By 11.01.2023 till 03:30 PM

For further details, interested bidders may download the respective Tender Document from JMF web site www.jmf.coop and submit their Technical & Commercial Bids along with Tender fee & EMD in the manner specified.

The corrigendum, (if required), shall only be published in JMF website but not in any other media/newspapers.

For any clarification, please contact Head (Purchase), JMF, Hotwar, Ranchi, Jharkhand-834012.

N.B Bidders are requested to be in touch with our website till the date of opening of the bids in order to be informed about any corrigendum/modification etc. in the bid documents.

PR 313740 Jharkhand Milk Federation (23-24)_D Managing Director, JMF





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Instruction to Bidder / Tenderer

1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
2. The Bid shall comprise of two envelopes (one containing the Technical Bid and the other the Financial or Price Bid) to be submitted simultaneously under one main envelope.
3. The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Format provided in Bidding/ Tender document or as requested in Bid document. The forms/ formats must be completed without any alterations to their format, and no substitutes shall be accepted.
4. Tender bid can be sent by post/ courier or submitted by hand at our office by time as specified in tender notice. Tenders received late will be rejected.
5. Bid can be submitted by hand or by post/ courier. For bids submitted by post or Courier, it is bidder's responsibility that bid reaches our office on or before the scheduled time and date.
6. In case tender opening date is declared a Holiday, bids shall be opened on next working day at the same time specified in tender.
7. The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in Bidding/ Tender document in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the Bidding/ Tender document.
8. To establish their eligibility, Bidders shall complete the eligibility criteria specified /requested in the Bid/ Tender document.
9. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and others), supply samples where asked for, demonstrate trials or carry out tests as specified in Bidding /tender document.
10. Any attempt by a Bidder to influence the Procuring Entity "The Jharkhand State Cooperative Milk Producers' Federation Ltd. (JMF)", in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
11. Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
12. To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
13. Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
14. The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. Factors not included in Qualification and Evaluation Criteria shall not be used in the evaluation of the Bidder's qualification.
15. The Bid evaluation committee shall have full powers to undertake negotiations where it deemed necessary. Negotiations may, however, be undertaken only with the lowest Bidder(s) only.
16. JMF reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
17. JMF shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.



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CHECKLIST TO BE SUBMITTED BY THE BIDDER ALONG WITH TECHNICAL BID (*)

Sr. No.	Item	Submitted Yes/No	Remarks if any
(*) Checklist is Mandatory to fill and attached with technical Bid.			
1.	EMD (Bid security) in original or payment by NEFT/RTGS submitted to JMF, Ranchi before last date of receipt		
2.	Cost of the Tender document (Rs. 2,000 /- (Rupees Two thousand Only)) submitted to JMF, Ranchi along with bid		
3.	Submitted following documents:		
i.	Certificate of incorporation of the firm (Company act/Partnership etc.)		
ii.	Registration certificate of GSTIN, PAN, PF, ESI, Registration if any		
iii.	Profit & Loss Statement, Balance sheet for last 3 financial years including audit report		
iv.	Copy of the Income Tax Returns for three previous years for income tax purpose.		
v.	Copy of TDS certificate issued by the client to substantiate the claim for the value of works executed in the private sector.		
vi.	Copy of form 26AS for the last three financial years.		
4.	Technical & Bidding Terms Deviation if any		
5.	Power of attorney submitted (If bid is signed by other than Director/MD)		



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झारखण्ड राज्य सहकारी दुग्ध उत्पादक महासंघ लिमिटेड

The Jharkhand State Co-operative Milk Producers' Federation Limited

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SECTION-I

INVITATION FOR BIDS (IFB)- LOCAL COMPETITIVE BIDDING (LCB)

SEALED BIDS ARE INVITED FOR ANNUAL RATE CONTRACT FOR SUPPLY OF VARIOUS TYPES OF PRINTED CORRUGATED BOXES (CBX) AT MEDHA DAIRY PLANT, HOTWAR- RANCHI

The Jharkhand State Cooperative Milk Producers' Federation Ltd. (JMF), registered under Jharkhand Co-operative Societies Act, 1935 is engaged in milk procurement, processing and marketing activities of item milk and milk products in the state of Jharkhand and is popularly known for its brand 'Medha'. Under an MoU, the Federation is being run & managed by the National Dairy Development Board (NDDB).

The H.O. is located at Sec-II., H.E.C., Near FTC Campus, Dhurwa, Ranchi – 834004

JMF (Jharkhand State Cooperative Milk Producers' Federation Limited, Ranchi), hereby invites tender (in sealed envelope) under two bid system i.e. technical and financial bids from the eligible bidders / manufacturers for the Annual Rate Contract for supply of VARIOUS TYPES OF PRINTED CORRUGATED BOXES (CBX) on F.O.R basis for delivery at Medha Dairy Plant, Hotwar, Ranchi.

Sl. No.	Name of Item	Est. Qty	Uom
1	Carton (CBX) Mishti Dahi 80 Gm X 12 Cup	390000	No.
2	CBX For Paneer 2 Kg (200Gm X 10 Pouch	160000	No.
3	Carton (CBX) Ghee Poly Pouch 500 Gm	4,500	No.
4	Corrugated Box (CBX)-GHEE-500GM X 06 Jars	4000	No.
5	Corrugated Box (CBX) 5-Ply –Brown For GHEE-250gm X 06 Jars	5000	No.
6	Corrugated Box (CBX) Plain Dahi 80 Gm X 12 Cup	90000	No.
7	Corrugated Box (CBX) Plain Dahi 200 Gm X 12 Cup	18000	No.

