



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



TENDER DOCUMENT

FOR HANDLING, LIFTING AND TRANSPORTATION OF COAL

Single Stage – Two Envelop Bid

Tender No.:

Date of Tender : 26 June 2023
Last date for submission of Tender : 17 July 2023 by 15:00 hrs

Filled in tender document duly signed & stamped in all pages of tender document should reach us on or before date at the below address:

Opening of Technical Tender:

Date: 17 July 2023 at 15.30 Hrs

At Medha Dairy Plant,
Hotwar, (Khelgaon), Ranchi,
Jharkhand - 834012

Opening of Financial Tender:

Shall be notified to successful bidder/s after
evaluation of Technical Bid.

Name of Tenderer : _____
Address: _____
: _____
Off. Ph. No. : _____ Mobile No. : _____
Email ID : _____ Website : _____

Tender Fees (Rs.)- 1,000/-

EMD (Rs.) 18,000/-

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

1. CHECK LIST

1. Name and address of the tenderer given. Y/N
2. Phone/mobile no. given. Y/N
3. Rate quoted as per SOQ. Y/N
4. (a) Enclosed details for EMD amount of Rs. 18,000/- as EMD Y/N
(b)Details for Tender Fees for Rs. 1,000/- as enclosed Y/N
5. Photocopy of PAN no. & Aadhaar enclosed. Y/N
6. Photocopy of three years Audited balance sheet enclosed Y/N
7. Photocopy of three years IT return enclosed Y/N
8. Coal transportation registration certificate enclosed Y/N
9. Contracts for similar type of jobs enclosed. Y/N
10. Self-declaration as regard no involvement in criminal cases enclosed Y/N
11. Tender document duly signed with seal on each page Y/N
12. Sealed envelope super scribed with “Tender for coal Handling Agent” Y/N
13. Self-attested photocopy of partnership/company memorandum, if applied Y/N
as firm

Signature of tenderer with office stamp



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SECTION-I

INVITATION FOR BIDS (IFB)- LOCAL COMPETITIVE BIDDING (LCB) **SEALED TENDER IS BEING INVITED FOR HANDLING, LIFTING AND** **TRANSPORTATION OF COAL FOR 1 YEAR PERIOD**

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)**.

Sealed tenders/offers are invited from reputed Agency/ Coal Trader/Suppliers for Registration of Coal Handling Agents for Handling, Lifting and Transportation of Coal.

The office is located at Ranchi and is inviting offers as per prescribed Performa.

Sl. No.	Description	Qty	Remarks
1	Handling, Lifting and Transportation of Coal from Central Coalfields Ltd (CCL)/Bharat Coking Coal Ltd collieries till Medha Dairy Plant, Hotwar, Ranchi	1200 MT	The rate quoted must be on F.O.R. basis inclusive of P&F, Insurance, Freight, GST etc for delivery at Medha Dairy Plant, Beside Birsa Munda Central Jail, Hotwar, Ranchi, Jharkhand- 835217

The bids shall be submitted in two separate envelopes (under one main envelope super-scribing: **'TENDER FOR REGISTRATION OF COAL HANDLING AGENTS FOR HANDLING, LIFTING AND TRANSPORTATION OF COAL TO MEDHA DAIRY PLANT, HOTWAR, RANCHI'**).

1. Cost of documents (Non- Refundable) : Rs. 1,000/-
2. EMD Amount : Rs. 18,000/-
3. Tender Start Date : 26 June 2023
4. Tender submission End Date & Time : 17 July 2023 at 15.00 hours
5. Opening of Technical Bid (Part-1) : **17 July 2023 till 15:30 Hrs**
6. Opening of Financial Bid (Part-2) : The date of opening of Financial Bid 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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MODE OF TENDER SUBMISSION:

The evaluation will be done successful Bidder, whose bids are found eligible and has offered the lowest landed cost to Medha Dairy plant, Hotwar, Ranchi.

Sealed tenders are invited from the experienced coal handling agents for handling, lifting and transportation of coal from CCL & BCCL coal fields to Medha Dairy plant, Hotwar, Ranchi against E-Auction allotment under annual rate contract.

