



# 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](mailto:purchase@jmf.coop)

[www.jmf.coop](http://www.jmf.coop)



## TENDER DOCUMENT

# **FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY EQUIPMENT AT MEDHA DAIRY PLANT, HOTWAR, RANCHI**

### **Single Stage - Two Envelop Bid**

**Tender No. JMF-QA-09-2023-24/066**

Important dates:

Tender Release/ Request date	:	<b>15 Sep 2023</b>
Last date of Receipt of Tender	:	<b>06 Oct 2023 till 04:00 PM</b>
Opening of Technical Bid (Part-1)	:	<b>06 Oct 2023 till 04:30 PM</b>
Opening of Financial Bid (Part-2)	:	The date of opening of Financial Bid will be informed to technically qualified bidders

**Name of Tenderer:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Tel./ Mob. no:** \_\_\_\_\_

**Email** \_\_\_\_\_

***The tenderer shall sign on the last page together with initials on every page. Initial/signature will indicate the acceptance of the tender terms and conditions by the tenderer.***

**Tender Fee: 1,000/-**

**EMD Amount RS 5,000/-**

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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](mailto:purchase@jmf.coop), website: <http://www.jmf.coop>

**TENDER NOTICE** **Date: 15 Sep 2023**  
**Sealed Tenders are invited 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.	Construction of <b>01-BHK Staff Quarter</b> at Medha Dairy Plant, Palamu	JMF-PP-09-2023-24 /064, Dt. 15.09.2023	2,000/-	2,21,000/-	06 Oct 2023 by 15:00 Hrs
2.	SITC Of 20 KLPH Water Softener System at Medha Dairy Plant, Hotwar	JMF-PP-09-2023-24 /065, Dt. 15.09.2023	2,000/-	11,000/-	06 Oct 2023 by 15:30 Hrs
3.	SITC OF LABORATORY EQUIPMENT AT MEDHA DAIRY PLANT, HOTWAR, RANCHI	JMF-QA-09-2023-24 /066, Dt. 15.09.2023	1,000/-	5,000/-	06 Oct 2023 by 16:00 Hrs
4.	Construction of <b>Boundary Wall</b> for Medha Dairy Plant Sarath, Deoghar.	JMF-PP-09-2023-24 /067, Dt. 15.09.2023	2,000/-	1,40,000/-	07 Oct 2023 by 15:00 Hrs
5.	Construction of <b>02-BHK Staff Quarter</b> at Medha Dairy Plant, Sarath, Deoghar.	JMF-PP-09-2023-24 /068, Dt. 15.09.2023	2,000/-	2,00,000/-	07 Oct 2023 by 15:30 Hrs
6.	Construction of <b>01-BHK Staff Quarter</b> at Medha dairy Plant, Sarath, Deoghar.	JMF-PP-09-2023-24 /069, Dt. 15.09.2023	2,000/-	1,51,000/-	07 Oct 2023 by 16:00 Hrs
7.	SIC of <b>Instant Milk Chiller (Hybrid Model- Solar &amp; Grid) of 500 Ltr. capacity (250 Ltr. Per Session)</b> with all required accessories at various location in Jharkhand	JMF-PI-09-2023-24 / 070, Dt. 15.09.2023	1,000/-	10,000/-	07 Oct 2023 by 16:30 Hrs

**For further details pertaining to tenders, please visit our website: [www.jmf.coop](http://www.jmf.coop) and download the tender document.**  
**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 306937 (Jharkhand Milk Federation)23-24<sup>D</sup>** **Managing Director, JMF**





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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 ( <b>Rs. 1,000 /- (Rupees One thousand Only)</b> ) submitted to JMF, Ranchi before last date of receipt		
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 SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY EQUIPMENT AT MEDHA DAIRY PLANT, HOTWAR

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 manufacturers/ Authorised Distributors/Dealers for the purchase of Laboratory Equipment as per attached technical specification on F.O.R Hotwar Dairy Plant basis.

Sl. No.	Name of Item	Req. Qty	Remarks
1	Lovibond Comparator	1 No.	<b>The rate quoted must be on F.O.R. site basis inclusive of P&amp;F, Insurance, Freight, GST, Loading &amp; Unloading Charges etc</b>
2	Bioluminator	2 No.	

**The bids shall be submitted in two separate envelopes** (under one main envelope super-scribing: **“TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY EQUIPMENT”**).

