



NCCF

भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित NATIONAL CO-OPERATIVE CONSUMER'S FEDERATION OF INDIA LTD.

(Ministry of Consumer Affairs, Food & Public Distribution, Govt. of India)

Branch Office: Adarsh Nagar, Kanke Road, Ranchi - 834008

आदर्श नगर, कांके रोड, राँची- 834008



NCCF/Ranchi/BUSS/2022-23/238

Date :- 26.12.2022

VERY SHORT TENDER NOTICE

Ranchi Branch of NCCF invites Tenders from Empaneled/ Non-Empaneled Business Associates of NCCF for following work.

- 1-Name of Work – Supply of Sanitary Napkine
- 2- Cost of Tender Documents - Rs 5,000 /-
- 3-Earnest Money Deposit (EMD) by online payment or through DD (No interest will be paid) – Rs.26,00,000.00

Note- (1) For Empanelled Suppliers- Nil for works up to Rs 10.0 Lakh value and 1% of the cost of work for works having value of more than Rs 10.0 lakhs.

(2) For Non - Empanelled Suppliers-2% of the cost of work for works up to Rs 10.0 Lakhs and 1% of the cost of work for works having value of more than Rs 10.0 lakhs.

(3) In case higher EMD is required by Client Dept., the required amount shall be included with the Tender and item No. (1) and (2) above shall not be considered in such a case.

4-Date and Time of start of Tender Submission – 26.11.2022 at 5 p.m.

5-Last Date and Time of Tender Submission – 28.12.2022 at 12.00 PM.

6-Date and Time of Tender Opening – 28.12.2022 at 12.30 P.M.

7-Place of Tender Opening- Office of Branch Manager Ranchi, NCCF

9-Account Details for Depositing EMD

Name of Account Holder- NATIONAL COOPERATIVE CONSUMERS FEDERATION OF INDIA LTD.

Account Number- 1844240526


Name of Bank and branch- Central Bank of India, Kanke Road Branch, Ranchi

IFSC Code - CBIN0283072

Terms and Conditions:

- 1- Selection of the bidder will be made on the basis of maximum margin offered for NCCF and lowest rate quoted.
- 2- NCCF Shall be at liberty to distribute 40 % of the total tendered quantity of materials amongst other than L1 bidders subject to acceptance of L1 rates by other than L1 bidders and fulfilment of eligibility criteria by them.
- 3- NCCF shall terminate the empanelment of a Business Associate if they have competed against NCCF in any bid either individually, as a partner or in a Joint Venture.
- 4- First Preference shall be given to the empanelled Business Associate of Tendering Branch of NCCF. Second preference (in case of absence of valid Business Associate of Tendering Branch) shall be given to Empanelled Business Associates of other NCCF Branches and third preference shall be given to Non-Empanelled Business Associates with a condition that they shall apply for empanelment with NCCF within a week of being declared successful bidder by submitting required documents as per NCCF Business guidelines and get themselves empanelled with NCCF before issue of formal Letter of Acceptance.
- 5- All successful bidders will have to deposit a Security Deposit (SD) of 2 % (Nil for empanelled suppliers of NCCF for works up to Rs 10.0 Lakhs) of awarded value. EMD of successful bidders can be included as SD whereas in case of unsuccessful bidders, it will be refunded. No interest will be paid on SD money.
- 6- NCCF shall be at liberty to postpone/ cancel the tender and accept or reject any bid.
- 7- Terms and conditions would remain same as mentioned in the tender schedule enclosed herewith.

DATED – 26.12.2022


26/12/22
BRANCH MANAGER
NCCF, Ranchi Branch
M - 7065085775



**JHARKHAND MEDICAL & HEALTH INFRASTRUCTURE DEVELOPMENT
& PROCUREMENT CORPORATION LTD.**

MCH BUILDING, RCH CAMPUS, NAMKUM, RANCHI – 834010.
(CIN – U855100JH2013SGC001276)E-mail:jmhidpc2014@gmail.com
Website: <https://jmhidpc.jharkhand.gov.in/>
GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Bid Ref No JMC/NIT-22/SN/ 99

Date: 14-12-2022

RATE CONTRACT FOR SUPPLY OF SANITARY NAPKINS

The **Managing Director, Jharkhand Medical & Health Infrastructure Development & Procurement Corporation Limited (JMHDPC), Ranchi** hereby invites Tender in two-Bid system (Technical Bid and Financial Bid) through e-procurement from eligible Manufacturer/their Authorized Dealer/Distributors/Authorized Stockiest for **Supply of Sanitary Napkins**.

The Bid documents with detailed conditions can be viewed and downloaded through website <http://jharkhandtenders.gov.in> and should be submitted through e-procurement system only. The eligible Bidder(s) willing to participate must be registered in e-procurement portal.

PARTICULARS	DATE & TIME
Name of the Work	Rate Contract for Supply of Sanitary Napkins
Time of Completion	Within 60 days after issuing of work order
Date of Publication of Bid	15-12-2022
Pre-bid Meeting (Date & Time)	19-12-2022, 03:00 PM
Bid Submission Start Date	23-12-2022
Bid Submission Closing Date & Time	29-12-2022, 03:00 PM
Bid Opening Date for Technical Proposal	30-12-2022
Date of Opening of Financial Proposal	To be notified later
Application Fee (Non-Refundable)	5000 /- (Rupees Five Thousand only)
Earnest Money Deposit	2600000 /- (Rupees Twenty six lakh only)
Contact/ Helpline No. of E-Procurement Cell	+91-8709368893 / +91-9955792367

Note: The above dates may change due to declaration of holidays. In the event of any of the dates being declared as a holiday for the office of the JMHDPC, the Bids will be opened on the next working day at the appointed time.

