

**TENDER DOCUMENT FOR**

**Supply of**

**High Pressure Jet Washer (upto 150 bar)**

**under JICA Project**

**IFB Ref: *BMPCL:JICA:OT:DTC:2025-26:JET WASHER***

**Issued by**

**Baani Milk Producer Company Limited (Punjab)**

**POINTS BIDDERS SHOULD BEAR IN MIND**

- 1) BIDS CONTAINING DEVIATIONS FROM BIDDING DOCUMENT TERMS AND OTHER REQUIREMENTS MAY BE REJECTED.
- 2) BIDS UPLOADED WITHOUT SUBMISSION OF EARNEST MONEY DEPOSIT **(if applicable)** TO NCDFI EMARKET IN BIDDER'S OWN ESCROW ACCOUNT SHALL BE SUMMARILY REJECTED.
- 3) BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- 4) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- 5) THE BID, ALONGWITH ENCLOSURES SHOULD BE IN ENGLISH ONLY.
- 6) THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- 7) BAANI MILK PRODUCER COMPANY LIMITED RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

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### **CHECK LIST**

- |    |  |        |
|----|--|--------|
| 1. | Have you submitted the original EMD to your escrow account of NCDFI eMarket, on or before the date & time mentioned in the bid document? | Yes/No |
| 2. | Have you quoted Bid prices in terms of clause Section-3?   | Yes/No |
| 3. | Have you uploaded the Form of Bid?   | Yes/No |
| 4. | Have you uploaded the duly digitally signed/signed documents completed in all respect?   | Yes/No |
| 5. | Have you noted the Service Period mentioned in the bid (Section-1)?  | Yes/No |
| 6. | Have you kept your offer valid for 120 days?   | Yes/No |
| 7. | Have you furnished copies of your PAN, GST Reg. No., PF Registration No. etc. (as per statutory requirement of above services)           | Yes/No |
| 8. | Have you uploaded the Statements of Deviations (Preferably Nil) (Section 06 and 07)?   | Yes/No |
| 9. | Have you submitted the Undertaking mentioned at Section 09   | Yes/No |

### **Signature & Seal of the Bidder**

**(PLEASE FILL UP THE ABOVE AND UPLOAD THE SAME WITH THE TECHNICAL BID)**

## **Section 1 Invitation of Bids**

<p><b>Baani Milk Producer Company Limited</b> <b>Address:</b> <b>Baani Milk Producer Company Limited</b> SCO 37&amp;38, 1<sup>st</sup> Floor, Phase 2, Urban Estate, Rajpura Road Patiala (Punjab) 147002</p>
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### **1.1 Tender Reference: *BMPCL:JICA:OT:DTC:2025-26:JET WASHER***

The Baani Milk Producer Company Limited, Patiala invites “sealed bids” from reputed eligible bidders for the following work:-

Bid Ref:	<b><i>BMPCL:JICA:OT:DTC:2025-26:JET WASHER</i></b>
Description	Supply of:  <b>High Pressure Jet Washer (upto 150 bar)</b>  <b>Qty : 2700 Numbers</b>
<b>Estimated Cost</b>	Overall Rs. 1.62 Cr.
EMD	<b>Rs. 1,62,000.00</b> <b>(Through NEFT/RTGS in the account of NCDFI)</b>  <b>Members are requested to deposit the Earnest Money Deposit (EMD) directly into their respective Escrow accounts</b>  <b>After the successful completion of the contract, NCDFI will deduct TC (Transaction charges) at 0.4 % (+ 18% GST) and TDS under section 194 (O) at 0.1 % of the Trade Value from the EMD/SD.</b>
Sale of bid (Start date)	<b>10<sup>th</sup> December, 2025</b>
Pre-bid meeting	<b><i>A pre-bid meeting will be held at 11:00 AM on 16<sup>th</sup> December, 2025. (Bidders should send their request to attend the pre-bid meeting before 15.00 HRS of 15<sup>th</sup> December, 2025 through an email to, <a href="mailto:purchase@baanimilk.com">purchase@baanimilk.com</a>; Phone: 8725024701</i></b> <b><i>Venue: Virtual Mode</i></b>
Sale of bid End Date	<b>23<sup>rd</sup> December, 2025</b>