1. Tender Fees (non-Refundable) : 1,000/-
2. EMD Amount : Rs. 5,000/-
3. Tender Start Date : 15 Sep 2023
4. Tender submission Date & Time : 06 Oct 2023 at 04.00 PM
5. Opening of Technical Bid (Part-1) : **06 Oct 2023 till 04:30 PM**
6. Opening of Financial Bid (Part-2) : The date of opening of Financial Bids will be informed to 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.

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.



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## 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, Installation, Testing & Commissioning of Laboratory Equipment's 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. 2,000/-, refundable EMD amount of Rs. 56,000/- should be submitted **on or before 06 Oct 2023 by 04:00 PM** in a sealed cover super-scribed clearly with **"TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF LABORATORY EQUIPMENT"** 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 2019-20, 2020-21 & 2021-22 should not be less than Rs. 5 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. 1,000/-.
- 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](mailto: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

- 7.1 The Bidding Document includes:





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- 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 website 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.



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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.

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:

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](mailto: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.	Transaction date & time in case of NEFT/RTGS payment

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

1. Beneficiary Name	The Jharkhand State Co-op. Milk Producers' Federation Ltd
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2. Beneficiary Bank & Branch	State Bank of India, HEC SECTOR II, RANCHI
3. Account Number to be credited	33842021519
4. RTGS/IFSC Code	SBIN0005596

#### 13.4 The EMD may be forfeited:

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



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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 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 bid will 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



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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

- i. Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the performance security of 10% 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

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## SECTION – III

### Terms & Conditions of Contract

- 1.1 The rate should be on the FOR-destination basis as mentioned in tender document. The element of Goods & Service Tax, freight/ P&F/ Octroi, discount or any should be mentioned clearly stated, failing which it will be presumed that these elements are included in the rates quoted for. Breakup of the price quoted should be given.
- 1.2 The rate quoted and accepted will be binding on the tenderer till completion of the contract and on no account any increase in the price will be entertained till the completion of contract period.
- 1.3 In case of sub -standard quality, materials shall be rejected & payment for the same shall not be released.
- 1.4 The goods will be properly packed before dispatch. All losses in transit due to improper / poor packing will be borne by the supplier.
- 1.5 The Jharkhand Milk Federation also reserves the option to go in for the purchase of material at the risk and cost of the successful tenderers, if the party fails to give supplies as per our specifications and schedule. The extra amount if any, in doing so will be recoverable from the defaulter.
- 1.6 No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc. committed by the tenderers in the tender forms shall not be considered after opening of tenders.
- 1.7 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.
- 1.8 If any supplier has any genuine problem beyond his control for arranging the supplies as per our schedule, he will have to get the extension in delivery schedule well in time, failing which schedule given to him in original will be final. Request for extension in delivery schedule after expiry of schedule time and supply will not be entertained.
- 1.9 In case of non-supply of the material or any act of commission or omission of a supplier, the Jharkhand Milk Federation may cancel the tender & forfeit the earnest money of the party. In case of Major commission/omission, the party may be debarred/ black listed.
- 1.10 Even after inspection, if any defective material is observed during usage, the same shall stand rejected. It will not be obligatory to accept the lowest tender and the JMF reserves the right to accept/reject/scrap any or all of the tenders without assigning any reasons.
- 1.11 The suppliers should be capable to supply the entire requirement. However, JMF reserves the right to engage more than one supplier for critical item & for item required in large quantity.
- 1.12 **Warranty:** 1 year from the date of Installation.
- 1.13 **Payment Terms:** -
  - 1.13.1 **PAYMENT TERMS:** 90% within 30 days from the date of completion of job and balance 10% after completion of warranty period or against submission of a



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Performance bank guarantee of equivalent amount valid till completion of warranty period plus 90 days claim period.