The rate quoted must be on F.O.R. site basis inclusive of loading & unloading, P&F, Insurance, Freight, GST, Cylinder Development/Printing Charges etc

The bids shall be submitted in two separate envelopes (under one main envelope superscribing: 'TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF VARIOUS TYPES OF PRINTED CORRUGATED BOXES (CBX) AT MEDHA DAIRY PLANT, HOTWAR-RANCHI').

1. Cost of Tender document (Non- Refundable) : Rs. 2,000/-
2. EMD Amount : Rs. 40,000/-
3. Tender Start Date : 19 Dec 2023
4. Tender submission End Date & Time : 10 Jan 2024 at 15.30 hours
5. Opening of Technical Bid (Part-1) : **10 Jan 2024 at 16:00 Hrs**
6. Opening of Financial Bid (Part-2) : The date of opening of Financial Bids will be informed to only qualified bidders as per Part-1 technical bid.

All the tenders will be acceptable only in 'Sealed Envelope' on or before the due date. Tenders will be opened on the prescribed date as mentioned above in the presence of the agency or their authorized representative who may like to be present in the office at Hotwar Dairy Plant of Jharkhand State Cooperative Milk Producers' Federation Limited, Ranchi.



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All tenders in which any of the prescribed conditions are not fulfilled or which have been vitiated by errors in calculations, totaling, or other discrepancies or which contain over writing in figures or words or corrections not initialed and dated will be liable to rejection.

SECTION II **INSTRUCTION TO BIDDERS**

1. MODE OF SUBMISSION OF TENDER:

SEALED-TENDERS are invited in single stage two cover system i.e. Pre-Qualification/Technical Bid (Technical Envelope) and Financial Bid (Commercial Envelope) for Supply of Printed Corrugated Boxes (CBX) For Secondary Packing as below:

Envelope 1: (Cover "A")

- 1.1. Technical Bid: - Under technical bid, the Tenderer/ bidder interested, shall fill its complete profile in the enclosed format **Section – I – 'Vendor Registration Form', Section-V** and shall provide/ submit all such documents as requested/ required.
- 1.2. The items' technical details/parameters/ specifications/ COA must be provided under the technical bid envelope.
- 1.3. Bidders qualifying the technical bid (based on the documents submitted) will be intimated to submit the samples within a stipulated time period before opening of Price bid.

Envelope 2: (Cover "B")

- 2.1. **Commercial Bid:** -Under commercial bid, the price/ rate should be quoted on F.O.R. destination basis inclusive of packing forwarding, GST, insurance & transportation charges etc. in the enclosed format -**Section-VII- 'Commercial Bid'**.
- 2.2 **Bid Currencies:** -The rate/ price should be quoted in Indian Rupees only.

Filled in tender document duly signed & stamped in all pages of tender document along with nonrefundable Tender Fees of Rs.2000/-, refundable EMD amount of Rs. 40,000/- should be submitted **on or before 10 Jan 2024 by 15:30 hrs** in a sealed cover super-scribed clearly with **"TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF VARIOUS TYPES OF PRINTED CORRUGATED BOXES (CBX) AT MEDHA DAIRY PLANT, HOTWAR-RANCHI"** at the below address:

Medha Dairy Plant,
(A Unit of Jharkhand State Co-Op. Milk Prod. Fed. Ltd.),
Beside Birsa Munda Central Jail,
Hotwar, Ranchi – 834012 (Jharkhand)
Contact no. 0651-2270046

Under this process, the Eligibility and qualification of the Applicant/ Agency will be first examined based on the detail submitted under first cover (Technical Bid) with respect to eligibility criteria and specifications prescribed in this tender document. The Price Bid under the second cover shall be opened for only those Applicants whose technical Applications are responsive to eligibility and qualifications requirements as per Tender document.



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2. Instruction to Bidder / Tenderer

1. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or authentic documentation required by the Bidding Document may result in rejection of the Bid.
2. The Bid shall comprise of two envelopes (one containing the Technical Bid and the other the Financial or Price Bid) to be submitted simultaneously under one main envelope.
3. The Bidder shall submit the Technical Bid and Financial Bid using the appropriate Bid Submission Format provided in Bidding/ Tender document or as requested in Bid document. The forms/ formats must be completed without any alterations to their format, and no substitutes shall be accepted.
4. Bids can be sent by post/ courier or submitted by hand at our office by time as specified in tender notice. Bids received late shall be rejected.
5. Bid can be submitted by hand or by post/ courier. For bids submitted by post or Courier, it is bidder's responsibility that bid reaches our office on or before the scheduled time and date.
6. In case tender opening date is declared a Holiday, bids shall be opened on next working day at the same time specified in tender.
7. The unit rates and the prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in Bidding/ Tender document in case of International Competitive Bidding (ICB). All payments shall be made in Indian Rupees only, unless otherwise specified in the Bidding/ Tender document.
8. To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid, the documentary evidence (specifications, designs and drawings and others), supply samples where asked for, demonstrate trials or carry out tests as specified in Bidding /tender document.
9. Any attempt by a Bidder to influence the Procuring Entity "The Jharkhand State Cooperative Milk Producers' Federation Ltd. (JMF)", in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.
10. Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
11. To assist in the examination, evaluation, comparison and qualification of the Technical or Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
12. Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
13. The determination of qualification of a Bidder in evaluation of Technical Bids shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder and in accordance with the qualification criteria indicated in Qualification and Evaluation Criteria. Factors not included in Qualification and Evaluation Criteria shall not be used in the evaluation of the Bidder's qualification.
14. The Bid evaluation committee shall have full powers to undertake negotiations where it deemed necessary. Negotiations may, however, be undertaken only with the lowest Bidder(s) only.
15. JMF reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.
16. JMF shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in Evaluation and Qualification Criteria and if the Bidder has been determined to be qualified to perform the contract satisfactorily.