Last Date & Time of Submission of bid	<b>03:00 PM on 23<sup>rd</sup> December, 2025</b>
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Bid Opening	<b>03:30 PM on 23<sup>rd</sup> December, 2025</b>
Delivery Period	<b>Within 45 days from the date of PO.</b>
Delivery Schedule	Delivery schedule at the time of purchase order.
Delivery Location	Rana Chilling Centre Village Kheri Khurd, Dhuri Sangrur (Punjab) – 148025 State Code – 03/Punjab GSTIN: 03AAGCB0211K1ZB
Evaluation of offer	<p><b>Bid will be evaluated on overall basis.</b></p> <p>Only 60% of the quantity <b>shall be committed to the technically qualified and commercially evaluated L1 bidder for the respective item.</b></p> <p><b>The remaining 40% of the quantity may be offered to the L2 bidder, provided the L2 bidder is willing to supply the item at the L1 rate.</b></p> <p><b>In case the L2 bidder declines, the same opportunity shall be extended to the L3 bidder, if L3 also denies the whole lot to be supplied by L1 bidder.</b></p> <p><b>It must be noted that the allocation of this balance 40% quantity is at the sole discretion of the Purchaser (Baani). The Purchaser reserves the right to allot the entire 100% quantity to the L1 bidder if deemed appropriate.</b></p>

Downloading  
the Tender  
Document

Downloading the bid document, please visit the website:

<https://www.ncdfiemarket.com/index.php/auctions-2/#tab-44753>

**Contact Details of NCDFI for Portal Related Query**

<b>Name</b>	<b>Contact Number</b>	<b>Mail ID</b>
Mr. Jagrut Gajab	9978696021	jagrut@ncdfiemarket.com

## **Section 2 Instructions to Bidder**

### **2.1 The bidders must meet the following minimum qualifying criteria:**

- a) The Bidder, in the same name and style, should be in business at least for last **three years** at time of bid opening. In case of change of name of bidder by merger / acquisition / change in status, the bidder may be eligible based on the documentary evidence.
- b) The Bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, Goods and Service Tax (GST), the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund, professional tax etc.
- c) The bidder must meet technical specifications mentioned at Section 4 In the absence of documentary proof of these documents, the technical offer will be considered as non-responsive:
- d) The Bidder's Financial Turnover in the same name and style in each of the last three financial years ending 31st March shall be not less than **60% of estimated value of the contract**.
- e) The bidder should have positive net worth in **last two** financial years.
- f) The bidder should have cash profit in **any two financial years** out of the last five financial years.
- g) The Bidder in the same name and style shall have successfully executed / completed contracts of **\*\*\*similar nature** costing not less than 80% of the estimated cost during the last 3 years ending last day of the month previous to the month in which bid is opened.

*\*\*\*similar nature means: Supply of High Pressure Jet Washer in bulk quantity.*

- h) In addition to the above, the following information/documents should also be **uploaded** along with the online bid by the bidder for evaluation/determination of their eligibility:
  - i. Copy of the Income Tax Returns for three previous years in original or certified true copies, along with PAN for income tax purpose.
  - ii. Audited financials including cash flow statement for last 3 financial years.

- iii. Undertaking to be provided as asked in Section 9 of tender document.
- i) Even though the bidder's meet the specified criteria, it may be disqualified if it has:
- iv. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification and/or
  - v. Poor documented record based on the feedback from other milk producer organizations from their own experience in the delivery, installation, performance, service and also in abandoning the works, not properly completing the contract, inordinate delays, or financial failure etc.
  - vi. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

## 2.2 Eligible Bidders

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

## 2.3 Bidding Document

The fee/cost for bidding document is NIL.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Baani Milk Producer Company Limited hereinafter referred to as "the Purchaser", 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 DGM (Purchase), Address: Baani Milk Producer Company Limited, SCO 37&38, First Floor, Phase 2, Urban Estate, Rajpura Road, Patiala, Punjab 147002 (India)

### i. Downloading the Document

- i. The bid documents will be available in the website at <https://www.ncdfmarket.com/> and can be downloaded and used as tender documents for uploading the offer.
- ii. It is hereby brought to the notice of all bidders that 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 Baani shall be free to take suitable action as deemed necessary.

#### **2.4 Content of Bidding Documents**

- i. The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
  - (a) Instructions to Bidder;
  - (b) Statutory and Legal Conditions of Contract;
  - (c) Scope of work and terms & conditions
  - (d) Price Schedule;
  - (e) Form of Bid;
  - (f) Deviation statement
  - (g) Format of Bank Guarantee for performance security
  - (h) Format of Undertaking
- ii. The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

#### **2.5 Clarification of Bidding Documents**

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing/fax/telex/email at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 7 days prior to the deadline for the submission of bids prescribed by the Purchaser. If required, written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the websites mentioned.

#### **2.6 Amendment of Bidding Documents**

At any time prior to the deadline for the submission of bids, the Baani may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by the issuance of amendment.