JMHDPC reserves the right to amend or withdraw any of the terms and conditions contained in the Bid document including quantity/ number of items to be supplied or to reject any or all Bids without giving any notice or assigning any reason. The decision of the Managing Director, JMHDPC in this regard shall be final.

Detailed Bid document can be seen, downloaded, and applied through website <http://jharkhandtenders.gov.in> only, hard copies of Technical Bid & Financial Bid will not be entertained except original Application Fee & Earnest Money Deposit.

G.M(Procurement),
JMHDPC



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Bid Ref No. JMC/NIT-22/SN/99

Date : 14-12-2022

RATE CONTRACT FOR SUPPLY OF SANITARY NAPKINS

National Competitive Bidding

E-Bid in two Bid system is invited by the **Managing Director, Jharkhand Medical & Health Infrastructure Development & Procurement Corporation Limited (JMhidPCL), Ranchi** from reputed Manufacturer/their Authorized Dealer/Distributors/Authorized Stockiest for **Supply of Sanitary Napkins**.

Last Date for Receipt of Bids:

E-Bid in two two-Bid system [Technical Bid (Cover A) and Financial Bid (Cover B)] should be uploaded from 23-12-2022 up to 29-12-2022, 03:00 PM.

Important Notes:

1. The Bid document fee and the EMD should be submitted in original before the opening of the technical Bid to the office of the tender inviting authority.
2. The Bidder(s) shall quote prices in Indian Rupees only, on Door Delivery Basis (DDP consignee end as per INCOTERMS rules) to all consignees.
3. Delivery of the ordered items shall be affected at JMhidPCL, Ranchi, Jharkhand or as specified in the Purchase Order.
4. All documents submitted should be serially numbered as per Check List.
5. The Bidder(s) may be any entity satisfying the eligibility criteria as per the Bid document.

Pre-Bid Meeting

6. The Bidder(s) or their official representative(s) are invited to attend a Pre-Bid Meeting which will take place on 19-12-2022, 03:00 PM in the office of JMhidPCL, GVI Campus, Namkum, Ranchi - 834010. Non-attendance at the Pre-Bid Meeting will not cause the disqualification of any Bidder(s). Prospective bidders are requested to submit their queries with respect to the tender through e-mail to jmhidpc2014@gmail.com on or before the pre-bid meeting date. Queries received after the pre-meeting date shall not be considered.

Sd/-
G.M(Procurement),
JMhidPCL



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Section 1: Instruction to the Bidder(s)

1.1. General Conditions

Bidders are requested to go through the bid document carefully and shall ensure that the product (s) quoted comply the specification as provided in the Annexure **XI**. Quantity indicated in the Bid document is tentative and subject to change depending on actual requirement.

Bid is to be downloaded from the official website www.jharkhandtenders.gov.in. The Application Fee of Rs. **5000/-**(non-refundable) in the form of Demand Draft drawn in the favour of “Jharkhand Medical & Health Infrastructure Development & Procurement Corporation Ltd.” payable at Ranchi is to be deposited in the office of JMHDPCCL in original before the date of opening of Technical Bid. Bid without the Application Fee will not be accepted.

All Bids must be accompanied with Earnest Money Deposit as specified in the relevant clause of this Bid Document.

Bids will be opened in the presence of Bidder(s)/ Authorized Representatives who choose to attend on the date and time specified in the Bid Document.

At any time prior to the date of submission of Bid, the Bid Inviting Authority may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder(s), modify the Bid Document by an amendment. All prospective Bidders who have received the Bid Document will be notified of the amendment on the website and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their Bid, Bid Inviting Authority may at its discretion, extend the date and time for submission of Bids.

Interested eligible Bidder(s) may obtain further information from the office of the Bid Inviting Authority during office hours.

1.1.1. Technical Bid

The Bidder(s) should furnish the following documents/charges in a separate cover hereinafter called "**Cover A**".

Sl. N.	Particulars of the technical bid	Documents to be enclosed / attached
1	Application / Tender Document Fee	Fee amounting Rs. 5000.00 in the form of DD
2	Earnest Money Deposit (EMD)	EMD amounting Rs. 2600000.00 in the form of Bank Guarantee
3	Annexure I : Bid Submission Form (Covering Letter)	Annexure I : Bid Submission Form (Covering Letter)



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4	Annexure II : Bidders information	a) Bidders information sheet (Annexure II) b) Self-attested copy of Certificate of Incorporation for company / Certificate of Registration and Partnership Deed for partnership firm / Registration certificate and Bylaws for Co-operative Society / Society Registration certificate and Bylaws for Society / Trust Deed / Proprietorship declaration by the bidder in the letter head along with Trade License or any government registration or license establishing legal entity status of the bidder (As applicable) c) Self attested copies of PAN card and GSTIN Registration. d) Power of attorney / Board Resolution regarding authorized signatory
5	Annexure III	Undertaking / eligibility declaration by the bidder (Annexure III)
6	Annexure IV	Undertaking / declaration regarding non-blacklisting / non-debarment by the Principal Manufacturer (Annexure IV)
7	Annexure V	Authorization by Principal Manufacturer (for Indian Manufacturer) / Foreign Principal Manufacturer or their authorized Agent in India (Annexure V)
8	Valid Manufacturing License of the Principal Manufacturer (for Indian manufacturer)	Self-attested copies of valid manufacturing license a) Updated Factory License (for Indian manufacturer) b) UDYAM Registration certificate with Udyog Aadhar Memorandum (UAM) Registration Certificate No. c) EM Part II or Date of Production (DOP) certificate issued by Director Industries /District Industries Centre (for Indian manufacturer) d) Govt Purchase Enlistment Certificate & Store Details issued by NSIC
9	Annexure VI (Applicable only in case of foreign Principal Manufacturer)	(a) Declaration by Agents/ Associates of Foreign Principal Manufacturers(Annexure VI) (b) Letter of authorisation from foreign Principal Manufacturer to the Agents/ Associates in India (c) Registration certificate issued by DPIIT in pursuant of Rule 144 (xi) of General Financial Rule, 2017 (d) Declaration by the Bidder in compliance of the Rule 144 (xi) of General Financial Rule, 2017
10	Valid import license by the importer (Applicable only in case of foreign Principal Manufacturer)	Self-attested copy of valid Import License issued by CDSCO to the authorized Indian Agent of the foreign Principal Manufacturer
11	Annexure-VII A: Annual Turnover Statement of the Bidder	a) Annual Turnover Statement of the Bidder (Annexure-VII A) b) Self-attested copies of Audit report of last three financial years (2020-21, 2021-22, 2022-23) of the Bidder c) Self-attested copies of Income Tax Returns filed of last three years (2020-21, 2021-22, 2022-23) of the Bidder