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3. ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

The bidders must meet the following minimum qualifying criteria:

- 3.1 That, bidder in the same name & style, should be in business at least for three years at the time of bid opening. In case of change of name of the bidder by merger /acquisitions/change in status, the bidder may be eligible based on the documentary evidence.
- 3.2 That, bidder should have valid registration under various act they may be applicable for the supply/contract proposed. This shall include but not limited to Income tax, Companies Act, Goods & Service Tax (GST), Welfare Cess Act apart from any other applicable tax-imposed time to time by State/Central Govt. and Employee State Insurance, Contract Labour, Provident Fund etc.
- 3.3 That, bidder's financial turn-over in the same name & style during period 2020-21 2021-22 & 2022-23 should not be less than Rs. 20 Lakh.
- 3.4 Copy of the Income Tax Returns for three previous years for income tax purpose.
- 3.5 Copy of TDS certificate issued by the client to substantiate the claim for the value of works executed in the private sector.
- 3.6 Copy of form 26AS for the last three financial years.

4. Eligible Bidders

- i. This invitation for Bids is open to all bidders who have downloaded this bidding document in their name and meet the minimum eligibility criteria, if any, specified in this bidding document.

5. Bidding Document

- i. The fee/cost for bidding document is Rs. 2,000/-.
- ii. The Bidder shall bear all costs associated with the preparation and submission of its bid, and The Jharkhand State Coop Milk Producers' Federation Ltd will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- iii. Interested eligible bidders may obtain further information from Managing Director, The Jharkhand State Coop Milk Producers' Federation Ltd, Beside Birsa Munda Central, Jail, Hotwar, Ranchi-834012, Phone no.:+91-(0651) 2270046, Email – purchase@jmf.coop

6. Downloading the Document

- i. The bid documents will also be available in the website at <http://www.jmf.coop> and can be downloaded.
- ii. If any change/additions/ deletions/alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and JMF shall be free to take suitable action as deemed necessary.

7. Content of Bidding Documents



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7.1 The Bidding Document includes:

- a) Invitation for Bids;
- b) Instruction to Bidders;
- c) Terms & conditions of the Contract;
- d) Technical Specifications & Scope of work;
- e) Schedule of quantities;
- f) Form of Bid;
- g) Deviation statement;
- h) Acceptable form of Bank Guarantees

7.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

8. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify JMF in writing or email. JMF will respond in writing to any request for clarification of the Bidding Documents, which it receives prior to the deadline for the submission of bids. Bidders should preferably forward their queries earlier than 10 days prior to the bid submission date. Written copies of JMF's response will be sent to the respective Bidder. Also, corrigendum, if necessary, will be uploaded in the JMF's website without identifying the source of the inquiry.

9. Amendment of Bidding Documents

At any time prior to the deadline for the submission of bids, JMF may modify the bidding document by the issuance of amendment. The amendment will be uploaded on JMF web site and will be binding on them. JMF may also at its own discretion, extend the deadline for submission of bids. Before submission of the bid, the bidder should check the JMF website for any Corrigendum/additional information on the bidding document, if any.

10. Preparation of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language.

11. Submission of bid

The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. All the bidders should submit their bids in Part I – Technical Bid and Part II – Price Bid. The Technical bid (Part I) shall contain all the details EXCEPT THE PRICE.

The complete bidding document duly signed and sealed should be submitted without any modifications/alternations, as a token of their acceptance towards the scope of work, terms and conditions of the bid unconditionally.

Full details of materials including the manufacturer's name, model no. must be submitted in the portal along with Technical Bid (Part I), wherever requested.



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Bids must be submitted by the bidder at the given address not later than the time specified for receipt of the bids in the Invitation for Bids.

The Bidder cannot modify or withdraw its bid after the last date & time of bid's submission. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

The bids are to be uploaded/ submitted with drawing, specifications or as per drawings, specifications given in the tender and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.

12. Period of Validity of Bids:

The Bids shall remain valid for 120 days from the date of bid opening prescribed by the JMF. A bid valid for a shorter period shall be rejected by JMF as non-responsive.

13. Earnest Money Deposit:

13.1 All bids must be accompanied by EMD and the same should be in the form of Demand Draft or NEFT/RTGS.

13.2 In case of EMD submitted in the form of DD:

The EMD in the form of DD [in original] should be submitted latest by 12:00 pm on the date of submission of bids to communication address as stated above.

13.3 In case of EMD submitted through NEFT/RTGS:

1. Beneficiary Name	The Jharkhand State Co-op. Milk Producers' Federation Ltd
2. Beneficiary Bank & Branch	Axis Bank Ltd., Ashok Nagar Branch
3. Account Number to be credited	914020036149007
4. RTGS/IFSC Code	UTIB0000837

The payment should be made on or before 12:00 PM on the date of submission of bids.