The amendment will be uploaded on Baani/NCDFI website. Before submission of the bid, the bidder should check the Baani/NCDFI website for any Corrigendum/additional information on the bidding document, if any.

The amendment will be also uploaded on NCDFI's website. Before submission of the bid, the bidder should check the NCDFI's website for any Corrigendum/additional information on the bidding document, if any

However, non-information in changes/amendments put on website as Corrigendum to the prospective bidders shall not bind the Baani to extend the deadline for the submission of the bids and non-compliance to such Corrigendum by the bidder shall result to non-responsiveness of the bid leading to rejection.

## **2.7 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

## **2.8 Documents comprising the bid**

The Bid prepared by the Bidder shall comprise the following documents:

- a. A complete description of Services the Bidder to provide and a price schedule completed in accordance with clause Nos 2.10 and
- b. Earnest Money Deposit in accordance with section 2.14
- c. Documentary evidence establishing bidder's eligibility and qualifications in accordance with Clause No. 2.1 and
- d. Documentary evidence establishing eligibility and conformity of services in accordance with Clause No. 2.1
- e. A price schedule completed in all respect.
- f. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
  - i. Made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and or,
  - ii. Poor documented record based on the feedback from other milk producer organizations from their own experience in the delivery, installation, performance, service and also in abandoning the works, not properly completing the contract, inordinate delays, or financial failure etc.
  - iii. Notwithstanding anything stated above, the purchaser reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.

Any exceptions the Bidder wishes to take in any aspect of the bidding document or payment schedule including a justification for the exception in the format furnished in Section 6

## **2.9 Bid Form**

- a. The Bidder shall complete the Bid Form furnished in the Bidding Documents and upload the same on the e-portal submit the same along with technical bid.
- b. All the required document duly signed/digitally signed should be uploaded on or before the specified date and time at NCDFI website.

## **2.10 Bid Submission:**

- a) The original bid, both technical and Financial Bids shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial bid should respectively be in the format of price schedule given at Section-
- b) An authorized representative of the bidder shall initial all pages of the original Technical and Financial bid. The authorization shall be in the form of a **written power of attorney** accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign.
  - a. The Bidder shall fill up the Technical and Price Bid at NCDFI Portal mentioning the final prices of the services under the Contract. Bidders must submit a bid for the full quantity specified under Scope of work, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award.
  - b. The Bidder shall quote their prices (part B in the Price Schedule) as per the format given in Section V of the bidding document. The bidders are requested to quote their price considering following aspects: -
  - c. The quoted price shall be as per the description specified in the part B of price schedule.

### **2.11 Bid Currencies**

For a service covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

### **2.12 Documents Establishing Bidders' Eligibility and Qualifications**

- a. Pursuant to Clause No. 2.9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- b. The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid is eligible to bid as defined under Clause 1.
- c. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- d. That the Bidder has the financial and technical capability necessary to perform the Contract and meet the minimum qualifying criteria specified at clause 1. To this end, all bids submitted shall include the following information:
- e. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.
- f. Details of experience and past performance of the bidder on the contract's similar nature within the last 5 years and details of current contracts in hand and other commitments.
- g. Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory completion of the services provided.
- h. Qualification and experience of key personnel for successful execution of the contract;
- i. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years etc.;
- j. Information regarding any current litigation in which the Bidder is involved.

Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation

in the forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract etc.

### **2.13 Documents Establishing Eligibility and Conformity to Bidding documents**

- a. Pursuant to Clause 2.9 the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents for all services, which the Bidder proposes to provide under the Contract.
- b. The documentary evidence of the services conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish:
- c. A statement of deviations and exceptions to the scope of work in the format furnished in the bidding document (Section VII (A)- Technical Deviation Statement Form).

### **2.14 Earnest Money Deposit (EMD)**

The payment should be made on or before **12:00 PM** on the date of submission of bids. Tenderer must submit an EMD as mentioned in Section 1 in the format of e-payment irrespective of the items quoted i.e. schedule wise EMD amount as mentioned in the document will not be considered. Without EMD, the tender will be summarily rejected.

- a) Members are requested to deposit the Earnest Money Deposit (EMD) directly into their respective Escrow accounts. However, online payment details i.e. UTR no and proof of current money transaction details are to be enclosed with our technical bid/tender:
  - i) Payment of Earnest Money by cheque, T.D.R and F.D.R. will not be accepted.
  - ii) **Transaction Fees and TDS:**
    - a) As the bidding is processed through the NCDFI Portal, the awardee vendor must pay:
      - i. **Transaction Fee - 0.40%** of the contract value (+ applicable GST).
      - ii. **TDS u/s 194/O - 0.10%** of the contract value.
    - b) Payment must be made within two working days of contract award.
    - c) Any adjustments in transaction fees and TDS based on the final contract value must be paid promptly or will be adjusted against the EMD amount deposited.