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13	Annexure-VII B: Annual Turnover Statement of the Principal manufacturer	<ul style="list-style-type: none"> a) Annual Turnover Statement of the Principal manufacturer (Annexure-VII B) b) Self-attested copies of Audit report of last three financial years (2020-21, 2021-22, 2022-23) the Principal manufacturer c) Self-attested copies of Income Tax Returns filed of last three years (2020-21, 2021-22, 2022-23) the Principal manufacturer
14	Annexure-VIII : Performance Statement for the Bidder	<ul style="list-style-type: none"> a) Performance Statement for the Bidder (Annexure-VIII) b) Self-attested copies of work orders / purchase orders / contracts of last three financial years (2020-21, 2021-22, 2022-23)
15	Annexure-IX	Declaration on Manufacturing Unit by the Bidder (Annexure-IX)
16	Annexure- X	List of Items quoted with the name of the Principal Manufacturer (Annexure-X)
17	Annexure- XI	<ul style="list-style-type: none"> (a) Technical Specification cum Compliance Sheet by the Principal Manufacturer (Annexure- XI) (b) Technical Brochures of the item / product offered (c) Quality certifications of the item / product offered (d) Market standing certificate issued by CDSCO for manufacturer / authorised agent of foreign manufacturer (e) Non-conviction certificate issued by CDSCO for manufacturer / Authorised agent of foreign manufacturer
18	Annexure –XII	Terms & Conditions (Annexure –XII)
19	Annexure –XIII	A checklist for self-assessment (Annexure –XIII)

1.1.1.1. Application Fee

Application Fee of Rs. 5000/- (non-refundable) in the form of a Demand Draft in the favour of “Jharkhand Medical & Health Infrastructure Development & Procurement Corporation Ltd.” payable at Ranchi is to be deposited in original before the date of opening of technical Bid.

1.1.1.2. Earnest Money Deposit (EMD)

Earnest Money Deposit amounting Rs. **2600000** /- (Rupees **Twenty six lakh** only) in the form of Bank Guarantee from any of the Commercial Banks favouring “Jharkhand Medical & Health Infrastructure Development & Procurement Corporation Ltd” payable at Ranchi (**Bank Detail: Account Name - JMHDPCCL, Bank Name - Indian Bank, Branch - RCH Namkum, Ranchi, Account No. -50342902860, IFSC Code – IDIB000R624**) is to be deposited in the office of JMHDPCCL in original before the date and time of opening of Technical Bid.

Earnest Money Deposit in any other form will not be accepted. Earnest Money Deposit will not earn any interest. The Earnest Money Deposit of the successful Bidder(s) may, at the discretion of Bid Inviting Authority may be adjusted towards the Security Deposit payable by the Bidder(s). The EMD of unsuccessful Bidder(s) shall be returned as promptly as possible. The EMD of the successful Bidder(s) will be returned when the Bidder(s) has signed the Contract and furnished the required Performance Guarantee. The Bid security may be forfeited, if



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- a. The Bidder(s) withdraws its Bid, or
- b. In the case of a successful Bidder(s), if the Bidder(s) fails within the specified time limit to
 - i. sign the contract, or
 - ii. furnish the required performance guarantee

The EMD shall remain valid for a period **45** days beyond the validity period for the Bid, and beyond any extension subsequently requested under.

1.1.1.3. Constitution of Company of Bidder(s)

The Bidder (s) shall be a legal entity registered under the prevailing acts and laws. Documentary evidence defining the constitution or legal status, place of registration and principal place of business such as Certificate of Incorporation/Partnership Deed/Co-operative Society Registration/ Society Registration Certificate/Trust Deed/ Proprietorship declaration by the bidder along with Trade License or any government registration or license establishing legal entity status of the bidder should be submitted.

1.1.1.4. Eligibility of bidder (s) from restricted countries

1.1.1.4.1. In reference to Rule 144 (xi) of General Financial Rule, 2017, the bidder (s) from a country that shares a land border with India, excluding countries as listed on the website of the Ministry of External Affairs (<https://meadashboard.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)(<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>) .

Bidder(s) shall enclose the self-declaration in this regard along with the registration certificate issued by DPIIT.

1.1.1.4.2. Bidder (s) from a country which shares land border with India shall means: -

- a) An entity incorporated, established, or registered in such a country; or
- b) A subsidiary of an entity incorporated, established, or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium/ joint venture where any member falls under any of the above



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1.1.1.4.3. The beneficial owner

The beneficial owner shall mean:

- a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means

Explanation-

- (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of the company's shares or capital, or profits
- (ii) "Control" shall include the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements;
- b) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- c) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official
- d) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.



1.1.1.4.4. Agent

An agent is a person employed to do any act for another, or to represent another in dealings with third person.

**1.1.1.4.4.1. Regulation of Indian Agents/ Associates of Foreign Principal Manufacturers/
Original Equipment Manufacturers**

In case the bidder is Foreign Principal Manufacturer / Original Equipment Manufacturer, their Indian Agent/ associate, their dealings shall be regulated. Foreign Principal Manufacturer / Original Equipment Manufacturer and their Agents/ Associates must provide required declarations in **Annexure VI: Declaration by Agents / Associates of Foreign Principal manufacturers**

The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether agents of manufacturer holding the Letter of Authority of the Foreign

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Principal Manufacturer / Original Equipment Manufacturer, authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.