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 must be provided under the technical bid envelope.

Envelope 2: (Cover “B”)

- 2.1. **Price 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-V- ‘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. 1000/-, refundable EMD amount of Rs. 18,000/- should be submitted **on or before 17 July 2023 by 15:00 hrs** in a sealed cover super-scribed clearly with **“TENDER FOR REGISTRATION OF COAL HANDLING AGENTS FOR HANDLING, LIFTING AND TRANSPORTATION OF COAL FROM 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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Section-II

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. In case tender opening date is declared a Holiday, bids shall be opened on next working day at the same time specified in tender.
6. 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.
7. To establish their eligibility, Bidders shall complete the eligibility criteria specified /requested in the Bid/ Tender document.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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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ELIGIBILITY AND QUALIFICATION REQUIREMENTS:

The bidders must meet the following minimum qualifying criteria:

- 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.
- 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.
- 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. 10 Lakh.
- Copy of the Income Tax Returns for three previous years for income tax purpose.
- Copy of TDS certificate issued by the client to substantiate the claim for the value of works executed in the private sector.
- Copy of form 26AS for the last three financial years.

Interested bidders are instructed to read the complete bid document carefully and submit their valuable Tender on or before the due date mentioned above.

Late submission of Tender & Tender sent through email will not be considered in any case.

1. Eligible Bidders

- This invitation for Bids is open to all bidders who meets the minimum eligibility criteria, if any, as specified in this bidding document.

2. Bidding Document

- The fee/cost for bidding document is Rs. 2,000/-.
- 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.
- 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

3. Downloading the Document

- The bid documents will also be available in the website at <http://www.jmf.coop> and can be downloaded.
- 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.

4. Clarification of Bidding Documents



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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.

5. 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.

6. 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.

7. 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.

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.

8. 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.

9. Earnest Money Deposit:



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

9.2 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.

9.3 In case of EMD submitted through NEFT/RTGS:

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

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

9.4 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



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the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.

9.5 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.

10. 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)

11. Fixed Price:

- 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.
- 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.

12. Bid Form:

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

13. 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.



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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.

14. 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 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 is 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 location wise quoted price including applicable GST.

3. Currency of Bid

All bid prices shall be in Indian Rupees only.

15. Award Criteria



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- 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 location wise basis.
- ii. JMF may award one single contract or more than one contract to the successful bidder/s at JMF's discretion.

16. Signing of Contract

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

17. Performance Security

- i. Within 30 days of receipt of the Work order, the successful bidder shall furnish the performance security of 10% of the contract value in form DD in accordance with the Conditions of Contract. 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. The same shall be refunded within 30 days from the date of completion of contract.

18. 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:

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

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

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

19. 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 AND CONDITIONS: -

1. The tenderer shall have no any criminal case for theft in transportation of material/ coal. Self-declaration to be enclosed if any case is pending/punishment given/fine imposed (enclose details).
2. Two nos. of passport size photograph of the applicant to be attached with the tender form with name written on the back side and self-attested.
3. JMF reserves the right to accept or reject one or all the tender offers without assigning any reason thereof.
 - a. The tenderer shall enclose a demand draft of Rs. 18,000/- (Rupees Eighteen Thousand only) as earnest money deposit to be drawn in favor of “The Jharkhand State Co-operative Milk Producers’ Federation Ltd.,” payable at “Ranchi” along with bid.
 - b. Any tender which is not accompanied by the Earnest Money Deposit as mentioned above shall be rejected. The Earnest Money of unsuccessful tenderer shall be returned within 120 days from the date of bid opening
 - c. the Earnest money deposit of successful tenderer shall be returned after completion of contractual formalities.
 - d. No interest shall be paid on the EMD for the entire period during which it is retained by JMF.
 - e. The tenderer shall state his complete address in the tender at which the work order, notice & further correspondence pertaining to the tender and agreement shall be sent. Any change in address subsequently shall also be notified in writing to JMF.
4. **The Coal Handling Agent has to take full care of quantity & quality of coal. Maximum tolerance of 1.0% will be allowed on the loaded quantity. Any shortage beyond this limit will be deducted from the submitted bills.**
5. The rate shall be quoted on F.O.R Plant basis inclusive of all applicable taxes, duties and charges.
6. Contractor will be liable to bear any losses due to delay in lifting of the DO quantity because of timely placement of vehicle for transporting coal. The amount of losses incurred shall be mutually decided
7. Period of contract will be for one year from the date of issuance of the work order.
8. The contract may be extended for a further period of one year on mutual consent of the contractor and JMF if the performance of the coal handling is found satisfactory.
9. Work order will be issued by The Jharkhand State Cooperative Milk Producers’ Federation Ltd, Ranchi to the successful bidder. An agreement on non-judicial stamp paper of Rs. 100/- (One Hundred only) will have to be made by successful tenderer as per the terms and conditions of the contract.
10. JMF reserves right to terminate this contract by giving one-month notice without assigning any reason thereof where no claim shall be payable by JMF to the party.
11. The tenderer shall closely monitor the activity of drivers or his employees and not allow them to engage in any anti-social activities at any cost. In case, any of his employees is found indulging in such activity, the tenderer will be asked to withdraw such employee immediately.
12. At the time of dispatch of coal, the transporter should strictly adhere to following sub-clauses to declare information prior to dispatch of coal.



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- i. The truck should reach destination within 6 hours of dispatch.
 - ii. The number of authorized trucks while lifting coal in a particular day including name of drivers on the vehicles.
 - iii. The time and date of dispatch and its tentative time of arrival of any truck to Medha Dairy Plant, Hotwar, Ranchi on daily basis.
 - iv. The quantity of coal being dispatched in each truck on day to day basis including truck which would unload coal to Medha Dairy Plant.
 - v. Any other points which determine the safe dispatch of carrying commodity in particular would be remained open for enquiry by Competent Authority, JMF.
 - vi. It is needless to say that the occasional unscrupulous practices so adopted by the truck driver like pilfer aging the content or any other nuisance, would be taken exceptionally and as per clause of the agreement even harshly apart from exercising stringent legal action up to the extent of launching F.I.R to local Thana, imprisonment and trial including imposing monetary penalty etc. to the transporting firm.
13. Tender to be submitted through registered/ courier post/speed post only.
14. The rate shall be valid for one calendar year from the date of award of contract and no change in rate shall be admissible due to change in rate of diesel during the contract period. Any liabilities arising due to change in law in force etc. during the contract period shall be the sole liability of the tenderer.
15. In case of failure to attach the relevant copies as stipulated above, the facts written in the tender shall not be considered as valid and no post tender fact shall be entertained.
16. The tenderer shall be solely responsible for compensation of any loss to the third party(ies) arising due to accidents, flood, fire, riots and natural calamities etc. or whatever may be the reason during the transportation of coal.
17. The tenderer shall have own fleet of trucks or with outside firms with valid copy of agreement.
18. The tender shall be rejected in case of tenderer fails to submit the details as per checklist Sl no. **1,2,3,4,5 6,7,8,9,10,11,12 & 13.**
19. Tender will be opened before the committee on dated **19.07.2023 at 15.00** Hrs in the presence of the tenderer or their authorized representative who wants to be present.
20. If the successful tenderer fails to lift the allotted quantity of coal within the stipulated time, the Earnest/Security Money paid by him stands to be forfeited and the remaining quantity for lifting will be transported from any other source at vendor's risk & cost. The additional amount so spent shall be recovered from the pending bill or security deposit of the transporter besides black listing.
21. In case of any dispute the decision of The Managing Director, The Jharkhand State Cooperative Milk Producers Federation Ltd., Ranchi will be final & binding.
22. For all legal matters and dispute, Ranchi Court shall be the jurisdiction. Any money found recoverable shall be recovered under the provision of public Demand Recovery Act prejudice to any other mode of recovery.
23. In case tender opening date is declared a holiday, tenders shall be opened on next working day at the same time specified above.
24. **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



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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.