For EMD payment made (RTGS/NEFT), the bidder is requested to send the communication by 12.30 PM on the date of submission of bids in following format through e-mail to [etenders@ncdfiemarket.com](mailto:etenders@ncdfiemarket.com). The bidder is also required to submit/upload the successful transaction details along with technical bid.

Name of the Organization:

Member ID:

Amount Deposited:

Date of Deposit:

Tender Name:

UTR No. with bank statement:

**2.15 The EMD may be forfeited:**

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

**OR**

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

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

- c) Pursuant to Clause No.2.9 the Bidder shall furnish, as part of its bid, EMD as specified in the Schedule of Requirements.
- d) The EMD security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to Clause No. i)
- e) The EMD shall be denominated in Indian Rupees only, and shall be in one of the following forms:
- f) Any bid not accompanied with EMD in accordance with paras. a and b will be rejected by the Purchaser as non-responsive, pursuant to Clause 24.

- g) Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible as but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to Clause 16.
- h) The successful Bidder's EMD will be discharged upon the Bidders executing the Contract, pursuant to Clause 2.31, and furnishing the performance security, pursuant to Clause 2.32.
- i) The EMD may be forfeited: If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- j) In the case of these successful Bidder, if the Bidder fails:
  - a. To sign the undertaking and contract in accordance with Clause 31;

And

  - b. To furnish performance security in accordance with Clause 2.32.

#### **2.16 Period of Validity of Bids**

- a. Bids shall remain valid for 120 days after the date of bid opening prescribed by the Purchaser, pursuant to Clause 2.19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- b. In exceptional circumstance, the Purchaser may prior to the expiry of initial validity period solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The EMD provided under Clause 2.15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its bid.

#### **2.17 Format and Signing of Bid**

- a. The uploaded bid shall be digitally signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Bid.
- b. Any correction made in the uploaded bid document should be signed by authorized signatory.

#### **2.18 Submission of bid**

- a. The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. **The complete bidding document downloaded has to be uploaded along with the bid** without any modifications/alternations, as a token of their acceptance towards enclosed scope of work, terms and conditions unconditionally.

- b. The technical Bid (Part I) has to be uploaded online and the commercial bid / price bid (Part II) has to be filled online at NCDFI portal

### **2.19 Deadline for Submission of Bids**

- a. Bids must be submitted NCDFI Portal—not later than the time specified for receipt of the bids in the Invitation for Bids (Section 1).
- b. The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 2.7, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **2.20 Late receipt of EMD**

Any EMD received by the Purchaser after the deadline for submission of bid prescribed by the Purchaser, pursuant of Clause 19, the bid shall be rejected.

### **2.21 Modification and Withdrawal of Bids**

- a. The Bidder cannot modify or withdraw its bid after the bid's submission.
- b. No bid can be modified subsequent to the deadline for submission of bids.
- c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

### **2.22 Bid Opening and Evaluation**

The BAANI will open the Technical bids (of those bidders whose **Original EMD, in acceptable form**, have reached the office of NCDFI portal as mentioned in clause no. 2.33 of this section) on the time and date stated in the IFB. Bidders can witness virtually opening of bid.

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

The BAANI will examine the bids to determine whether they are complete, whether the requisite EMD have been furnished, whether the documents have been properly uploaded, and whether the bids are generally in order.

### **2.23 Preliminary Evaluation**

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

The purchaser will also examine whether the bid is complete. If the prices of certain item are found as “0” (“ZERO”) it will be presumed that the bidder has included the cost of these items against some other items of the price bid. The bidder shall furnish/upload the details of such inclusions separately.

If the Purchaser considers that with these omissions, the offered services is not functional, then the bid will be treated as incomplete and non-responsive.

Arithmetical errors – Not Applicable

Prior to the detailed evaluation, the Purchaser will determine the substantial responsive to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents 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, the Purchaser'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. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

The Purchaser 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.

### **2.24 Evaluation and Comparison of Bids**

- a. The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 2.23. No bid will be considered if the complete requirement covered under the scope of work is not included in the bid. The unit price quoted should be after considering the discount, if any.
- b. The evaluation and comparison of bids will be done on the basis of quoted prices inclusive of applicable taxes and duties as mentioned in price schedule.