- i) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
- ii) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
- iii) Failure to furnish correct and detailed information shall render Foreign Principal Manufacturer / Original Equipment Manufacturer bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal Manufacturer / Original Equipment Manufacturer and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

1.1.1.5. Purchase Preference Policies of the Government

Unless otherwise stipulated, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- i) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017” (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
- ii) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- iii) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- iv) Any other category of Bidders, as per Government of Jharkhand Policies, announced from time to time.



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1.1.1.6. Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to “Local Suppliers” to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

1.1.1.6.1. Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.:

- i) 'Class-I local Supplier' with local content equal to or more than 50%.
- ii) 'Class-II local Supplier' with local content equal to or more than 20%, but less than that applicable for Class-I local Supplier.
- iii) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

1.1.1.7. Manufacturing License of Principal Manufacturer

Self attested photocopy of valid Manufacturing License duly issued by the Licensing Authority to for the products quoted to the Principal Manufacturer in case of Indian manufacturer should be submitted as detailed below.

- i) Updated Factory License (for Indian manufacturer)
- ii) UDYAM Registration certificate and Udyog Aadhar Memorandum (UAM) Registration Certificate (for Indian manufacturer)
- iii) EM Part II or Date of Production (DOP) certificate issued by Director Industries /District Industries Centre (for Indian manufacturer)
- iv) Manufacturing license to sell or distribute sanitary pad issued by Central Licensing Authority (CDSCO) / State Licensing Authority,
or
NOC from the DCGI to sell or market the devices that do not require any registration (for Indian manufacturer)

1.1.1.8. Import License

Self attested photocopy of valid Import License issued to the authorized agent / importer of the foreign Principal Manufacturer by CDSCO for the sale of the product in India should be submitted, if the product quoted is manufactured overseas. The license must have been renewed up to date.



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1.1.1.9. Power of Attorney

Attested copy of instruments such as Power of Attorney, Resolution of Board etc. authorizing an officer/ authorized representative of the Bidding firm to submit their Bids shall be submitted. Such authorized officer//representative should sign the Bid documents.

1.1.1.10. Quality Certificate

Attested copies of valid Quality Certificates as specified in the product specification for the quoted product. (only of manufacturers whose product has been offered)

1.1.1.11. Undertaking

Undertaking by the Bidder as per **Annexure III** (in stamp paper) by the bidder should be submitted. Principal manufacturer shall submit and undertaking regarding non-blacklisting as per **Annexure IV** (in stamp paper for Indian manufacturers. Foreign manufactures shall submit on letterhead).

1.1.1.12. Manufacturer's Authorization

In the case of a Bidder(s) offering to supply the goods under the Contract that the Bidder(s) does not manufacture or otherwise produce the Bidder(s) should be duly authorized by the manufacturer of the goods who meets the criteria as above (all supporting documents/information as asked above for manufacturer shall be submitted with the Bid) for the respective items supplied by such manufacturer(s), as per authorization Form Annexure

One manufacturer shall authorize only one Bidder(s) for one product. In case of multiple authorizations, all such Bids shall be rejected. Bids without authorization letters will be disqualified.

1.1.1.13. Average Annual Turnover



Annual turnover statement for past three financial years i.e. **2020-21, 2021-22, 2022-23**, in the format given in **Annexure VII** certified by the Auditor/Chartered Accountant. It is to be noted that such statement of both the Bidder(s) and the manufacturer (in case the Bidder(s) is not a manufacturer) must be submitted.

The Certificate of Auditor/Chartered Accountant should be supported by Audited "Profit & Loss Statement" and "Balance Sheet" of past **three** financial years for the Bidder(s). In case of foreign manufacturer, only CA certificate in INR is required.

1.1.1.14. Execution of Similar Contracts

Details of supplies made during the last financial years with summary of Purchase Orders and Performance Certificates issued by clients in the specified format (Refer **Annexure VIII**). The vendor shall submit self-attested declaration that all orders are executed satisfactorily.

1.1.1.15. GST Registration Certificate

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Self-attested copy of GST Registration Certificate issued by the competent Authority to the manufacturer.

1.1.1.16. Details of Manufacturing Unit

Details of Manufacturing Unit as per **Annexure IX**. The details containing the name and address of the premises where the items are actually manufactured, the legal status, place of registration and principal place of business of the company or firm or partnership, etc.

The Bidder(s) shall also furnish the following documents along with his Bid:

A copy of its manufacturing license with product number and date and installed manufacturing capacity should be submitted.

Further, Bidder(s) should be in continuous business of manufacturing/ supplying and after sales services of products similar to the items quoted in during the last three years prior to the Bid opening.

1.1.1.17. List of Items Quoted

The list of items quoted shall be furnished in the format at **Annexure X**. The list shall specifically indicate manufacturer's name, model no. etc. offered for each item.

1.1.1.18. Product Specification

The product quoted shall comply the product specification as provided in **Annexure XI**.

1.1.1.19. Market Standing Certificate

Market standing certificate for the product issued by CDSCO for manufacturer / authorised agent of foreign manufacturer.

1.1.1.20. Non-conviction certificate Market Standing Certificate

Non-conviction certificate issued by CDSCO for manufacturer / authorized agent of foreign manufacturer.

1.1.1.21. Terms & Conditions of Bidder(s)

Terms & Conditions as per **Annexure XII** should be submitted.

1.1.1.22. Signature & Seal on each page

The Bidder(s) should serially number all the documents of his Bid, provide a summary table, and sign/ initial all pages with office seal by the Bidder(s) before uploading it on the website.

