



Dated: 1st February 2025

# **Bani Milk Producer Company Limited**

## **Punjab**

**Ref No.** BMPCL: JICA: OT: DTC: AGENCY: TRAINING:03

**OPEN TENDER  
FOR  
CONDUCTING VARIOUS PRODUCER TRAINING PROGRAMME**

### **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](mailto:Info@baanimilk.com), Phone: 0175 – 5000735

Bid Reference	:	BMPCL:JICA:OT:DTC: AGENCY:TRAINING:03
Date of availability of bidding document	:	1st February 2025, 11:00 Hrs.
Last date and time for Receipt of bids	:	3 <sup>rd</sup> March 2025, 11:00 Hrs.
Time and date of opening of Bids (Part -I Technical Bid)	:	3 <sup>rd</sup> March 2025, 11:30 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	:	<p><b>Baani Milk Producer Company Limited</b>  <b>S.C.O # 37 &amp; 38, First Floor,</b>  <b>Urban Estate Phase II,</b>  <b>Rajpura Road, Patiala – 147002, Punjab</b>  <b>CIN: U01403PB2014PTC038826</b></p> <p><b>Email: <a href="mailto:Info@baanimilk.com">Info@baanimilk.com</a></b>  <b>Phone: 0175 - 5000735</b></p>
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### **INVITATION FOR BIDS (IFB)**

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

BAANI MILK PRODUCER COMPANY LIMITED, PATIALA invites proposal in sealed bids to extend the services for “Conducting various Producer Training and Awareness Programs and other related activities such as **“Training and awareness of Milk Producers on Clean Milk Production and Good Hygienic Practices”**”. Other details including terms and conditions as detailed below:

<b>S. No.</b>	<b>Brief Description of Services</b>	<b>Scope of work/service along with delivery schedule</b>
1	Conducting various Producer Training Program and other such activities to build capacity and competence of stakeholders in Dairy Value Chain	As per Term of Reference (Annexure – 1)

You are requested to submit your most competitive bid against this tender in sealed envelope latest by 11:00 hours 3<sup>rd</sup> March 2025 addressing “The Purchase Head, Baani Milk Producer Company Limited, SCO 37-38, Urban Estate, Phase II, Rajpura Road, Patiala – 147002 inscribing “Offer for Conducting Various Producer Training Programme”.

The price bid should be as per format given in Annexure-1 C-Cost Estimate of Services (Pricing Schedule).

### **Terms and Conditions for Request for Quotation (RFQ)**

#### **1. Eligibility criteria of the bidder**

- 1.1. The Bidder should have an experience of providing training and competence building to stakeholders in Dairy Sector in a state for at-least 3 years (Relevant documents like Work Order, Completion Certificate, Contract documents are required). The stakeholders here would be Dairy Farmers, Collection Centres operators etc.
- 1.2. The bidder in the same name and style, should be in business for at least 3 years at the time of 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 31<sup>st</sup> March (i.e. FY 2021-22, 2022-23, 2023-24) should be more than ₹72 Lakh (Relevant documents required i.e. CA certified).
- 1.4. The bidder should have a valid registration under various Acts that may be applicable for the contract proposed (Relevant documents required).

#### **2. Earnest Money Deposit (EMD)/Bid Security**

The interested bidders have to provide a bid security of amounting ₹1,20,000/- (Rupees One Lakh Twenty Thousand Only) 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 90 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. The Bid security shall be forfeited in the event of withdrawal of the bid within the original validity or if the successful bidder fails to execute necessary agreement within the period specified.

**3. Performance Security:**

Within 21 days of receipt of the notification of the Award of the Contract from Baani, the successful bidder shall furnish to Baani a Performance Bank Guarantee/Security for an amount of 5% (Five percent) of the bid value in the form of Bank Guarantee or a Bank Draft from any Nationalized 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 contact period. The Performance Bank Guarantee/Security held by the office until it is returned to the successful bidder will not earn any interest. Format for Performance Bank Guarantee/Security is attached in Annexure III.

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 service of conducting the Producer Training Programs (under scope ) satisfactorily or complete the work within the delivery/completion period.

**4. Validity of Quotation:** Quotation must be valid for 90 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, WhatsApp, 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 complete Bidding 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:**

- (i) Bids must be received by Baani at its registered office at SCO 37&38, First Floor, Urban Estate, Phase-II, Patiala Punjab 147002 no later than the specified date and time. If the specified date for bid submission is declared a holiday for Baani, bids will be accepted up to the appointed time on the next working day.
- (ii) Baani reserves the right to extend the bid submission deadline by amending the Bidding Documents. In such cases, all rights and obligations of Baani and Bidders previously subject to the original deadline will be transferred to the extended deadline.