For EMD payment, the bidder is requested to send the communication about EMD payment made by 12:30 PM on the date of submission of bids in following format through e-mail to: purchase@jmf.coop

With tender reference _____ as subject line.

The bidder is also required to submit/upload the successful transaction details along with technical bid as given below:

Name of the bidder	EMD Amount Paid in Rs.	LCB Ref. No.	DD No. with Bank Details/UTR No.	Transection date & time in case of NEFT/RTGS payment

For EMD refund through NEFT/RTGS, bank details in following format should be submitted:



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1. Beneficiary Name	:	
2. Beneficiary Bank & Branch	:	
3. Account Number to be credited	:	
4. Type of Account to be credited	:	
5. RTGS/IFSC Code	:	

13.4 The EMD may be forfeited:

- a) If a bidder withdraws or modifies its bid during the period of bid validity

OR

- b) In the case of the successful bidder, if the bidder fails to sign the Contract (i.e., return the signed copy of duplicate Purchase order, and furnish Performance Security, if asked for)

Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of the bid validity of 120 days from the date of bid opening. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.

13.5 The EMD will be forfeited in following cases:

- If the bidder withdraws its tender before the finalization of tendering process/contract.
- If the bidder fails to accept the order based on his offer (bid) and within the prescribed time.
- If the performance during the contract period is found unsatisfactory
- The Tender is liable to be rejected in case EMD at prescribed rate is not furnished along with the tender.

14. Price:

The bidder shall indicate on the Price Bid as per section-VII the final unit prices (after considering discount, if any) excluding applicable GST for the goods/ services it proposes to deliver under the contract. Bidders must submit a bid for the full quantity specified for individual capacity, failing which, such bids will not be taken into account for evaluation and comparison and will not be considered for award.

Prices indicated in the Price Bid shall be entered in the following manner

- The item wise quoted price of goods to be supplied shall be indicated in the field "Unit Rate (in Rs.)" on the portal on FOR site basis and shall include the charges for packing and forwarding, transportation, transit insurance, unloading and all other local costs incidental for delivery to their final destination, storage insurance (if asked for) and safe custody at recipient's place (If asked for), excluding GST.
- A statement indicating item wise HSN/ SAC codes considered for Supply & installation items shall be submitted along with the Technical Bid (Part I).
- Bidder shall be responsible for selection of appropriate HSN/ SAC code and applicable GST thereon for the items quoted by them.

Contractors registered under Composition Scheme of GST (Not Applicable).



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15. Fixed Price:

- i. Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract/Supply and not subject to variation on any account. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.
- ii. Payment of differential amount due to price variation on account of change in applicable taxes and duties on the invoiced items/ services shall be payable only if, the details of the taxes and duties included in the prices & HSN/ SAC code considered, is furnished in the Technical bid (Part – I). If any altogether new tax and duty is imposed on such contract after the bid opening date, the same shall be considered for payment/ reimbursement upon documentary evidence. Similarly, the differential amount shall be recovered, if the rates of taxes and duties are revised downward.

16. Bid Form:

- i) The Bidder shall complete the Bid Form furnished in the Bidding Document and submitted in the JMF Office.
- ii) All the required documents, duly signed, should be submitted on or before the specified date and time.

17. Opening of Bids

Technical bids of those bidders whose EMD in the form of Original DD have reached the office of JMF OR payment by NEFT/RTGS is received by JMF as mentioned in the IFB, shall be opened in the presence of bidder on the date and time specified in the tender document.

JMF will open the technical bids on the time and date stated in the IFB. Bidders can present at the time of opening of the bids.

Commercial bids will be opened only those bidders whose Technical Bid (Part-I) is found to be acceptable by JMF. Such eligible bidders will be intimated the date of opening of Commercial Bid (Part II) separately.

18. Evaluation of bids

1. Preliminary Evaluation

JMF will examine the technical bids to determine whether they are complete, whether required EMD and supporting documents have been furnished, and whether the bids are generally in order.

Where the bidder has quoted and the bid security furnished is inadequate, the bid will be treated as non-responsive.

JMF will also examine whether the bid is complete. If the prices of certain item are found as "0 (Zero)" it will be presumed the bidders have included the cost of such items against some other items of the price bid. The bidder shall furnish the details of such inclusions separately along with their Technical Bid (Part I).

Prior to the detailed evaluation, JMF will determine the substantial responsiveness to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material



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deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, JMF's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. JMF's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

No post-bid clarification at the initiative of the bidder shall be entertained. For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not under gone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order shall be asked for and considered so as to qualify the bidder.

In case the required clarification are not received by the Purchaser in time, the Technical bid may be treated as incomplete and non- responsive.

A bid determined as not substantially responsive will be rejected by JMF and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

JMF may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

2. Evaluation and Comparison of Bids

The Evaluation and comparison of bids shall be done on the basis of item wise quoted price (inclusive of applicable GST).

3. Currency of Bid

All bid prices shall be in Indian Rupees only.

19. Award Criteria

- i. JMF will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid on item wise basis.
- ii. JMF may award one single contract or more than one contract to the successful bidder at JMF's discretion.

20. Signing of Contract

Within 30 days from the receipt of the Purchase Order, the successful bidder shall return the duplicate copy of the Purchase Order, duly signed and sealed along with Performance Security, wherever applicable.