1.1.1.23. Checklist of Documents

A checklist for self-assessment (**Annexure XIII**) for the list of documents with their page no. to be enclosed is appended. The documents should be serially arranged as per the checklist.



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Further following documents are to be deposited in original at JMHDPC.

- Power of Attorney
- Application Fee
- EMD

1.1.1.24. One Bid per Bidder(s)

A firm shall submit only one Bid in the same Bidding process, either individually as a Bidder(s) or as a partner of a joint venture. No firm can be a subcontractor while submitting a Bid individually or as a partner of a joint venture in the same Bidding process. A firm that submits a Bid individually or as a joint venture partner, and also participates in any capacity in another Bid, will cause all the Bids in which the firm has participated to be disqualified.”

Note: Supplies for any particular item in each schedule of the Bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item in the Bid will be treated as non-responsive.

- Notwithstanding anything stated above the purchaser reserves the right to assess the Bidder(s)’s capabilities and capacity to execute the contract satisfactorily before deciding on the award.
- Even though the Bidder(s)s meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in the proof of the qualification requirements; and/ or record of the poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.
- Details of two persons that JMHDPC may contact for requests for clarification during Bid evaluation

Name		
Telephone No (direct)		
Email address		

- The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.
- Bidder(s) should furnish Authority to the Purchaser to seek references from the Bidder(s)’s bankers.

1.1.2. Financial Bid

“Cover B” shall contain the Financial Bid in the form at **Annexure XIV** of the Bid on Door Delivery Basis (DDP consignee end as per INCOTERMS rules) to all consignees.

1.1.2.1. Signature & Seal on each page

Each page of the Financial Bid should be duly signed by the Bidder(s) affixing the office seal before uploading it on the website.



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



1.1.2.2. Signature on Corrections

Bid should be typewritten and every correction in the Bid should be attested with full signature by the Bidder(s), failing which the Bid will be ineligible. Corrections done with correction fluid should also be duly attested.

1.1.3 Bid Opening

All Bidder(s) are entitled to be present at the date and time of opening of **Technical Bid-“Cover A”**.

Only those Bidder(s) whose Technical Bids are found to be acceptable after technical evaluation will be invited to be present at the date and time of opening of **Financial Bid-“Cover B”** of the Bid. The Financial Bids of Bidder(s) not found technically qualified shall not be opened.

Product Demonstration: An inspection shall be carried out for the successful technically qualified Bidder(s) at JMhidPCL before the opening of the financial Bid. Those who qualify demonstration shall be declared eligible for the financial Bid opening. All expenses towards the site visit with regard to assessment shall be borne by Bidder(s), if required.

1.1.3.1 Bid Validity

Bids shall remain valid for acceptance for a period of **180 days** after opening of **Technical Bid - “Cover A”**. Bids with shorter validity shall be rejected. Purchaser may solicit Bidder(s)'s consent to an extension of validity period. A Bidder(s) may refuse extension request without forfeiting the EMD.

1.1.3.2 Validity of Offer of Successful Bidder(s)

The validity of offer of the successful Bidder(s) shall be at least **two** years from the date of finalization of the order and the successful Bidder(s) will be bound to supply the items at agreed rates and terms during this period.

1.2. Other Conditions

1.2.1 Item Details & Quantity

The details of the required items are shown in **Annexure XI**. The quantity mentioned is only a tentative requirement and may increase or decrease as per need assessment of Bid Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

1.2.2 Firm Rates

Firm Rates (inclusive of Excise Duty, Sales Tax, transportation, insurance, **PACKAGING / INSTALLATION & TRAINING CHARGES AT SITE** and any Incidental charges) should be quoted for each of the required items on door delivery basis according to the units ordered. Tender for supply of Hospital items with conditional/variable rates shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with the successful Bidder(s). The rates quoted and accepted will be binding on the Bidder(s) for the stipulated period and any increase in the price will not be entertained till completion of the tender period.



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



1.2.3 Unit Rate & Total Value

Each Bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished. The tentative approved rate of Government per packet containing 08 pads each @Rs.18/- (eighteen)

1.2.4 Controlled Price/MRP

The price quoted by the Bidder(s) shall not, in any case, exceed the controlled price, if any, fixed by the Government and the Maximum Retail Price (MRP). During the period of contract with the successful Bidder(s), if the price of any item is reduced due to any reason including any Law or Act of the Central/State Government, the Bidder(s) shall be statutorily bound to intimate the reduced rates immediately to the Tender Inviting Authority and shall charge the reduced rates. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates, in case the Bidder(s) fails to notify or fail to agree to such reduction in rates.

1.2.5. No Revision / Correction of Rates

No Bidder(s) shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of clerical error, typographical error, etc., committed by the Bidder(s) in the Bids shall not be entertained after sub Managing of the Bids.

1.2.6. Firm Delivery Schedule

Firm delivery schedule shall be mentioned in the Bid. Cross conditions such as “**Subject to Availability**” “**Supplies will be made as and when supplies are received**” etc., will not be considered under any circumstances and the Bids of those who have given such conditions shall be treated as incomplete and will be summarily rejected.

1.2.7. Execution of Order

Unless otherwise specified, supplies should be made directly by the successful Bidder(s) and not through any other agency.

1.2.9. Inspection

Bid Inviting Authority or his authorized representative has the right to inspect the factories/ manufacturing units of Bidder(s), at any point of time and also has the right to reject the Bid or terminate/ cancel the orders, based on adverse reports brought out during such inspections. The Bidder(s) shall extend all facilities to the team to enable them to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted/ordered.

Bid Inviting Authority reserves the right to inspect or get it inspected by an authorized third party or an accredited lab whatsoever from one or all lots of supplies in one or all the districts as may be deemed fit.

1.3. Acceptance of Bid

1.3.1 Bid Evaluation



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Tenders will be evaluated with reference to technical and financial parameters to determine the technically qualified Bidder(s).

