



Dated: 20th July 2024

Bani Milk Producer Company Limited

Punjab

Ref No. BMPCL: 2024-25: OT: DTC: FURNITURE FOR MPP: 02

OPEN TENDER

FOR

THE SUPPLY OF FURNITURE FOR MPP

Bani Milk Producer Company Limited

S.C.O # 37 & 38, First Floor, Urban Estate Phase II
Rajpura Road, Patiala – 147002, Punjab
CIN: U01403PB2014PTC038826

Email: Info@baanimilk.com, Phone: 0175 – 5000735

Bid Reference	:	BMPCL: 2024-25: OT: DTC: FURNITURE FOR MPP: 02
Date of commencement of availability of bidding document	:	20 th July 2024, 11:30 Hrs.
Last date and time for Receipt of bids	:	20 th August 2024, 11:30 Hrs.
Time and date of opening of Bids (Part -I Technical Bid)	:	20 th August 2024. 12:00 Hrs.
Time and date of Opening of Bids (Part II Price Bid)	:	Shall be communicated later to all eligible bidders
Place of opening of bids	:	Baani Milk Producer Company Limited Patiala (Punjab)

Address for Communication	:	Baani Milk Producer Company Limited S.C.O # 37 & 38, First Floor, Urban Estate Phase II, Rajpura Road, Patiala – 147002, Punjab CIN: U01403PB2014PTC038826 Email: Info@baanimilk.com Phone: 0175 - 5000735
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INVITATION FOR BIDS (IFB)

Baani Milk Producer Company Limited, Patiala, Punjab, has received financing for “Strengthening Milk Procurement Infrastructure” under Component B of NPDD (Dairying through Co-Operatives - JICA assisted project).

BAANI MILK PRODUCER COMPANY LIMITED, PATIALA now invites sealed bids from eligible bidders for supply of Milk Collection Accessories as per the specification & other terms and conditions as detailed below:

S.No.	Brief Description of Goods	Qty (Nos)	Technical Specification, scope of work along with Delivery Schedule	Delivery Schedule
1	Furniture for MPP (Detail as per Annexure – I)	2200 sets	As per Annexure – 1	As specified in Annexure-1

You are requested to submit your most competitive bid against this tender in sealed envelope latest by 11:00 hours 19th August 2024 addressing “The Purchase Head, Baani Milk Producer Company Limited, SCO 37-38, Urban Estate, Phase II, Rajpura Road, Patiala – 147002 inscribing “Offer for supply of Furniture for MPP”. The price bid should be as per format given in Annexure-2.

Terms and Conditions for Invitation for Bid (IFB)

1. Eligibility criteria of the bidder

- 1.1. The Bidder should be Manufacturer/OEM/Dealers authorized by Manufacturers/Experienced in fabrication. (Relevant documents required).
- 1.2. The bidder in the same name and style, should be in business atleast for 3 years at the time for bid opening. In case of change of name of the vendor by merger/acquisition/change in status, the bidder may be eligible based on the documentary evidence.
- 1.3. The Bidder's Financial Turnover for the last three financial years (sum of three years) ending 31st March (i.e. FY 2021-22, 2022-23, 2023-24) should be more than 78 Lakh (Relevant documents required i.e. CA certified)
- 1.4. The bidder should have valid registration under various Acts that may be applicable for the contract proposed (Relevant documents required).

2. Earnest Money Deposit (EMD)

2.1 The interested bidders have to provide a bid security of amounting ₹129,800/- which will be presented in the form of a demand draft drawn in favour of "Baani Milk Producer Company Limited", payable at Patiala for a validity of 45 days beyond the validity of bids. Bid security will be returned to the bidders within 4 weeks from the date of finalization of the successful bidder. Bid submitted without the requisite EMD shall be summarily rejected. No interest shall be paid by Baani on EMD deposited by the bidder.

3. Performance Security:

Within 21 days of receipt of the notification of the Award of the Contract from the Baani the successful bidder shall furnish to the Baani a Performance Bank Guarantee/Security for an amount of 10% (ten percent) of the bid value in the form of Bank Guarantee or a Bank Draft from any Nationalized Bank /Commercial Bank in favour of the "Baani Milk Producer Company Limited, Patiala-147002. The performance security furnished by the successful bidder will be retained by the office up to 30 days after the completion of warranty period. The Performance Bank Guarantee/Security held by the office till it is returned to the successful bidder will not earn any interest. Format for Performance Bank Guarantee/Security is attached in **Annexure V**.