- 1.13.2 The payments shall be made through NEFT/RTGS and all payments shall be made in Indian Rupees only.
- 1.13.3 **For Maintenance Contract (2 Years):** 50% payment on half yearly basis after completion of Job & submission of bills.
- 1.13.4 The payments shall be made through NEFT/RTGS and all payments shall be made in Indian Rupees only.
- 1.14 **Penalty:** Should the Supplier anticipate difficulties that may prevent him from delivering on time or in the agreed quality, he shall notify the Purchaser thereof immediately, stating the reasons. IN ADDITION, IN CASE OF FAULT OF THE SUPPLIER THE PURCHASER SHALL BE ENTITLED TO DEMAND PAYMENT OF A LIQUIDATED DAMAGES AMOUNTING TO 0.5% OF THE VALUE OF THE LATE GOODS/SERVICES PER STARTED WEEK OF DELAY OF THE TOTAL VALUE OF THE ORDER. THE LIQUIDATED DAMAGES SHALL BE SET OFF AGAINST ANY CLAIMS FOR DAMAGES DUE TO LATE DELIVERY. (IN CASE THE ORDER IS ISSUED WITH PHASE WISE DELIVERIES / PER LOT BASIS, THE LD CLAUSE WILL EFFECT ON THE RESPECTIVE CONSIGNMENT/ DELIVERY). THE TOTAL AMOUNT SO DEDUCTED SHALL NOT EXCEED 10% OF THE TOTAL 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. No deduction for LD will be applicable for delays less than a week.
- 1.15 **Registration of Goods:** If require under the Applicable Law, goods supplied under the contract shall be registered for use in India.
- 1.16 **Patent Rights:** The supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
- 1.17 **Packing:** The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Purchase Order.
- 1.18 **Delivery Time:** The items shall be supplied within 60 days from the date of acceptance of the order and details given in the Requirement Details under the Eligibility Section.
- 1.19 **Order Cancellation.** Purchaser may cancel any order arising out of this Tender in whole or in part, without liability if, (i) Services / Products have not been supplied/ performed as per terms of Order/ Contract, (ii) Product /Service deliveries are not made at the time and/ or in the quantities specified; (iii) Products /Services fail to comply with any applicable law or regulation.
- 1.20 **Right of Acceptance:** The Jharkhand State Cooperative Milk Producers' Federation Ltd. does not pledge itself to accept the lowest or any bid and reserves to itself the right to accept the whole or any part of the bid or portion of the quantity offered. The bidder is at liberty to bid for whole or any portion or to state in the bid that the rates quoted shall apply only if the entire quantity is taken from them
- 1.21 **Subletting & Subrogation:** The contractor shall not except with the prior consent in writing of the buyer, sublet, transfer or assign the contract or part of the contract





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thereof or interest therein or benefit or advantage thereof in any manner whatsoever, to others.

- 1.22 **Inspection & Acceptance:** The equipment under the purview of your supply should be inspected by your own technical experts at your works and such inspection report should be forwarded to us in triplicate along with dispatch documents.

Notwithstanding whether factory inspection is made or omitted upon arrival at delivery point and prior to the acceptance of the equipment and machinery delivered, the buyer shall have right to inspect them giving representative of the supplier an opportunity to be present. Upon acceptance an appropriate certificate will be issued.

- 1.23 **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.

- 1.24 **Code of Ethics:** The Purchaser as well as the Bidder shall observe the highest standard of ethics including laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”, during the procurement or execution of such supply, installation and commissioning orders. If the bidders are found in Bid pooling or against law against fraud and corruption, then their firms may be blacklisted.

- 1.25 **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.

- 1.26 JMF 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.

- 1.27 The tender document submitted by a tenderer shall become the property of the JMF and JMF shall have no obligation to return the same to the tenderer.

- 1.28 **Each page of the tender documents should be signed by the tenderer.**

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 finalization of the tender.

## **Enclosure(s):**

**Name of the Firm:**

**Signature & Stamp:**

**Name of Authorized Person:**



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## 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.)	5. 2. 3.	
13	If You have maintained any quality standard (Pl. Specify)		
14	Name Of Clients (If required, Pl. Specify in separate sheet)	1. 2. 3.	
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)	
Recommendation:			
<b>Seal &amp; Sign. Of Vendor</b>			



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## SECTION – V

### Technical Specification

#### Technical Specification of Lovibond Comparator for Alkaline Phosphates Test

- a) **Area of Application:** - To Check Alkaline phosphate activity in pasteurized milk, Ice cream and dahi.
- b) **Comparator Kit:** - To be supplied with following components as specified in Table.