21. Performance Security



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- i. Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the performance security of 5% of the contract price in accordance with the Conditions of Contract, in the Performance Security Form. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract
- ii. Failure of the successful Bidder to comply with the Clause 18 and 19 (i) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

22. Rights Reserved by JMF

JMF does not bind itself to accept the lowest bid. JMF reserves the right to award the job either in part or full. JMF at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

Note:

- i. Deviations in commercial terms and conditions of the bid may be rejected
- ii. The Bidder should mention the HSN/SAC Code of each item along with the Technical Bid (Part I).
- iii. GST TDS as per section 51 of CGST Act 2017 will be deducted, if applicable.
- iv. Bidders to submit the following details along with Technical Bid (Part I):

4. State from where the goods will be supplied/ Invoices will be made:

B. Corresponding GST No. (of that state): -----

23. Address for Communication:

Group Head (Purchase)

The Jharkhand State Coop Milk Producers' Federation Ltd

Beside Birsa Munda Central Jail, Hotwar, Ranchi-834012, Jharkhand

Ph.: +91-(0651) 2270046, Email: purchase@jmf.coop





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SECTION – III

TERMS & CONDITIONS OF CONTRACT

1. The technical bids shall be scrutinized for confirming that the technical details as per the specifications given in the tender wherever applicable.
2. The bidder should submit 2 samples **of each item** along with the test report / Certificate of Analysis at the time of bid submission.
3. **Certificate of Analysis/** Food Grade Certificate shall be provided with material along with the supply.
4. Offers should be strictly according to our requirement / specification and scope of work, failing which it may not be considered.
5. The Design, Art-Work, Plates/Cylinder making and development charges, if any, will be borne by the supplier and the cost of the same should be included in the quoted price.
6. **The quoted price shall be on FOR Medha Dairy Plant, Hotwar, Ranchi Basis. The quoted price shall be inclusive of Loading & Unloading Charges, Transportation, All Applicable Taxes, Transit Insurance etc.**
7. **Clarification of Bids:** To assist in the examination, evaluation and comparison of bids, the empowered committee/ official may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids.
8. **Validity of the offer/ Quotation:** The quoted rate shall be valid for entire contract period.
9. **Payment Terms:**
 - i. **100% payment shall be released within 30 days of acceptance of materials against submission of original Invoice.**
10. **No payment shall be claimed by the supplier for cylinder /plate making charges for printing of our selected design on the Card Board Boxes. The cost of cylinders/ plate shall have to be borne by the supplier.**
11. **Force Majeure:** In the event of any unforeseen circumstances directly interfering with the supply of goods/work/service arising during the execution of order such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, earthquakes, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Bidder shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Either party shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days “notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other.
12. **Dispatch:** Since the order is placed on the basis of scheduled deliveries, the first consignment should be supplied within 10 days after receipt of delivery schedule and approved artwork whichever is later.



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13. **Penalty:** In case of default in supply at any time, 0.5% penalty per week chargeable on the total lot wise ordered value and shall be deducted from the bills. The liquidated damages shall be set off against any claims for damages due to late delivery. The total amount so deducted shall not exceed 10% of the order/contract value. Once the maximum is reached, the purchaser may consider termination of contract. The liquidated damages may be asserted until the agreed price has been paid in full.
14. **Maintaining ethical standards in business:** It is highly necessary for the manufacturers/ suppliers to ensure that business ethics are maintained at the highest degree with us. In no case we will be able to tolerate any unethical practice by the supplier / manufacturer by way of offering either cash or in kind or compensation in any form either to get the rejected material accepted or to get higher volume of the business than the approved quantity.
15. The conditions mentioned in different parts of the tender documents are co-related and explanatory to each other. If any of the points are found contradictory, JMF decision will be final and bidding
16. Each page of the tender documents should be signed by the tenderer. The Tenderer/ bidder should put his initial on all pages of the tender document.
17. Negligence on the part of the tenderer in preparing the tender confers no right for withdrawal of the tender after the bid has been submitted to the Federation.
18. The tender document submitted by a tenderer shall become the property of the Federation and the Federation shall have no obligation to return the same to the tenderer.
19. Tenderer should write rates both in figure and words in price Bid. In case of any discrepancy, rates in words will be taken into consideration.
20. **Jurisdiction:** In case of any dispute, arising out of the contract, the same will be referred to sole arbitration of M.D., Jharkhand State Cooperative Milk Producers' Federation Limited or his authorized representative whose decision in the matter will be final and binding on both the parties. For all legal matters & dispute Ranchi court shall be our jurisdiction.
21. JMF also reserves the right to cancel the bidding process or to accept or reject any or all the offers without assigning any reason thereof. Managing Director, JMF shall be Arbitrator in case of any disputes and his decision will be final and binding on both the parties. For all legal matters & dispute Ranchi court shall be our Jurisdiction. Any money found recoverable shall be recovered under the public Demand Recovery Act without prejudice to any other mode of recovery.

I/WE DECLARE THAT I/WE HAVE GONE THROUGH THE ABOVE-MENTIONED CONDITIONS BEFORE FILLING UP OUR RATES AND SUBMISSION OF THE TENDER PAPER. I/WE ARE AGREEABLE TO ABIDE WITH THESE CONDITIONS UNTIL THE FINALISATION OF THE TENDER.

Enclosure(s):

- 5.
- 6.
- 7.

Name:

Name of Firm:

Address:



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8.

9.