Failure of the successful bidder to furnish Performance Bank Guarantee/Security within the period stipulated shall constitute sufficient ground for annulment of award and the Office may make the award to the next lowest evaluated bidder.

The performance security deposit shall be forfeited in case any terms and conditions of the contract are infringed or the bidder fails to make complete supply satisfactorily or complete the work within the delivery/ completion period.

4. Validity of Bid: Bid must be valid for 120 days. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

5. Submission of Bids:

- 5.1 Bids can be submitted in person or through registered post or through courier or through post on or before the due date and time specified above. No Bid will be accepted by electronic means i.e. email etc.
- 5.2 Bids received after the due date and time will not be considered and Baani shall not be liable or responsive for any postal delays.
- 5.3 The completed Bid document duly signed on all the scanned signed pages by Baani should be submitted by the bidder along with the offer letter.

6. Deadline for Submission of Bids:

- 5.1 Bids must be received by the Purchaser at the designated address no later than the specified date and time. If the specified date for bid submission is declared a holiday for the Purchaser, bids will be accepted up to the appointed time on the next working day.
- 5.2 The Purchaser reserves the right to extend the bid submission deadline by amending the Bidding Documents. In such cases, all rights and obligations of the Purchaser and Bidders previously subject to the original deadline will be transferred to the extended deadline.

7. Late Bids:

Any bid received by the Purchaser after the deadline for submission of bids will be declared late and rejected. Late bids will be returned unopened to the Bidder.

8. Sealing and Marking of Bids:

The Bidder shall submit the bid in three envelopes. The first envelope shall contain only the bid security with “BID SECURITY” clearly marked on the envelope whereas the second envelope shall contain the Technical Bid clearly marked on the envelope as “TECHNICAL BID”. The third envelope shall contain the Price Bid clearly marked on the envelope as “PRICE BID”. These three inner envelopes shall be put in a Fourth outer envelope. The bidder shall seal the bid in inner and outer envelopes as “ORIGINAL” and mention of the Bid reference number and other details clearly on the envelope.

9. Delivery/Completion Time: Delivery of the material will be staggered and shall be completed as per the delivery schedule mentioned in **Annexure-II**

10. The material shall be delivered as complete sets.

11. Price Bid: Delivery of

11.1 The Price shall be quoted in Indian Rupees only.

11.2 Material delivery at destination to be arranged by the supplier.

11.3 Price should be inclusive of Packing, Forwarding, Freight, Insurance and other incidental charges.

Each bidder shall submit only one bid. Bidder shall not contact other Bidders in matters relating to this bid.

11.4 The contract shall be for the full quantity as described above. The quantity of the items may be staggered depending upon the actual requirement.

12. Bid Submission Form and Price Schedules

The Bidder shall submit the Bid Submission Form using the form furnished in **Annexure III**, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The price schedule should be w.r.t bid format as per **Annexure IV**.

13. Documents to be submitted with Bid: Self-attested copy of PAN, Self-attested copy of GST, Self-attested copy of Trade License, Bank Account Details on letterhead of the firm, cancelled cheque, MSME Registration Certificate, CIN registration certificate, contact details, copies of CA certified document in support of Financial turnover for last three Financial Years (FY 2021-22, 2022-23, 2023-24) etc.

14. Baani's Right to accept any Bid and to Reject any or all bids

Baani reserves the right to accept/reject any bid and to annul the bidding process and reject all bids, at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders(s) of the grounds for Baani's action.

15. Bid Opening

5.1 Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

5.2 In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

5.3 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 FOR THE PRICE.

15.4 Only technical bids of those bidders who's Original EMD, in acceptable form, reached to our office shall be opened on the date and time specified above.

15.5 The date and time of opening of Price Bid (Part II) shall be communicated later to all the eligible bidders.

15.6 The Bid will be opened in presence of the Purchase Committee of Baani MPC as per Purchase Manual.

16. Evaluation of Bids and Award of Contract

16.1 The purchaser will evaluate and compare the bids determined to be substantially responsive i.e. which are properly signed; and confirm to specifications and the terms and conditions.

16.2 The bid would be evaluated for the Individual of items of this tender.

16.3 GST, packing, Forwarding, Freight & Insurance charges in connection with the sale of goods shall be taken into account in evaluation.

16.4 The purchases will award the contract to the bidder whose bid has been determined to be substantially responsive and offers the lowest bid price (L1).

16.5 No price negotiation will be done with any bidder.

16.6 The purchase order will be issued to the lowest responsive bidder.

16.7 Notwithstanding the above, the Purchaser reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids at any time prior to the award of the contract.