### **2.25 Contacting the Purchaser**

- a. Subject to Clause 2.23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b. Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

### **2.26 Post Qualification**

- a. In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- b. The determination will consider the Bidder's financial, technical and servicing capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 2.13, as well as such other information as the Purchaser deems necessary and appropriate including details of experience and records of past performance.
- c. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

### **2.27 Award of Contract**

Purchaser 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 provided further the bidder is determined to be qualified to perform the contract satisfactorily as per clause 2.28.

### **2.28 Purchasers Right to Vary Quantities at the Time of Award.**

The Purchaser reserves the right to vary the quantities at the time of award of the contract, if the need arises in consultation with the successful bidder.

### **2.29 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

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

Baani Milk Producer Company Limited also reserves the right to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the group Baani for the Purchaser's action.

### **2.30 Notification of Award**

- a. Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter/courier/by cable/telex/fax/e-mail, to be confirmed in writing by registered letter/courier, that its bid has been accepted.
- b. The notification of award will constitute the formation of the Contract.
- c. Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.31, the Purchaser will discharge the EMD of unsuccessful bidders, pursuant to Clause 2.15.

### **2.31 Signing of Contract**

- a. As the Purchaser notifies the successful Bidder that its bid has been accepted, the bidder is requested to submit the "Undertaking" as provided in the Bidding Document, incorporating all agreements between the parties.
- b. The "Undertaking" and "Acceptance copy of the contract" shall be returned within 15 days from the date of contract.

### **2.32 Performance Security**

- a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (10% of total contract amount)** in accordance with the Conditions of Contract, in the Performance Security Form/DD provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.
- b. Failure of the successful Bidder to comply with the requirement of Clause 2.31 or Clause 2.32 shall constitute sufficient reason for Baani for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- c. If the bid of the successful bidder is seriously unbalanced in relation to the BAANI estimate of the real cost of the work to be performed under the contract, the BAANI may require additional performance security to protect the BAANI against financial loss in the event of subsequent default of the successful bidder under the contract. The value of the additional performance security shall be decided by the Purchaser based on mutual discussions with the successful bidder. The additional performance security shall be valid until the completion of contract or the Purchaser may decide as.

### **2.33 Address for Communication:**

DGM (Purchase) Contact No.  
8725024701  
Email ID – [purchase@baanimilk.com](mailto:purchase@baanimilk.com)  
**Baani Milk Producer Company Ltd.**  
SCO 37&38, 1<sup>st</sup> Floor, Phase 2, Urban Estate  
Rajpura Road, Patiala 147002 (Punjab), India

### **2.34 Bid Form**

- a. The Bidder shall complete the Bid Form (Format given as (Section 5(A) furnished in the Bidding Documents and provided the same along with technical bid.
- b. All the required document duly sealed & signed should be submitted before the specified date and time at NCDFI Portal-

### **2.35 Place of Opening of bid: NCDFI website Portal.**

### **Section 3 General Terms & Conditions of the Contract**

#### **3.1 Bank Guarantee:**

Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (10% of total contract amount)** in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.

- a. A bank guarantee issued by a Nationalized Indian Bank or a foreign bank having branches in India valid for 3 months (claim period) beyond the defect liability period/warranty period.

OR.

- b. Demand Draft issued by Nationalized Bank/ Scheduled Bank/ Foreign Bank having branches in India in favour of Baani Milk Producer Company Ltd. payable at Patiala.

The Bank Guarantee will be discharged by the Purchaser and returned to the Supplier not later than 30 days after defect liability period/ warranty period.

#### **3.2 Date of Delivery:**

Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order.

#### **3.3 Liquidated Damages:**

If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, purchaser shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

- a. ~~0.5% of full contract value for each completed week of delay~~
- b. 0.5% of the value of the delayed items/services only, for each completed week of delay

Week comprising of 7 days including holidays and any incomplete week shall be ignored for the calculation of liquidated damages.

Purchaser may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its capacity, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The total amount so deducted shall not exceed 10% of the purchase order/ contract value. Once the maximum is reached, purchaser may consider cancellation/ termination of purchase order/ contract, and forfeiture of performance security and/or Retention amount.

### **3.4 Termination of contract:**

- a. During the term of this contract, either party, reserves its right to terminate this contract by giving 30 (Thirty) days' notice without assigning any reason thereof.
- b. Baani reserves the exclusive right to suspend, cancel, and terminate this contract at any time if it has sufficient reasons to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the Baani Milk Producer Company Limited, Patiala (office).
- c. The Baani Milk Producer Company Limited shall have the right to ask of the removal of any person, if one is not considered to be competent and orderly in the discharge of his duties.