**7. Late Bids:**

- (i) Any bid received by Baani after the deadline for submission of bids will be declared late and rejected.
- (ii) 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/EMD with “**BID SECURITY/EMD**” clearly marked on the envelope whereas the second envelope shall contain the Technical Bid clearly marked on the envelope as “**TECHNICAL BID**” as mentioned in **Annexure IV**. The third envelope shall contain the Price Bid clearly marked on the envelope as “**PRICE BID**” as detailed in **Annexure I (C)- Cost Estimate of Services (Pricing Schedule)**. 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 Services/Training Programs and other related activities will be staggered and shall be completed as per the delivery schedule mentioned in **Term of Reference** as per **Annexure-1**.

**10.** The Services shall be delivered as complete package as per Term of Reference.

**11. Price Bid:**

- (i) The Price shall be quoted in Indian Rupees only.
- (ii) Service Related to Various Training Programs and other related activities at Baani's suggested destinations in Punjab to be arranged by the supplier.
- (iii) Price should be inclusive of cost of Training Material, Travel, Stationery, Venue, Refreshment, Promotional and Administration expenditures and any other miscellaneous expenses as may be required during the successful implementation of the training program/s.
- (iv) Each bidder shall submit only one bid.
- (v) Bidder shall not contact other Bidders in matters relating to this bid.
- (vi) The contract shall be for the full package of training programs as described in Term of Reference. The scope of the training and other related activities may be staggered depending upon the actual requirement/schedule.

**12. Bid Submission Form and Price Schedules**

The Bidder shall submit the Bid Submission Form using the form furnished in Annexure-II Bidding Form. 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 pricing schedule format as per Annexure I (C)- Cost Estimate of Services (Pricing Schedule)

**13. Bidder should submit:** Self-attested copy of PAN of the firm, Self-attested copy of GST, Bank Account Details on letterhead of the firm, cancelled cheque of the firm, MSME Registration Certificate, CIN registration certificate, contact details etc.

**14. Baani's Right to Accept any Bid and to Reject any or all bid(s)**

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) on the grounds for Baani's action.

#### **15. Bid Opening**

- (i) Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
- (ii) In the event of the date specified for bid receipt and opening being declared as a closed holiday for Baani's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
- (iii) 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 detailed scope of service ( contents of Producer Training Programs) EXCEPT FOR THE PRICE.
- (iv) Only Technical Bids of those bidders who's Original EMD, in acceptable form, reached at our office shall be opened on the date and time specified above.
- (v) The date and time of opening of Price Bid (Part II) shall be communicated later to all the eligible bidders.

#### **16. Evaluation of Quotations and Award of Contract**

- (i) Baani will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed; and conform to the terms and conditions, scope of service.
- (ii) The quotation would be evaluated for the complete set of all the training programs and other related activities of this tender.
- (iii) GST, Training Material, Travel, Stationery, Venue, Refreshment, Promotional and Administration expenditures and any other miscellaneous expenses as may be required during the successful implementation of the Producer Training Program/s and related activities shall be taken into account in evaluation.
- (iv) Baani will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest quotation price.



- (v) No price negotiation will be done with any bidder. The purchase order will be issued to the lowest responsive bidder.
- (vi) Notwithstanding the above, Baani reserve the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.
- (vii) The bidder whose bid is accepted will be notified of the award of contract by Baani prior to expiration of the quotation 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 invoices, which will be subject to clearance.

**18. Training Documents Set :** Upon conducting the training the training firm shall notify Baani and mail the set of the following documents to Baani MPCL:

- (i) Member Registration Form for training;
- (ii) Training Attendance;
- (iii) Post Programme Report;
- (iv) Training Feedback Forms;
- (v) Clear Photographs;
- (vi) Training Schedule.

The above documents shall be received by Baani along with the invoices within 15 Days of the completion of training.

**19. Liquidated Damages:** If the bidder fails to deliver any or all the related service within the time period(s) specified in the purchase order/contract, 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 training as per the schedule, 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.

- 20. Cancellation of Contract:** Baani shall be free to cancel the order either in full or in part, in the case of delayed trainings as per the schedule within the stipulated delivery period.
- 21.** For any dispute/legal issues, the jurisdiction is at Patiala only.

## **INSTRUCTIONS TO BIDDERS [ITB]**

### **22. Scope of Bid**

Baani issues these Bidding Documents for the supply of Services thereto as specified, Schedule of Requirements. Throughout these Bidding Documents:

- (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.