Financial Bids of technically qualified Bidder(s) will be evaluated with reference to the quoted rates (landed price of each item). Conditional discounts shall not be taken into account for price comparison.

Clarification of Bids

During evaluation of the Bids, the Purchaser may, at its discretion, ask the Bidder(s) for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the Bids, in accordance

“Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder(s) does not accept the correction of errors, its Bid will be rejected”.

The Purchaser may waive any minor informality, nonconformity, or irregularity in a Bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder(s)

Confidentiality

Information relating to the examination, clarification, evaluation, and comparison of Bids, and recommendations for the award of a Contract shall not be disclosed to Bidder(s) or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidder(s).

Any effort by the Bidder(s) 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)’s Bid.

From the time of Bid opening to the time of Contract award, if any Bidder(s) wishes to contact the Purchaser on any matter related to its Bid, it should do so in writing.

1.3.2. Right to reject Bid

Bid Inviting Authority reserves the right to accept or reject the Bids wholly or partially at any time of Bid without assigning any reason whatsoever to anyone.

1.3.3. Bid Acceptance

The acceptance of the Bids will be communicated to the successful Bidder(s) on the website.

1.3.4. Award of contract



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Award of the contract shall be based on Least Cost Selection (LCS) method. Contract for supply of products shall be awarded in following manner after the evaluation of financial bids of technically successful bidders,

- (i) Lowest quoted bidder (L1) shall be awarded the contract for supply of products with 50% value of the tender.
- (ii) L2 bidder shall be awarded the contract for supply products with 30% value of the tender at L1 rate.
- (iii) L3 bidder shall be asked to supply products with 20% value of the tender at L1 rate.

In case L2 and L3 bidders do not show interest to supply the product, the bid inviting authority reserve right to award the supply products of rest 50% value of the tender to L1 bidder.

1.3.5. Agreement

The successful Bidder(s) shall execute an agreement in the form at Annexure XV. on a non-judicial stamp paper of value of Rs.100 /- (stamp duty to be paid by the Bidder(s)) within 10 days from the date of the intimation from Bid Inviting Authority informing that his Bid has been accepted. If the successful Bidder(s) happens to be a dealer/ shall distributor then the Contract Agreement shall have to be sign both by the Bidder(s) and the manufacture.

Non signing the aforementioned agreement for all the selected items at the quoted rate shall be considered as sufficient ground for forfeiture of EMD & other such action as the Bid inviting authority may deem fit.

1.3.6 Non-Assignment

The Bidder(s) shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons, whatsoever.

1.3.7 Communication

All notices or communications relating to or arising out of an agreement or any of the terms thereof shall be considered duly served on or given to the Bidder(s) if delivered to him or left at his premises, places of business or abode.

1.3.8. Performance Guarantee

The successful Bidder(s), within 10 days of receipt of order shall be required to submit Performance Guarantee of 3% of the order value in the form of bank guarantee from any Indian scheduled bank in favour of the Bid Inviting Authority valid for the entire warranty period. However, if the Bidder(s) fails to execute the order or fails to perform the services as per agreement, in addition to other penal actions, the bank guarantee shall be encashed, and the amount will be forfeited by Bid Inviting Authority.



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



1.4. Supply & Service Conditions

1.4.1 Purchase Order

Purchase order will be placed on the successful Bidder(s) at the discretion of the Tender Inviting Authority

1.4.2 Specifications & Quality

The items supplied by the successful Bidder(s) shall be of the best quality and shall comply with the specifications, stipulations and conditions specified at **Annexure XI**.

1.4.3. Delivery Period

Supplies should be completed within **60 days** from the date of issue of Purchase Order unless otherwise specified in the order.

1.4.4. Delivery Point/Destination

The items shall be delivered to the different districts in Jharkhand as mentioned in the purchase order/ consignee details issued to the successful bidder.

1.4.5. Penalty for Delayed Delivery

In case there is delay in delivery beyond the stipulated period as mentioned in the purchase order, there shall be reduction in price @**0.5%** of the value of delayed goods per week of delay or part thereof subject to a maximum of **10%** of the total order value.

Once the maximum price reduction is reached, termination of the contract may be considered. Non-performance of the contract provisions shall make the successful Bidder(s) liable to be disqualified to participate in any Bid for the next 5 years, in addition to forfeiture of Performance Guarantee and other penal actions as well.

1.4.6. Alternative Purchase

If the successful Bidder(s) fails to execute the order within the stipulated time, the Bid Inviting Authority will be at liberty to make alternative arrangements for purchase of the items, from any other source or from the open market, at the risk and cost of the Bidder(s). This would be in addition to any other penalties including forfeiture of Performance Guarantee.

1.4.7. Shortage and Damage

It shall be the responsibility of the successful Bidder(s) for any shortages/damages at the time of receipt in Warehouse/Institution. Tender Inviting Authority is not responsible for the items received, for which no order is placed.

1.4.8. Local Conditions

It will be imperative on each Bidder(s) to fully acquaint himself of all local conditions and factors that would have any effect on performance of the Contract. The Tender Inviting Authority shall not entertain any request for clarifications from the Bidder(s) regarding such local conditions nor



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



shall accept any offer conditional to the local factors. No request for any change of price or extension of time schedule of delivery of goods shall be entertained after acceptance of Bids.

1.4.9. Packing

Packing should be sound and be able to prevent damage or deterioration during transit.

In the event the items supplied are found to be damaged or defective the Tender Inviting Authority will be at liberty to make alternative purchase of the items for which the Purchase orders have been placed from any other source or from the open market at the risk and the cost of the Bidder(s).

1.4.10. Payment Provisions

Payments towards the supply of items will be made strictly as per rules of the Tender Inviting Authority. Full payment will be released only after completion of supply and installation.