16.8 The bidder whose bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the bid validity period. The terms of the accepted offer shall incorporated in the supply order.

17 Terms of Payment: The payment will be released within 30 days after receipt of the material as per specifications & invoices, which will be subject to quality clearance.

18 Warranty: One year's warranty or manufacturer's standard warranty, whichever is greater.

19 Dispatch Documents Set :

Upon delivery of the goods to the transporter/consignee, the supplier shall notify the purchaser and mail the set of the following documents to the Purchaser :

- (i) 3 Copies of the Supplier invoice showing contract number, goods description, quantity, unit price, total amount;
- (ii) Delivery note, Railway receipt, or Road consignment note or equivalent transport document or acknowledgement of receipt of goods from the Consignee;
- (iii) 3 Copies of packing list identifying contents of each package;
- (iv) Insurance certificate;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the Purchaser's authorized representative/agency and the Supplier's factory inspection report; as applicable along with COA.

The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.

20. Inspection and Tests

20.1 The Purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract. The inspections and tests may be conducted on the premises of the Supplier or at the Good's final destination. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all

alternations necessary to meet specification requirements free of cost to the Purchaser.

20.2 The Purchaser's right to inspect, test, and, where necessary, reject the Goods after the Goods arrival at the destination shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to Goods shipment.

21.Rejection: Baani reserves the right to reject the goods either in part or full if the time of delivery, it is noticed that the goods supplied do not conform to the specifications/description given in the purchase order.

22.Liquidated Damages: If the bidder fails to deliver any or all the goods or perform the service within the time period(s) specified in the purchase order/contract, the Baani shall, without prejudice to its other remedies under the purchase order/contract, deduct from purchase order/contract price, as liquidated damages, a sum equivalent to the following clauses which is applicable as per Order.

a) 0.5% of the value of delayed items only, for each completed week of delay.

The total amount so deducted shall not exceed 10% of the purchase order/contract value. Once the maximum is reached, the Baani may consider cancellation/termination of purchase order/contract, and for failure of performance/deposit bond.

23.Cancellation of Contract: Baani reserve the right to shall be free to cancel the order either in full or in part, in the case of non-delivery of material within the stipulated delivery period.

24.For any dispute/legal issues, the jurisdiction is at Patiala only.

25.Baani's Right to Accept any Bid and to Reject any or all bid

25.1 Baani reserves the right to accept/reject any bid and to annul the bidding process and reject all bids, at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders(s) of the grounds for Baani's action.

INSTRUCTIONS TO BIDDERS [ITB]

26. Scope of Bid

1.1 The Purchaser issues these Bidding Documents for the supply of Goods incidental thereto as specified, Schedule of Requirements. Throughout these Bidding Documents:

- 1.2 (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail) with proof of receipt;
- (b) if the context so requires, “singular” means “plural” and vice versa; and
- (c) “day” means calendar day.

27. Source of Funds

27.1 The source of fund for the Tender is under National Program on Dairy Development (NPDD)- Dairying through cooperatives (DTC) Scheme (The Japan International Cooperation Agency (JICA) assisted Project), which will be in the form of loan and grant (hereinafter called “funds”) to the Baani MPC through NDDDB toward the cost of the project. The Baani MPC intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.

27.2 Payments under the NPDD-DTC scheme (JICA assisted) will be made only at the request of the Baani MPC and upon approval from the NDDDB in accordance with the Sanction and Fund Utilization and terms and conditions of contract between NDDDB and BAANI MPC.

28. Fraud and Corruption:

(a) Defines for the purposes of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "Obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a funding agency/purchasing agency's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the inspection and audit rights provided.

(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will declare misprocurement and cancel the portion of the fund allocated to a contract if it determines at any time that representatives of the purchaser or of a recipient of any part of the proceeds of the fund engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the implementation of the contract in question, without the purchaser having taken timely and appropriate action satisfactory to the funding agency to address such practices when they occur, including by failing to inform the funding agency in a timely manner at the time they knew of the practices;

(d) will sanction a firm or individual, at any time, in accordance with prevailing funding agency's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a JICA financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier or services provider of an otherwise eligible firm being awarded a JICA -financed contract;

29. Conflict of Interest:

29.1 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the

procurement of the goods to be purchased under these Bidding Documents ; or

(b) submit more than one bid in this bidding process.

29.2 A Bidder that is under a declaration of ineligibility by the JICA at the date of contract award, shall be disqualified.