### **3.5 Termination for Convenience**

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### **3.6 Penalty:**

- a. In the event of the Contractor's failure to execute the work entrusted to him under this contract satisfactorily, Baani Milk Producer Company Limited shall make alternative arrangement to do it and the difference of cost incurred by Baani Milk Producer Company Limited, thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- b. If the service provided by the agency is found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found in a stipulated time, then a penalty up to 10% of the monthly payment value will be imposed and same shall be recovered from the monthly bill.

### **3.7 Force Majeure**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither party shall be considered in default in performance of their obligations here under if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of law and order proclamation, regulation or ordinance of any Government or of any act of GOD or any other clause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

### **3.8 Taxes, duties and levies**

All taxes, duties, levies etc. imposed by the Central / state Government in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor during currency of contract. The taxes deemed to have included in the price bid, however service tax shall be payable as applicable.

### **3.9 Completion of contract**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

### **3.10 Payment Term.**

80% payment shall be made within 30 days after Completion of supply and against the submission of BG of 10% amount of contract Value including GST. Balance 20% shall be made after installation and commission of equipment at site.

All the bank guarantee/s should be in the pro-forma prescribed by purchaser and from a Nationalized Bank or a foreign bank having

branches in India. The performance/retention bank guarantees should be valid up to 90 days beyond the warranty period.

### **3.11 Insurance:**

In case where the purchase order is placed on “free delivery at site” including unloading basis, no insurance premium will be paid by purchaser. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.

### **3.12 Rejection:**

Purchaser reserves the right to reject the goods either in full or in part, if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/ description given in the purchase order. The rejections, if any, will be intimated to the supplier in writing within a reasonable time. The supplier will be liable and responsible to repair/ replace the rejected goods within the original delivery period. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc. Till the repair/ replacement is made, the rejected goods shall be lying at supplier’s risk, cost and responsibility. If the supplier does not arrange to repair/ replace the rejected goods within the original delivery period, purchaser may dispose off such goods at supplier’s risk and in the manner purchaser thinks fit. Purchaser shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at supplier’s risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor. Purchaser shall be entitled to recover the expenses made by Purchaser on storage and handling of such rejected goods till the goods are removed from Purchaser’s premises/ stores.

### **3.13 Warranty:**

The supplier/ contractor must provide a warranty for a minimum period of as mentioned in the technical specification from the date of commissioning of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by Purchaser. If the equipment remains out of order during this period, the warranty will be accordingly extended by period the equipment was out of order due to non-repair by the supplier/ contractor.

### **3.14 Drawings, Specifications & Manuals:**

Wherever applicable, prior to commencement of fabrication, the supplier/ contractor shall have to submit for Purchaser 's -- approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment. Soft copy of the final (As built) drawings shall be submitted. In case of items for which drawing are provided by Purchaser, the supplier/ contractor shall fabricate/ manufacture the items strictly in accordance with these drawings and any other instruction given by Purchaser . For such items, there is no need for the supplier/ contractor to submit the drawings to Purchaser for approval prior to commencement of fabrication/ manufacture. Where documents and drawings are supplied to the supplier/ contractor by Purchaser, the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of Purchaser in writing. All such documents and drawings, shall be the property of Purchaser and they must be returned to Purchaser after execution of the order. Wherever applicable, 3 sets of equipment manual should be provided along with the consignment.

### **3.15 Variation:**

- (a) The Purchaser can make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Supplier to do and the Supplier shall do any of the following:
- a. Increase or decrease the quantity of any work included in the contract,
  - b. Omit any such work,
  - c. Change the character or quality or kind of any such work,
  - d. Change the levels, lines, position and dimensions of any part of the works, and
  - e. Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract price.
- (b) All extra or additional work done or work omitted by order of the Purchaser shall be valued at the rates and prices set out in the contract if in the opinion of the Purchaser, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Purchaser and the Supplier, with consideration of Overhead & Profit

limiting to 15%. In the event of disagreement, the Purchaser shall fix such rates or prices as shall, in his opinion, be reasonable and proper.

### **3.16 Sub-Contract:**

In the event of awarding sub-contract to any party/parties by the supplier/ contractor for the manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, the supplier/ contractor must furnish the details about their sub-contract also. The responsibility regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors' rests on the supplier/ contractor.

### **3.17 Spares:**

If asked for, the supplier shall provide a list of spare parts, which will be required for the plants and equipment supplied for at least two years of normal operation with the names and the addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.