Signature & date:



SECTION-IV

Vendor Registration Form

No	Details		
1	Name of Vendor/ Tenderer		
2	Address Of Registered Office		
3	Address Of Factory/ Works		
4	Name Of Contact Person		
5	Contact Nos.		
6	Type Of Firm : Ltd Co/ Pvt. Ltd. / Partnership/ Proprietor		
7	Nature Of Firm: Manufacturer/ Traders / Autho. Dist. / Dealer		
8	Year Of Establishment		
9	Name Of Product, you Deal		
	Please, Specify in separate sheet (As per below Format)		
	S. No	Item Description (Shortly)	Make/Brand
10	G.S.T. No & Reg. Date		
11	PAN No & Date		
12	Turn Over Of last 3 Year (Rs.)		
13	If You have maintained any quality standard (Pl. Specify)		
14	Name Of Clients (If required, Pl. Specify in separate sheet)		
15	Min. Lead Time Required (Days)		
16	Bank Details		
	Name of Bank:		
	Branch Address:		
	Account No.:		
	IFSC Code:		
17	Documents to Be Attached		
	1. Copy of Registration + PAN Copy + GST Regn. 2. ISO Certificates 3. Autho. Dealership 4. Fin. Statements 5. Product Brochures 6. Copy of PO's (Min.5)		



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Recommendation:



झारखण्ड राज्य सहकारी दुग्ध उत्पादक महासंघ लिमिटेड

The Jharkhand State Co-operative Milk Producers' Federation

Seal & Sign. Of Vendor



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MEDHA CO. IN





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SECTION – V

Technical Specification

Sl. No.	Particular	P.Dahi 80 g	M.Dahi 80 g	Paneer 200 g	P.Dahi 200 g	Ghee Jar 250 ml	Ghee Jar 500 ml	Ghee Pouch 500 ml
A	Cardboard Box							
1	Material	3 PLY (Corrugated Fibre Board)	3 PLY (Corrugated Fibre Board)	3 PLY (Corrugated Fibre Board)	3 PLY (Corrugated Fibre Board)	5 PLY (Corrugated Fibre Board)	5 PLY (Corrugated Fibre Board)	5 PLY (Corrugated Fibre Board)
2	Printing on outer surface of CBX	“Medha Dairy”&its Logo (A Unit of The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi)	“Medha Dairy”&its Logo (A Unit of The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi)	“Medha Dairy”&its Logo (A Unit of The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi)	“Medha Dairy”&its Logo (A Unit of The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi)	“Medha Dairy”&its Logo (A Unit of The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi)	“Medha Dairy”&its Logo (A Unit of The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi)	“Medha Dairy”&its Logo (A Unit of The Jharkhand State Cooperative Milk Producers Federation Limited, Ranchi)
3	Dimension	211 x 141x 110 mm+5 mm	211 x 141x 110 mm+5 mm	211 x 141x 110 mm+5 mm	295 x 204x 120 mm+5mm	215 x 145x 120 mm+5mm	275 x 190 x 130 mm+5 mm	280 x 280 x 198 mm+5 mm
4	Weight (min)	75 g	75 g	75 g	135 g	125 g	220 g	370 g
5	GSM (min)	375 g/m2	375 g/m2	375 g/m2	400 g/m2	550 g/m2	550 g/m2	550 g/m2
6	Bursting Strength (min)	3.8 kg/cm2	3.8 kg/cm2	3.8 kg/cm2	4.3 kg/cm2	7.5 kg/cm2	7.5 kg/cm2	6.0 kg/cm2
B	Cardboard Separator							
7	No. of separator / CBX	1	1	-	1	-	-	1
8	Weight of separator (min)	10 gm	10 gm	-	18 gm	-	-	35 gm
9	Sealing of CBX after packing	Plain without any curve	Plain without any curve	Plain without any curve	Plain without any curve	Plain without any curve	Plain without any curve	Plain without any curve



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Section- VI

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs. 50/- non judicial Stamp paper by the bidder)

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/S. _____ hereby declare that the firm/company namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization/ Dairy/Cooperative from taking part in Government tenders in India.

Or

I / We _____ Manufacture / Partner(s)/ Authorized Distributor / agent of M/s. _____ hereby declare that the Firm / company namely

M/s. _____ was blacklisted or debarred by Union / State Government or any Organization Dairy/Cooperative from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false I / we are fully aware that the tender / contract will be rejected / cancelled by the Jharkhand State Coop Milk Prod Fed. Ltd, Ranchi and EMD / SD shall be forfeited.