Should be before point 11. Deadline for submission of bid

30. Clarification of Bidding Document:

30.1 Prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address specified in the Bidding document. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids.

31. Amendment of Bidding Documents

31.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

31.1 Any addendum issued shall be part of the Bidding Documents and will be posted only on our website.

31.2 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

32. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

33. Language of Bid

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

34. Force Majeure

34.1 The failure or delay of any party to perform any obligation under this agreement solely by reason of act of God, acts of Government (except as otherwise enumerated herein), riots, wars, strikes, lockouts, accidents in transportation or other

causes beyond its control (collectively referred to as the "Force Majeure") shall not be deemed to be a breach of this agreement, provided, that the party so prevented from performance of its obligation herein, shall not have caused such Force Majeure.

34.2 The party so prevented shall have used reasonable diligence to avoid such Force Majeure or ameliorate its effects, and shall continue to take all actions within its power to comply as fully as possible with the terms and conditions of this agreement.

34.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing within 7 days after the occurrence of such Force Majeure and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

34.4 In the event if Force Majeure persists for a consecutive period of more than three (3) months, then the aggrieved party shall have the option to terminate the agreement without incurring any liability.

34.5 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

35. The dispute settlement mechanism to be applied shall be as follows:

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration.
- (b) Arbitration proceedings shall be held at Patiala (Punjab), India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

Annexure – 1

Technical Specification, Scope of Work

Technical Specification:

General: The Furniture for MPP shall be made from heavy duty Metal frame. All the Furniture material shall be free from sharp edges and cavities. Weld joints shall be ground smooth. The metal frame part should be painted with grey paint.

S.No	Description of Material	Specifications
1.	Table	Size - 48 x 24 x 30 inches Made from strong Square pipe frame Frame Pipe Size = minimum 1 inch sq pipe, Frame Pipe Thickness - 18 Gauge (thickness less than 18 Gauge is not acceptable) Table Top - Particle Board one side laminated ISI marked Particle Board should be base of wood particles ISI Marked, Particle Board Colour – Grey Grey Colour Enamel Paint on Frame of Table
2.	Chair	Good Quality Branded Chair Plastic Moulded Armed Standard Chairs Make - Supreme/Cello/Regal/ OR Equivalent
3.	Slotted Angle Rack	Slotted Angle Rack Size - 36 x 30 x 15 inches (H x W X D) Slotted Angle of 14 Gauge 3 Shelves of CR Sheet 20 Gauge (maximum) Grey Colour Enamel Paint on each Rack
4.	Display Board	Size – 5 x 3 ft Type - Non Magnetic white Board Should be write-able with Board marker Pen Horizontal Alignment Aluminium Frame with Side Protectors

Annexure – II

Delivery Schedule:

S.No	Description of Material	Qty. (Nos)	(Qty.)Delivery by Date	
			15 th October 2024	15 th December 2024
1	Table	2200	1100 Nos.	1100 Nos.
2	Chair	2200	1100 Nos.	1100 Nos.
3	Rack	2200	1100 Nos.	1100 Nos.
4	Display Board	2200	1100 Nos.	1100 Nos.

Material Delivery Location

Name of Delivery Location	Address of the Delivery Location
MCC KHERI KHURD	Baani Milk Producer Company Limited c/o Rana Chilling Center Village Kheri Khurd Jhaloor Road, Sherpur 2, Distt Sangrur, Dhuri (Pb) – 148025 State Code/Name :03/Punjab GSTIN:03AAGCB0211K1ZB

Annexure III

BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]* Open Tender No...:
Invitation for Bid No.: *[insert No of IFB]* Alternative No.: *[insert
identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents.
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies]*;
- (d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts]*;

- (e) Our bid shall be valid for the period of time specified in Tender document, from the date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance to tender document.
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries
- (h) We have no conflict of interest in accordance with tender document terms.
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by the JICA, under the Purchaser’s country laws or official regulations.
- (j) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
- (m) We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely, “Prevention of Corruption Act 1988.”