**Table**

Sr. No	Components	Specification	Req. Qty
1.1	Comparator Standard Disc	a) Disc giving reading at 0,6,10,14,18,25 and 42 $\mu\text{g}$ of p-nitro phenol per ml milk b) Comparator disc shall freely rotate in the standard comparator for comparing the sample in cell with standard colour	1
1.2	Comparator	c) Compatible to hold the standard disc (as specified in point 1.1) and glass cells (as specified in point 1.3)	1
1.3	Glass Cells	d) Height of 25mm of Uniform size	2 Pairs
1.4	Day Light Unit	e) A day light unit as a source of artificial light, capable of holding the comparator with disc and glass cells (as specified in point 1.1, 1.2 and 1.3)	1

#### **Other Requirement:**

1. Warranty period of Lovibond comparator should be minimum 1 year from the date of installation.
2. Commissioning and Installation will be done by the party at Hotwar, Ranchi.
3. At the time of installation, the performance of the equipment should be demonstrated as per the provided specification or OEM catalogue, whichever is better.
4. The accessories required for commissioning of the equipment shall be in the scope of supplier





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## TECHNICAL SPECIFICATION OF BIOLUMINOMETER

Product Description		BIOLUMINOMETER
Application		Measures cell count in SWAB samples. This is based on Luciferin-Luciferase interaction inducted by ATP present in the Bacterial cell.
Sl. No.	Parameter	Specification
1	Application	Measures tests for ATP from surface and liquid samples, high sensitivity ATP/Allergen Prevention, Total Viable Count, Enterobacteriaceae, Coliform, E.Coli, Listeria Spp., Listeria monocytogenes, Alkaline Phosphatase, and Acid Phosphatase
2	Sensitive	Can detect down to 0.1 femtomoles of ATP
3	Display	Digital Display, Large viewable screen with backlight and optional bold text
4	Feature	Advanced photodiode technology- internal solid stage detector is not damaged by drops & shakes, small, lightweight, handheld instrument
5	Memory Capacity	<ul style="list-style-type: none"> <li>• 100 test plans</li> <li>• 200 user IDs</li> <li>• 5,000 test locations</li> </ul>
6	Battery	Powered by 2 x AA batteries for several months of uninterrupted use
7	Bio luminometer's Swab for Coliform	(a) Can detect Coliform (b) Detection Time - Enumeration – 6 hours & Presence/Absence – 8 hrs.
8	Bio luminometer's Swab for Total Viable Count	(a) Can detect Gram positive & Gram negative, Aerobic and Facultative Bacteria (b) Detection Time - Enumeration – 7 hours
9	Other	At the time of installation, the performance of the equipment should be demonstrated as per the provided specification or OEM catalogue, whichever is better. The accessories required for commissioning of the equipment shall be in the scope of supplier





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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: \_\_\_/\_\_\_/2023

Sl. No.	Item Description	Unit	Qty Req.	Unit Rate (Rs.)	Total Amt. (Rs.)
<b>SUPPLY, INSTALLATION, TESTING &amp; COMMISSIONING OF</b>					
1	Lovibond Comparator	No.	01		
2	Bioluminator	No.	02		
				<b>Subtotal 1:</b>	
				<b>Discount (if any):</b> ___%	
				<b>P &amp; F:</b>	
				<b>Subtotal 2:</b>	
				<b>GST:</b> ___%	
				<b>Total Landed Cost (F.O.R.):</b>	

(In Words) Rupees \_\_\_\_\_)

**Warranty/Guarantee:** The Bidder should warrant that the goods supplied are new, unused, of the most recent or current models. The Bidder further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials, or workmanship.

The **warranty/ guarantee is for** \_\_\_\_\_ **months** after the Goods have been delivered at site, installed and accepted by the Purchaser.

**Annual Maintenance Contract shall be issued after expiry of warranty period and the order for required spares & consumables shall be placed on time-to-time basis as per actual requirement.**

Thanking you,

Name of Tenderer: \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_

Post / Designation: \_\_\_\_\_

Yours faithfully,  
Signature & Stamp of the Supplier/ Bidder



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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.



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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

(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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झारखण्ड राज्य सहकारी दुग्ध उत्पादक महासंघ लिमिटेड  
The Jharkhand State Co-operative Milk Producers' Federation Limited

## 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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## **BIDDING TERMS**

### **DEVIATION STATEMENT FORM PART-B**

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

CLAUSE (Including justification)	DEVIATION	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**"





# 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](mailto:purchase@jmf.coop)  
[www.jmf.coop](http://www.jmf.coop)



## 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 Lodgement 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:



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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 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])



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\_\_\_\_\_ 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. \_\_\_\_\_/- (Rupees \_\_\_\_\_ 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 \_\_\_\_\_.

Notwithstanding anything contained herein –

1. Our liability under the bank guarantee shall not exceed of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
2. This guarantee shall be valid till \_\_\_\_\_.
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 \_\_\_\_\_.
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.