- a. On completion of supply of ordered quantities as applicable, invoices with Challans along with installation reports (certified by the Head of the Health Institution or authorised Medical Officer on his/her behalf) and warranty certificates should be submitted in triplicate, addressed to the Tender Inviting Authority. Payment shall be released after supply of the items on submission of invoice.
- b. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder(s) himself, the Bidder(s) shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder(s) fails to notify or fails to agree to such reduction in rates.
- c. In case of any enhancement in tax due to notification of the Government after the date of submission of tenders and during the validity period of contract, the quantum of additional tax so levied will be allowed to be charged extra as a separate item without any change in price structure of the items approved under the tender. For claiming the additional cost on account of the increase in tax, the Bidder(s) should produce a letter from the concerned Authority for having paid additional tax on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- d. Tender Inviting Authority has every right to receive supply even after expiry of contractual delivery date and in such case; price reduction as specified will be applicable.
- e. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty as decided by the Tender Inviting Authority on the total value of supply to that particular warehouse/institution.

1.4.11. Annulment of Award, Forfeiture of Security Deposit & Fresh Award

Failure of the successful Bidder(s) to comply with the requirements of signing of agreement and / or submission of performance security within the time schedule as stipulated above shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security/EMD. Under such a situation, the proposal may be reviewed for award of the contract on the next lowest evaluated technically qualified Bidder(s) or go for a fresh Bid depending on the circumstance. In case it is decided to go for the next lowest Bidder(s), negotiation may be considered to bring down their price nearer to the originally evaluated lowest Bidder(s).



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



1.4.12. Non-Conformance, Termination & Penalties

If the items do not conform to specifications, the same shall be taken back by the Bidder(s) at the Bidder(s)'s cost within a period of 30 days of the receipt of the letter/notice from the Bid Inviting Authority. If the Bidder(s) fails to take back the items within the stipulated time, the Bid Inviting Authority will have the right to dispose-off such Items Not Conforming to Specifications. Bid Inviting Authority may also levy storage charge calculated on the value of the item rejected till such disposal. The decision of the Bid Inviting Authority or any officer authorized by him on the quality of the items supplied shall be final and binding.

In case of supply of inferior products or products not conforming to specifications, the Bid Inviting Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days' notice. The Bidder(s) will not be entitled for any compensation whatsoever in respect of such termination.

For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Bid Inviting Authority, and the Bidder(s) shall be liable for all losses sustained by the Bid Inviting Authority, in consequence of the termination which may be recovered personally from the Bidder(s) or from his properties, as per rules.

Non-performance of any of the contract provisions will disqualify a firm to participate in Bids issued by the Bid Inviting Authority for the next five years.

In the event of making alternate purchase, the Bidder(s) will be imposed penalty apart from forfeiture of Performance Security. The excess expenditure over and above contracted prices incurred by the Bid Inviting Authority in making such purchases from any other source or from the open market shall be recovered from the Performance Security or from any other money due to the Bidder(s) and in the event of such amount being insufficient, the balance will be recovered personally from the Bidder(s) or from his properties, as per rules.

In all the above conditions, the decision of the Bid Inviting Authority shall be final and binding.

1.4.13. Arbitration

Any dispute whatsoever in any way arising out of or relating to the contract shall be referred to arbitration of the Managing Director, **JMHIDPCL** or to the sole arbitration of some person nominated by him. There shall be no objection if the arbitrator so appointed happens to be an employee of Department of Health & Family Welfare, Govt of Jharkhand. The award of the arbitrator shall be final, conclusive, and binding on all parties.

1.4.14. Saving Clause

No suit, prosecution or any legal proceedings shall lie against Bid Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Bid.

1.4.15. Laws Governing the Contract & Jurisdiction

The Contract shall be governed by the laws in force in India. In the event of any dispute arising out of the Bid such dispute would be subject to the jurisdiction of the Ranchi Jharkhand only.



**JHARKHAND MEDICAL & HEALTH INFRASTRUCTURE DEVELOPMENT
& PROCUREMENT CORPORATION LTD.**

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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



1.5. Force Majeure

The above conditions of delivery period, price reduction etc. are subject to force majeure conditions which are beyond the control of the Bidder(s), do not involve fault or negligence of the Bidder(s) and are not anticipated. Such events may include but are not limited to riots, mutinies, war, fire, storm, tempest, flood, earthquakes, epidemics, or other exceptional causes like quarantine restrictions, freight embargoes. On specific request made by the Bidder(s) the time period of supply may be extended by the purchaser at his discretion for such period as may be considered reasonable. However, the condition shall not include scarcity of raw materials, power cut, labour dispute, failure of sub-vendor and increase in cost of raw material.

Section 2 : Minimum Eligibility Criteria

Sl. No.	Item	Criteria	Documents to be submitted
1.	Legal Entity	The Applicant should be legal entity registered in India as a company/ LLP/sole proprietorship/ partnership/ not-for-profit society or trust registered with the appropriate authority in India.	Copy of Certificate of Incorporation/ Memorandum of Association/ Article of Association/ Partnership Deed for LLP and/or Partnership Firm/ Society Registration Certificate for Society/ Trust Deed for Trust/ For Proprietorship firm, a declaration from the Proprietor that She/He is the proprietor of the firm or copy of Trade License/ any government registration declaring the firm as a proprietary firm.
2.	Statutory License/ Registration/ Certificate	Manufacturers of the quoted item should have valid certification as mentioned in the tender document.	Self-attested copy of valid certificate.
3.	Financial Capacity	The Bidder(s) should have an average annual turnover of minimum Rs. 5 Crore in the last three financial years (2020-21, 2021-22, 2022-23) OR The manufacturer participating as Bidder(s) or manufacturer from whom the item would be sourced by the dealer should have an average annual turnover of minimum Rs. 10Crore in the last three financial years (2020-21, 2021-22, 2022-23)	Copy of balance sheet/ITR with Certificate from Statutory Auditor/Chartered Accountant citing the revenue/ turnover for each financial year. Provided that, if the audited account is not available for the last financial year by reason of non-expiry of the statutory time period than the balance sheet/ITR for the preceding three financial year may be provided. The Applicant shall give an undertaking to this effect that the balance sheet/ITR for last financial is not available and the statutory auditor/ chartered accountant shall certify the same.