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name: *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*
Dated on _____ day of _____, _____ *[insert date of signing]*

Annexure –IV

FORMAT FOR PRICE SCHEDULE

Sl. No.	Description of Goods with specifications	Qty (units)	8 digit HSN Code	Quoted Unit Rate in Rs.	GST %age
1.	Table	2200 Nos			
2.	Chair	2200 Nos			
3.	Rack	2200 Nos			
4.	Display Board	2200 Nos			
Total Cost In Rs					
Packaging & forwarding					
Freight and Insurance Charges for delivery at our Location as per Annexure II					
GST in Value					
Total Value including GST					

Note* -- The rate quote of each item should with be with respect to the specification of the each item as per attached annexure 1

Gross Total Cost: Rs. _____

Gross Total Cost: Rs.(in Words) _____

We agree to supply the above goods in accordance with the technical specifications and delivery schedule for a total contract price of Rs..... (Amount in figures) (Rs..... amount in words) within the period specified in the Invitation for Bid.

We also confirm that the normal commercial warrantee/guarantee of..... Months shall apply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing JICA sanctions procedures) in competing for or in performing the Contract.

Signature and Seal of Bidder

ANNEXURE - V

Format of Bank Guarantee for Performance Security

[On the Non-judicial stamp paper minimum Rs.100/ or as per the Stamp Act of Local State Government]

Bank Guarantee No.

Date:

This deed of performance guarantee made this _____ day of 20__ (Two Thousand _____) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the Baani Milk Producer Company Limited (hereinafter referred to as the BMPCL) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, BMCPL / its clients have awarded a Contract and Purchase order bearing No _____ dated _____ on M/s. _____ (name and address of the party) (hereinafter referred to as the 'Supplier/ Contractor') for the construction/ supply/ supply and erection and commissioning of _____.

And whereas, the Supplier/ Contractor has agreed to submit a performance guarantee in the form of a Bank Guarantee to the BMPCL in terms and conditions of the Bidding Document and the Contract which will be kept valid up to ____ calendar months from the date of Bank Guarantee (the period should be till end of warranty/ defect liability period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the BMPCL and the Supplier/ Contractor.

In consideration of the BMPCL having agreed to award the contract/ purchase order on the Supplier/ Contractor, we _____ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the BMPCL, its legal representatives, successors and assignees that the within named (name of the Supplier/ Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the BMPCL of Rs. _____ (Rupees _____ only) being the guaranteed amount, without any demur in case the Supplier/ Contractor, their legal representatives and assignees do not faithfully perform and fulfil everything within

the Bidding Document and the Contract/ Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations thereunder.

In case, the Supplier/ Contractor fails to perform or fulfil the Contract/ Purchase Order as per the terms and conditions agreed upon, the BMPCL is entitled to demand an amount equal to Rs. ----- from the Supplier/ Contractor and the demand made by the BMPCL by itself will be conclusive evidence and proof that the Supplier/ Contractor has failed to perform or fulfil his obligations and neither the Supplier/ Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to pay amount equal to Rs. -----, being the amount due and payable under this guarantee without any demur, merely on a demand from the BMPCL which has to be served on us before the expiry date of Bank Guarantee i.e. _____ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier/ Contractor or by reason of the Supplier/ Contractor's failure to perform the said contractual commitments/ Purchase Order, any such demand made on the Bank shall be conclusive as regards the

amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees _____ only) being the full amount guaranteed.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of ____ calendar months from the date of Bank guarantee (the period should be till end of warranty/ defect liability period) and till the BMPCL certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said Supplier/ Contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the BMPCL on or before _____, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the BMPCL that the BMPCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier/ Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the BMPCL against the Supplier/ Contractor and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier/ Contractor, or for any forbearance, act or omission on the part of the BMPCL to the said Supplier/ Contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

The Bank agrees that the amount hereby guaranteed shall be due and payable to the BMPCL on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered Post / speed post at the address of the Bank.

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

We, _____, undertake to renew the Bank Guarantee provided the request for renewal is made by the Supplier/ Contractor before the expiry of Bank Guarantee.

We, _____, lastly undertake not to revoke this _____ guarantee during its currency except with the previous consent of the BMPCL in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees _____ only)

Notwithstanding anything stated herein before: (i) our liability under this guarantee is restricted to Rs. _____ (ii) the guarantee shall remain in force till ___20___ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the BMPCL serves upon the Bank a written claim or demand on or before _____.

(SIGNATURE)

Place:

SEAL

Date:

CODE NO.

NOTE:

- 1 SUPPLIER/ CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2 THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	Details shall be provided later at the time of issuing of the Bank Guarantee
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

Bank charges, if any, on this account will be borne by the beneficiary

If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address

Beneficiary Name	BAANI MILK PRODUCER COMPANY LIMITED
Beneficiary Address	XXXX

Kindly note that necessary action on the Bank Guarantee will be taken by BMPCL only upon receipt of confirmation in either one of the modes as prescribed above.