25. **Maintaining ethical standards in business:** It is highly necessary for the Agency/ 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.
26. 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.
27. 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
28. Each page of the tender documents should be signed & stamped by the tenderer. The Tenderer/ bidder should put his initial on all pages of the tender document.
29. 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.
30. **Payment Terms:** 100% within 30 days after receipt and acceptance of the consignment at Plant on submission of ORIGINAL Bills along with documents from collieries. The payment will be made through NEFT/RTGS only.
31. **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.
32. Any cutting/overwriting in the rate mentioned in the commercial bid shall lead to cancellation of the bid.

OTHER TERMS & CONDITIONS OF THE TENDER:

- a. Tenderer is not allowed to use his own discretion in any respect once the Purchase Order is placed. Any change or amendment is required for execution of work, a written confirmation to this effect should be obtained in advance. The quantity projected may be increased/decreased or the Orders may be split to selected contractors as per discretion of the Jharkhand Milk Federation.
- b. 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.
- c. **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.
- d. On finalization of the tender, the Work Order shall be placed to the successful bidder along with detail terms & conditions for carrying out services. The Jharkhand Milk



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Federation has complete discrepancy power to allot the quantities among the successful bidder.

- e. JMF reserves the right to approve more than one contractor at different rates. The party other than the lowest bidder shall be termed as alternate contractor(s). The Work Order on such alternate contractor (s) shall be placed on failure of the first party on account of non-confirmation to the prescribed /services/ other terms & conditions as given in the Tender document/Work Order. This shall be deemed risk service.
- f. 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.
- g. Parties who have been suppliers of JMF in the past shall also have to comply with all these conditions. No relaxation whatsoever shall be given to them

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):

Name:

Name of Firm:

Address:

Signature & date:





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2. TENDERER'S PROFILE

Section-IV

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.)		
	1.	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. Fin. Statements 3. Product Brochures 4. Copy of PO's (Min.5)		
Recommendation:			
Seal & Sign. Of Vendor			



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TECHNICAL DETAILS

Section-V

1. Name of Tenderer:
2. Father's Name:
3. Status of Tenderer (individual/partnership firm/company):
(Enclose self-attested photocopy of relevant documents)
4. Full Address and contact phone no./ Mobile no. of Tenderer:
E-mail ID:
(Enclose self-attested photocopy of valid Identity proof & Address proof)
5. Trading/Business Registration no.
 - (a) PAN no. (Enclosed Self attested photocopy)
 - (b) Goods & Service Tax registration no.
 - (c) Coal Transportation registration no. (Enclose proof)
6. Earnest money deposit details: -
 - (a) Name of bank: -
 - (b) Amount: - Rs. 18,000/- (Eighteen Thousand only)
 - (c) D.D no. & date: / NEFT DETAILS-
7. Annual Business income (As per audited P/L)
Year Income
8. Experience Details.

Organizations	Period of Assignment	Scope of Work, Work Order Copy attached

(Declaration)

I Do hereby certify that the particulars furnished above are correct and true to the best of my knowledge. I have read the tender terms and conditions carefully and agreed to abide by the same.

Signature with seal of tenderer

Place:

Date:

Encl: As above.



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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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3. COMMERCIAL BID

Section-VII

FOR MEDHA DAIRY PLANT, HOTWAR, RANCHI FOR ESTIMATED QUANTITY 1200 MT

Sl No.	Description	ESTIMATED Qty	Rate / MT (Rs.)	GST % (Extra as applicable)
01	Charges for Handling, Lifting and Transportation of Coal from Central Coalfields Ltd (CCL) collieries	600 MT		
	In Words:			
02	Charges for Handling, Lifting and Transportation of Coal from Bharat Coking Coal Ltd (BCCL) collieries	600 MT		
	In Words:			

Note: Transportation rate/MT of coal (including all taxes, expenses, loading/unloading charges, weighment exp., lifting & carriage charges), Excluding Goods & Service Tax) (Declaration)

I Do hereby certify that the particulars furnished above are correct and true to the best of my knowledge. I have read the tender terms and conditions carefully and agreed to abide by the same.



Date:

Signature with seal of tenderer