### **3.18 Inspection:**

On placement of order, the equipment under the purview of supply should be inspected by the supplier's own technical experts at the supplier's works and such inspection report should be forwarded to Purchaser in triplicate. However, Purchaser reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. The supplier should intimate the Purchaser without fail, when the equipment is ready for inspection including the stage wise inspection. The supplier should not proceed with further manufacture and/or dispatch of equipment, without obtaining a clearance certificate from Purchaser. The supplier should forward to Purchaser the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication

### **3.19 Dispatch Instructions:**

The materials are to be dispatched to the destination by the mode of transport specified in order under intimation to Purchaser. Depending on the type of material, the supplier shall have to carry out proper packing/crating to avoid breakages in transit. Other details of dispatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from Purchaser in writing should be obtained. All consignments should be dispatched on freight paid basis irrespective of price basis. In the event of freight payable extra by Purchaser, the supplier shall have to obtain Purchaser's-- prior approval and produce necessary

documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e-way bills and Packing List.

### **3.20 Demurrage:**

The supplier shall bear and reimburse to Purchaser the full demurrage, if any, paid by reason of delay on their part in forwarding the original dispatch documents to the destination mentioned in the purchase order.

### **3.21 Submission of Bills:**

Bills in triplicate stating therein the purchase order reference along with necessary copies of dispatch documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, the payment shall be made by Crossed Account Payee cheque/RTGS/NEFT according to the terms of payment mentioned in the purchase order.

### **3.22 Electricity:**

Electricity required for execution of works at site will be provided free of cost. However, necessary arrangements for tapping/connection etc. will have to be made by the contractor at his own cost.

### **3.23 Force Majeure:**

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor Purchaser shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state at Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

### **3.24 Arbitration**

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by Baani Milk Producer Company Limited at the time of dispute.

- b. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- c. It is a term of the contract that the cost of arbitration will be borne by both the parties.
- d. The venue of the arbitration shall be Patiala.
- e. Settlement of any disputes arising out of this agreement will be subject to Delhi Jurisdiction only. The resolution of dispute, if any, shall be settled initially, by way of mutual consultation and if it is not settled the same shall be referred to arbitrator. The sole arbitrator will be appointed by NDDB Dairy Services or an officer designated Baani Milk Producer Company Limited under his discretion and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 and thereafter amendments issued from time to time. The award of such sole arbitrator shall be final, conclusive and binding on the parties to this contract.

### **3.25 Jurisdiction**

The contract shall be governed by and constructed according to the law in force in India. The venue of the arbitration shall be at Patiala only.

### **3.26 Negligence or default of contractor:**

- a. Baani Milk Producer Company Limited may without prejudice to its other rights or remedy against the contractor in respect of inferior workmanship or any other provision of this contract or otherwise may issue a Notice in writing to absolutely determine the contract for the following cases:
- b. If the contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy even after written notice.
- c. When the contractor has been made liable for action under the aforesaid cases, Baani Milk Producer Company Limited shall have powers:-
- d. To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of Baani Milk Producer Company Limited.
- e. After giving notice to the contractor to measure up the work done by him in order to get the balance work done by another contractor.

**Section 4 Technical Requirement of the Contract**

**Specification for High Pressure Jet Washer (Upto 150 Bar)**

<b>Sr. No</b>	<b>Specifications</b>	
1	Working pressure	Max 180 bar
2	Rated Flow	Min. 390L/Hr.
3	Motor Type	Induction Motor
4	Rated Power	Max. 2800 Watt
5	Voltage	220 V
6	Frequency	50Hz
7	Warranty	1 Year
8	Accessories	All standard accessories should be included to operate the machine

- Selected Bidder has to provide a demo of the machine as per the specifications.

**Section 5 PRICE SCHEDULE**

Price Schedule for Supply Installation Testing and Commissioning of

Sr No	Details	Qty*	Unit	Unit Rate excluding GST <b>(A)</b>	Unit Rate including GST <b>(B)</b>	Total Amount including GST <b>(C)</b>
		<b>Q</b>			<b>A*GST</b>	<b>B*Q</b>
1	High Pressure Jet Washer (upto 150 bar)	<b>2700</b>			Rates to be filled in NCDFI Portal only	
	<b>Amount of contract in Rs including GST</b>					
<p><b>Bid will be evaluated on overall basis.</b></p> <p>Only 60% of the quantity <b>shall be committed to the</b> technically qualified and commercially evaluated L1 bidder <b>for the respective item.</b></p> <p><b>The remaining 40% of the quantity may be offered to the</b> L2 bidder, <b>provided the L2 bidder is willing to supply the item at the</b> L1 rate.</p> <p><b>In case the L2 bidder declines, the same opportunity shall be extended to the</b> L3 bidder, <b>provided the L3 bidder is willing to supply the item at the</b> L1 rate. if L3 also denies the whole lot to be supplied by L1 bidder.</p> <p><b>It must be noted that the</b> allocation of this balance 40% quantity is at the sole discretion of the Purchaser (Baani). <b>The Purchaser reserves the right to</b> allot the entire 100% quantity to the L1 bidder <b>if deemed appropriate.</b></p>						