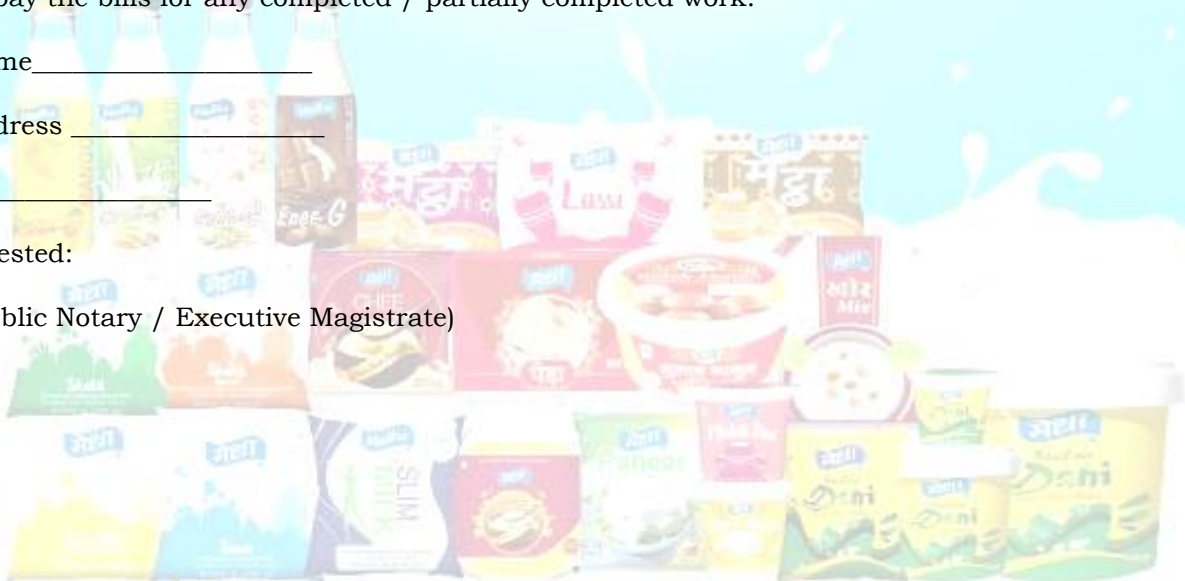
In addition to the above, Jharkhand State Coop Milk Prod Fed. Ltd, Ranchi, will not be responsible to pay the bills for any completed / partially completed work.

Name _____

Address _____

Attested:

(Public Notary / Executive Magistrate)





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SECTION- VII (Financial Bid Format)

Qtn. Ref. No. _____

Dated: ___/___/2024

Quoted price should be inclusive of Basic price, Packing & Forwarding, Freight, Transit Insurance and GST on F.O.R destination basis, mentioning delivery period.

a	b	c	d	E	f	g	h
Sl No.	Corrugated Card Board Boxes - Variants	Estimated Qty (Pcs)	CBX	Separator	Subtotal (d + e)	% GST	Grand Total Rs. per Unit (f+g)
			Rs. per Unit	Rs. per Unit	Rs. per Unit		
1	Carton (CBX) Mishti Dahi 80 Gm X 12 Cup	390000					
2	CBX For Paneer 2 Kg (200Gm X 10 Pouch	160000					
3	Carton (CBX) Ghee Poly Pouch 500 Gm	4500					
4	Corrugated Box (CBX)-GHEE-500GM X 06 Jars	4000					
5	Corrugated Box (CBX) 5-Ply -Brown For GHEE-250gm X 06 Jars	5000					
6	Corrugated Box (CBX) Plain Dahi 80 Gm X 12 Cup	90000					
7	Corrugated Box (CBX) Plain Dahi 200 Gm X 12 Cup	18000					

NOTE: The quantities mentioned are tentative which is for one year period and the deliveries shall be in phase manner as per scheduled in PO or as per JMF requirement. (The Bidder may verify with the samples of CBX available with JMF for any clarifications before quoting the price.)

Dispatch period: within 30 ___ days from the date of technically and commercially clear purchase order and approval of design / art work by the customer whichever is later.

Thanking you,

Yours faithfully,
Signature & Stamp of the Supplier/ Bidder

Name of Tenderer: _____
Name of Contact Person: _____
Post / Designation: _____



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SECTION VIII- FORM OF BID

FORM OF BID

(Bidders are requested to upload the FORM OF BID as per the Format given in this Section, filling all the blank spaces.)

Date:

Ref. No _____

TO:

The Jharkhand State Coop Milk Producers' Federation Ltd
Beside Birsa Munda Central Jail, Hotwar
Ranchi-834012, Jharkhand

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications and the Drawings included in or referred to in the Bidding Documents including Addenda Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

Our acceptance to all the conditions of the Bidding Document in this bid form shall persist over any other terms and conditions, if any, given in our bid.

We undertake, if our bid is accepted, to commence and complete delivery of all the goods and Services including installation and commissioning as specified in the Schedule of Quantities of the Bid Document, from the date of receipt of your Purchase Order.

If our bid is accepted, we will obtain the bank guarantees as per the conditions of the Contract for the due performance of the Contract.

We agree to abide by this bid for the period of 120 days from the date fixed for bid opening as per the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your Purchase Order / notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 20 .

Signature

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(In the Capacity of)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) :

Name of Witness:

Signature:

Address:





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SECTION-IX

DEVIATION STATEMENT

DEVIATION STATEMENT FORMS TECHNICAL DEVIATION

STATEMENT FORM PART-A

- (1) The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION (Including justification)	REMARKS
--------	--	---------

The technical specifications furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Dated:

Signature and seal of the
Manufacturer/Bidder

NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "**NO DEVIATIONS**"





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Email: purchase@jmf.coop



BIDDING TERMS

DEVIATION STATEMENT FORM PART-B

- (2) The following are the particulars of deviations from the requirements of the bidding conditions/terms:

CLAUSE	DEVIATION (Including justification)	REMARKS
--------	--	---------



Dated:

Signature and seal of the
Manufacturer/Bidder

NOTE:

- (1) Where there is no deviation, the statement should be returned (uploaded) duly signed with an endorsement indication "**NO DEVIATIONS**"





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SECTION X

PERFORMANCE BANK GUARANTEE

THE JHARKHAND STATE COOPERATIVE
MILK PRODUCERS' FEDERATION LTD.
SECTOR -2, H.E.C., DHURWA, RANCHI -834004
JHARKHAND.