### **23. Source of Funds**

- (i) Baani MPC will receive fund in the form of grant and loan under the NPDD DTC JICA assisted scheme (hereinafter called “funds”) through NDDB towards the cost of the project named in the BDS. The Baani MPC intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
- (ii) Payments to the agencies for the deliverables under the scope of work will be made under the NPDD DTC JICA assisted scheme, in accordance with the terms and conditions of the agreement

### **24. Fraud and Corruption:**

- (a) Definition 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 –
    - i. 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
    - ii. 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 mis-procurement and cancel the portion of the fund allocated to a contract if it determines at any time that representatives of Baani 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 Baani 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;

**25. Conflict of Interest:**

- (i) 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 Baani to provide consulting services for the preparation of the design, specifications, and other documents to be used for the services to be purchased under these Bidding Documents ; or
  - (b) submit more than one bid in this bidding process.
- (ii) A Bidder that is under a declaration of ineligibility by the JICA at the date of contract award, shall be disqualified.

**26. Clarification of Bidding Document:**

Prospective Bidder requiring any clarification of the Bidding Documents shall contact Baani in writing at Baani's address specified in the Bidding document. Baani 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.

**27. Amendment of Bidding Documents**

- (i) At any time prior to the deadline for submission of bids, Baani may amend the Bidding Documents by issuing addendum
- (ii) Any addendum issued shall be part of the Bidding Documents and will be posted only on Baani's website.
- (iii) To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, Baani may, at its discretion, extend the deadline for the submission of bids.

**28. Cost of Bidding**

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

**29. Language of Bid**

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

**30. Force Majeure**

- (i) The Service Provider 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.
- (ii) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of Baani in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (iii) If a Force Majeure situation arises, the Supplier shall promptly notify Baani in writing of such condition and the cause thereof. Unless otherwise directed by Baani 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.

- 31.** The dispute settlement mechanism to be applied shall be as follows:
- (i) In case of Dispute or difference arising between Baani and the service provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration.
  - (ii) 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**

### **(A) - TERMS OF REFERENCE**

#### **For conducting various Producer Trainings and such other Activities as proposed by Baani MPC**

##### **1. Background**

Baani Milk Producer Company (MPC) is carrying out the business of pooling, purchasing, and processing of milk of its members. Milk producers of the rural areas are its members. The MPC is having a large membership base. Members of the company and other producers in the villages who may consider becoming member need to know various activities of the MPC and their roles and responsibility as a member.

Baani MPC, under Central Sector Scheme “National Programme for Dairy Development” of Government of India – “Dairying through Cooperatives” (JICA funded), invites proposals to provide the services for Conducting various Producer Training Program and other such activities in FY 2025-26.

It further aims to cover a total of 40,000 participants each under **“Producer Awareness Programme” (PAP) & “Training and Awareness of Milk Producers on Clean Milk Production and Good Hygienic Practices”** in the span of 1 year (FY 25-26).

##### **2. Task and Deliverables**

To fulfil these objectives, Baani MPC in Punjab is planning to involve THE AGENCY/AGENCIES to impart following awareness/training programmes on:

1. Producer Awareness Programme (PAP)
2. Training and Awareness of Milk Producers on Clean Milk Production and Good Hygienic Practices (CMP)

##### **3. Key Training Objectives (deliverables)**

Producers’ awareness programs have to achieve below mentioned specific objectives:

**3.1.** The Objectives of “**Producer Awareness Programme (PAP)**”: By the end of the programme, participants will be able to

- **Recognize the need to integrate his household milk business with that of Baani MPC and accordingly commit to;**
  - 1 Pour all surplus milk of his household to the MPC throughout the year.
  - 2 Subscribe share capital in proportion to annual milk supply to the MPC.
  - 3 Supply quality milk to the MPC regularly and timely.
  - 4 Avail the services of MPC and provide timely feedback to improve the services.
- **Participants will recognize the need to accelerate the speed of the MPC progress by committing to;**
  1. Provide complete, correct and timely information to MPC.
  2. Disseminate correct information to villagers about the MPC and discourage spreading of rumours against MPC.
  3. Encourage other milk producers of the village to become member.
- **Participants will recognize the need to strengthening MPC business;**
  1. Give time and participate in Producer Training and other programmes organised by the MPC.
  2. Keep abreast of membership related decisions of the company and major activities and events of the MPC.
  3. Recognise MPC business as his own business and take action to strengthen the same.
- **Participants will appreciate the need for value, vision and mission of the MPC and its practice in its activities.**

**3.2.** The Objectives of “**Training and Awareness of Milk Producers on Clean Milk Production And Good Hygienic Practices (CMP)**”: By the end of the program, participants will be able to

- Recognize the importance/need of quality in milk and clean milk production.
- Explain the factors/reasons affecting quality of milk.
- Livestock health management, basic human health and hygiene practices.
- Commit to refrain from adding water in milk and explain the disadvantages of adding water, mixing carry over milk in fresh milk and colostrum milk with good milk etc.