**Section 5(A) Form of Bid**

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

Date : \_\_\_\_\_

**IFB Ref: BMPCL:JICA:OT:DTC:2025-26:JET WASHER**

**TO: Baani Milk Producer Company Limited**  
SCO 37&38, First Floor, Phase 2, Urban Estate,  
Rajpura Road, Patiala (Punjab) 147002

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

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

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(In the Capacity of)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : \_\_\_\_\_

\_\_\_\_\_

Name of Witness : \_\_\_\_\_

Signature : \_\_\_\_\_ Address : \_\_\_\_\_

**Section 6 DEVIATION STATEMENT FORMS**

TECHNICAL DEVIATION STATEMENT

FORM PART-A

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

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

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

Dated: \_\_\_\_\_ Signature and seal of the  
Manufacturer / Bidder

NOTE:

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

**Section 7 BIDDING TERMS DEVIATION STATEMENT**  
**FORM PART-B**

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

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

Dated:

Signature and seal of the  
Manufacturer / Bidder

NOTE:

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

## **Section 8 Form 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 National Dairy Development Board Dairy Services (hereinafter referred to as the Baani Milk Producer Company Limited) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, Baani Milk Producer Company Limited / its clients has 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 Baani Milk Producer Company Limited in terms and conditions of the Bidding Document and the Contract which will be kept valid upto \_\_\_\_\_ 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 Baani Milk Producer Company Limited and the Supplier/ Contractor.

In consideration of the Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited , 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 Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited is entitled to demand an amount equal to Rs -----from the Supplier/ Contractor and the demand made by the Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the Baani Milk Producer Company Limited that the Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited shall be under no obligation to marshal in favour of the Bank any such securities or asset that the Baani Milk Producer Company Limited may be entitled to receiving or have a claim upon and the Baani Milk Producer Company Limited 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 Baani Milk Producer Company Limited 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 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 Baani Milk Producer Company Limited in writing and the guarantee shall be a continuous and irrevocable guarantee upto 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 Baani Milk Producer Company Limited serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place:  
Date:

\_\_\_\_\_  
(SIGNATURE)  
SEAL  
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	
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	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by Baani Milk Producer Company Limited only upon receipt of confirmation in either one of the modes as prescribed above.***

## **Section 9 Pre-Bid Undertaking – Service Commitment, Security Deposit**

To,

### **Baani Milk Producer Company Limited**

SCO 37&38, First Floor, Phase 2, Urban Estate  
Rajpura Road, Patiala (Punjab) 147002

### **Subject: Pre-Bid Undertaking – Service Commitment, Security Deposit & Blacklisting Terms**

Dear Sir/Madam,

We, [Name of the Bidder], having our registered office at [Bidder's Address], hereby submit this undertaking as part of our bid in response to Tender No. **BMPCL:JICA:OT:DTC:2025-26:JET WASHER** dated [\_\_\_\_\_] for the supply of 2700 Numbers of

#### **High Pressure Jet Washer (up to 150 Bar)**

We understand that this undertaking does not confer any assurance or guarantee of order placement by [Your Organization Name], and is being submitted as part of our compliance with the bid conditions.

In the event that we are awarded the contract, we hereby agree and undertake the following:

#### **A. Service Commitment**

If awarded the order, we shall provide installation, commissioning, warranty support, post-sale services, maintenance, and fulfill all other service obligations as per the tender terms and Purchase Order conditions.

#### **B. Security Deposit**

Upon award of the contract, we undertake to deposit a Security Deposit of [10% of PO value] in the form of Bank Guarantee into the designated account of [Baani Milk Producer Company Ltd], as a commitment towards fulfilling the service obligations.

#### **C. Forfeiture & Blacklisting Clause**

We further agree that if, after issuance of the Purchase Order: if

- We fail to deliver the agreed services,

- Delay, disrupt, or default on service commitments,
- Breach any of the terms specified in the contract,

**Then Baani shall have the absolute right to:**

- Forfeit the Security Deposit, and
- Blacklist us from participating in future tenders/procurements for a period deemed appropriate.

Declaration

This undertaking is submitted as part of the bid compliance and will become binding if we are awarded the contract. We accept that this is essential to ensure service reliability and protect the interests of [Your Organization Name].

Yours faithfully,

\_\_\_\_\_  
Authorized Signatory  
(Name: \_\_\_\_\_)  
(Designation: \_\_\_\_\_)  
(Company Name: \_\_\_\_\_)  
(Seal & Date)