Dear Sir / Madam,

Bank Guarantee No :
Amount INR : Rs. _____/-
Guarantee Cover from dated :
Last date for Lodgment of Claim :

THIS DEED OF Guarantee executed by [NAME OF BANK], a banking company constituted under the Companies Act, 1956 and deemed to be a constitute under the Companies Act, 1956 and deemed to be a banking company under the Banking Regulation Act, 1949 having its registered office and head office at _____ (Hereinafter referred to as "Bank") in favour of THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD., SECTOR- 2, H.E.C., DHURWA, RANCHI -834004 ,JHARKHAND, (Hereinafter referred to as "Beneficiary") for an amount not exceeding Rs. _____/- (Rupees _____ only) at the request of M/S. _____ (Hereinafter referred to as "The Supplier/Contractor")

This Guarantee is issued subject to the condition that the liability of the bank under this Guarantee is limited to maximum of Rs. _____/- (Rupees _____ only) and the guarantee shall remain in full force up to _____ (expiry date) and cannot be invoked otherwise than be a written demand under this guarantee served on the bank on or before the _____ (last claim date). The beneficiary on its own interest is advised to seek a confirmation of the issuance of this guarantee from the controlling office / head office enclosing a copy of the same.

THE H.O. ADDRESS:

NAME OF BANK

BRANCH ADDRESS:

STATE:

PIN:

E-mail:

Ph:

This Guarantee consists of 3 pages including this page.

Whereas M/s. THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD., SECTOR -2, H.E.C., DHURWA, RANCHI -834004 (hereinafter called the "Beneficiary") has placed a



THE JHARKHAND STATE COOPERATIVE MILK PRODUCERS' FEDERATION LTD.

FTC CAMPUS, SEC-2, DHURWA, RANCHI – 834004
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Purchase Order No. [REDACTED] Dated: [REDACTED] with M/s. [REDACTED]. (Hereinafter referred to as "The Supplier/ Contractor") for supply of [REDACTED] as per the terms & conditions of the Purchase Order(s).

AND WHEREAS the said Beneficiary has called upon the same Supplier to give a Performance Bank Guarantee of Rs. [REDACTED]/- (Rupees [REDACTED] only) towards due and faithful performance of suppliers obligation under the above mentioned contract.

We, [NAME OF BANK] having our office at [REDACTED]. Hereinafter referred to as "Bank" (Which expression shall, where the context so admits, administrators and assignees etc.) do hereby unconditionally and irrevocably furnish this guarantee bond and we agree, guarantee and undertake that we shall forthwith immediately and immediately upon receipt of written intimation/demand/letter/claim from your company without any deduction, reservation, protest, demur, delay or reference to M/s [REDACTED], the aforesaid sum Rs. [REDACTED]/- (Rupees [REDACTED] only) (being 10 % of the Purchase Order value) immediately upon demand being made as aforesaid, without in any manner referring to, or seeking consent of or instructions from the supplier/contractor and without in any manner, explicitly or by conduct, issuing notice of our intent to honour our commitment under this guarantee or on the issue of any instructions to the contrary issued by the contractor/supplier, any such demand made by the company on the bank shall be conclusive and dispute pending before and court, tribunal, arbitrator or any other authority or and instructions. Letter contrarily issued by the contractor to be in force and enforceable till it is specifically discharged by the company during its validity period.

This guarantee shall not be affected by and change in the constitutions of the Bank of the Beneficiary or the Supplier/Contractor nor shall this guarantee be affected by any change in the constitution of the Beneficiary/ Supplier/Contractor by enforceable by such body or corporation.

The Beneficiary may without affecting Bank's liabilities & obligations hereunder grant time or other indulgence to or compound with the Supplier or enter into any agreement of the terms and conditions or agree to vary any of the terms and conditions of the said order.

This guarantee is given to ensure the performance of the said contract within the completion time stipulated AND Supplier/Contractor meet all warranty obligations during Defect Liability period. In case of non-fulfilling the warranty obligations found by the Supplier/Contractor during the Bank guarantee Period, the Beneficiary can invoke the bank guarantee amount in written intimation/demand/letter/claim to Bank without any deduction, reservation, protest, demur, delay or reference to M/s [REDACTED], the aforesaid sum Rs. [REDACTED]/- (Rupees [REDACTED] only) (being 10 % of the Project/ PO/WO value) immediately.

AND WHEREAS the said Beneficiary has agreed to accept a guarantee from us, we, the said banker do hereby undertake to pay the Beneficiary immediately upon receipt of a demand to the extent of Rs. [REDACTED]/- (Rupees [REDACTED] only) against any loss or damage caused to or suffered by the Beneficiary by reason of the non-performance as per the PO in the period of this guarantee i.e. up to [REDACTED].

Notwithstanding anything contained herein –

1. Our liability under the bank guarantee shall not exceed of Rs. [REDACTED]/- (Rupees [REDACTED] only)
2. This guarantee shall be valid till [REDACTED].
3. We shall be liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon as written claim or demand on or before [REDACTED].
4. Thereafter all your right under this guarantee shall be forfeited and we shall be realised from all our liabilities hereunder irrespective of whether the guarantee in original is returned to us or not.
5. All disputes would be settled within Ranchi Jurisdiction of court of law only.