## Annexure 1

### (B) - Scope of the Training Programs

The proposed Producer Training Programmes will be conducted in the operational villages of various districts of Punjab.

#### Physical Target for FY 2025-26:

Name of Programme	Unit	2025-26
Producer Awareness Program (PAP)	Participants	40,000
Training and Awareness of Milk Producers on Clean Milk Production and Good Hygienic Practices	Participants	40,000

### **Training Methodology, Duration, Content & Documentation:**

It is expected that a group of two trainers will go together to conduct a 1.5-2 Hrs training program in a village and may cover two to four villages per day. MPC will provide the training contents and Methodology for the said trainings and will arrange training(s) to the trainers provided by the agency/agencies.

### **Time and duration of the Trainings**

Once agreed by the Baani MPC, the selected THE AGENCY/AGENCIES will be engaged to provide awareness/training programs for a period of one year from the date of agreement. It may further extended/discontinued based on performance evaluation by Baani MPC.

### **Reporting Requirement**

The Agency entrusted with the task to organize awareness programme at the MPCs operation areas has to fulfil following obligations:

1. List of all the personnel who will be undertaking these programmes along with their qualification including experience.
2. It is expected to have an average participant size of 40 in each training program and billing will be done on no. of participant basis (spread over 1,000 new MPPs).
3. Mutually agreed attendance sheets on a fortnightly/monthly basis in soft (excel file) and hard copy along with training photo.
4. **One wall-painting (size 4\*7), for advertisement & promotional purposes (in CMP Training only)**
5. Conduct the qualitative review of the programme done at village level and take up the measures to follow the recommendation for improving the programme quality.

## Annexure 1

### (C) - Cost Estimate of Services (Pricing Schedule)

**The cost per participants** which includes cost of Training Material, Travel, Stationery, Venue, Refreshment, Promotional & Admin. expenditure and any other miscellaneous expenses as may be required during the successful implementation of the programme.

#### **Producer Awareness Programme (PAP):**

<b>Price Break-up</b>	<b>Per Programme</b>	<b>Total Cost</b>
Trainer Cost		
Venue Arrangement Cost		
Refreshment Cost		
Handout for participants		
Training of Trainers (ToT)		
Admin Cost		
<b>Total Cost</b>		
GST		
<b>Total</b>		

<b>Total Participants</b>	
<b>Per Participant Cost</b>	

**Quality and Clean Milk Production (CMP):**

<b>Price Break-up</b>	<b>Per Programme</b>	<b>Total Cost</b>
Trainer Cost		
Venue Arrangement Cost		
Refreshment Cost		
Handout for participants		
Advertisement Cost (wall-painting)		
Training of Trainers (ToT)		
Admin Cost		
<b>Total Cost</b>		
GST		
<b>Total</b>		

<b>Total Participants</b>	
<b>Per Participant Cost</b>	

**Note\*** -- The rate quote of each item should 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 services in accordance with the scope defined in Term of Reference for a total contract price of Rs..... (Amount in figures) Rs..... (Amount in words) within the period specified in the bidding document under Scope of Training Programs.

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 II

### A. 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 Terms of Reference Annexure the following related Services *[insert a brief description of the 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 provide 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 Baani’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]*

**Signature and Seal of Bidder**

### Annexure III

## B. FORMAT FOR PERFORMANCE BANK GUARANTEE (SECURITY)

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert name and address of Purchaser]*

**Date:** *[insert date]*

**BID GUARANTEE No.:** *[insert bid Guarantee number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[insert name of Contract]*.

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures expressed in the currency of Baani's Country or the equivalent amount in an international freely convertible currency]*, *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Bid Submission Form; or
- (b) having been notified of the acceptance of its Bid by Baani during the period of bid validity as stated in the Bid Submission Form or extended by the Employer at any time prior to expiration of this period, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, and (iii) does not accept the correction of Bid price pursuant to ITB Clause 31.



This Guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful; or (ii) forty-five days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

*[Signature(s) of authorized bank's representative(s)]*

## **Annexure IV**

### Contents of Technical Bid Envelope

1. Financial Documents (Balance Sheet of last 3 years certified by CA)
2. Self-attested copy of the PAN of the firm.
3. Self-attested copy of the GST.
4. Cancelled cheque / Bank accounts details on the letterhead of the firm.
5. MSME Registration Certificate or Declaration on the letterhead.
6. CIN Registration Certificate, if applicable.
7. Any document in case of merger/acquisition/change in status or name.
8. Documentary evidence for minimum 3 years Training experience in Dairy Sector (like Work Order, Completion Certificate, Contract documents).