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



4.	Project Experience	Bidder(s) shall either be an authorized Dealer (having authorization in the format given in the Bidding document) or manufacturer of the required items. The Bidder(s) should have three years of experience of supply anywhere in India to Govt. Organizations / Private Institutions.	Copy of Contracts/ Word Order/ Completion) with the supporting documents, like Statutory/ Chartered Accountant Certificate or Client certificate.
		Experience of supply of sanitary napkins with 1 crore pads in single order during last 3 financial years(2019-20,2020-21,2021-22) to any government department/PSU'S	Work Order/Rate Contract/PO, with performance certificate for satisfactory supply of item from purchases
5.	Debarment	The Bidder(s)(s) must not have been blacklisted/ debarred/ suspended/ banned by any Ministry/ Department of State or Central Governments/ PSUs. In case of product(s) blacklisting, Bidder(s)(s) may participate for other product(s).	Self- certified letter attested by the authorized signatory



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Section 3: Fraud and Corrupt Practices

The Bidder(s) shall observe the highest standard of ethics during Bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices:

1. “*Corrupt Practice*” means offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of an official in the procurement process or in contract execution.
2. “*Fraudulent Practice*” means misrepresentation or omission of facts in execution of contract.
3. “*Collusive Practice*” means a scheme or arrangement between two or more Bidder(s), with or without the knowledge of the purchaser, designed to establish Bid prices at artificial, non-competitive level.
4. “*Coercive Practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a Bid or proposal for award of a contract, if it is detected that a Bidder(s) directly or through agent has engaged in corrupt, fraudulent, collusive, or coercive practice in competing for the contract in question, then

- a) the Bid shall be rejected and
- b) declare the firm ineligible for a specific period or indefinitely to participate in a Bidding process.

However, if any such practice is detected at any subsequent stage or during execution of the contract, the Bid Inviting Authority will exercise the right to cancel the contract and make suitable alternative arrangement at the risk and cost of such offending Bidder(s).



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Annexure I

Bid Submission Form(Covering Letter)

(To be submitted as part of Technical bid in bidder's letterhead, along with supporting documents, if any)

(Strike out alternative phrases not relevant to you)

Bidder's Reference No. _____ Date.....

From,

Bidder's Name _____

[Address and Contact Details]

To,

The Managing Director,
JMHDPCCL,
Ranchi, Jharkhand.

Ref: Your Tender Document No.....; Tender Title:

Sir/ Madam,

Having examined the abovementioned Tender Document, we, the undersigned, hereby submit / upload our Techno-commercial and Financial bid (Price Schedule) for the supply of in conformity with the said Tender Documents.

Our Credential : (Please remove below sentences not applicable)

We are the principal manufacturer of the tendered item and submitting this bid, on our own behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. **Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Annexure II (Bidder Information).**

Or

We are submitting this bid as authorized dealer offering goods manufactured by our Principal Manufacturer. **Our Principal Manufacturer's law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Principal Manufacturer's Authorization.**

Or

We are submitting this bid as agents/associates of our foreign principal manufacturer. **Our foreign principal's law and taxation regulatory requirements, as well as authorization for signatories and related documents, are submitted in Declaration by Agents/ Associates of Foreign Principal manufacturers.**

We..... hereby certify that We/ our Principal Manufacturer is / are proven, established, and reputed manufacturers with factories at which are fitted with modern equipment and where the production methods, quality control, and testing of all materials and



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



parts manufactured or used by us shall be open to inspection by the representative of the Procuring entity.

1) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Annexure III of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents.

2) Our Bid to supply Goods:

We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted along with Annexure XII.

3) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- a) based on terms of delivery and delivery schedule confirmed by us and ;
- b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive
- d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to,
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered; or
- e) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law

4) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations and are submitting 'Terms and Conditions compliance in [Annexure XIII](#). We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

5) Bid Security

We are submitting the Bid Security as Ernest Money Deposit (EMD), details are

6) Abiding by the Bid Validity



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



We agree to keep our bid valid for acceptance for a period up to **180 days**, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

7) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

8) A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this bid, together with your written Letter of Award (LoA), shall constitute a binding contract between us.

9) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard stipulated in the Tender Document.

10) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in form of Proprietorship declaration / Power of Attorney and Board resolution **(remove which is not applicable)** herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

11) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of
[name & address of Bidder and seal of company]



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



**Annexure II
Bidder Information**

(To be submitted as part of Technical bid on bidder's letterhead)

Bidder's Reference No. _____

Date.....

Bidder's Name _____

[Address and Contact Details]

Tender Document No. _____ Tender Title: _____

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Particulars of the Bidder:

Name of the Business entity :

Legal Status of the Business entity :

Registration No. / Corporate Identity No. (CIN) :

Registration with e-Procurement, Govt. of Jharkhand (If yes provide registration id) :

GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of contract) :

Place of Registration/ Principal place of business/ manufacture :

Complete Postal Address :

Pin code/ ZIP code :

Telephone nos. (with country/area codes) :

E-mail IDs :

Name of key contact person and designation :

Mobile No. (with country/ area codes) and E-mail of key contact person :



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



2) Taxation Registrations:

PAN	:	
GSTIN	:	
Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ etc.) in Consignor and Consignee States	:	
Registered/ Certified Works/ Factory where the Goods are mainly manufactured and Place of Consignor for GST Purpose	:	
Contact Names, Phone No. & e-mail IDs for GST matters (Please mention primary and secondary contacts)	:	

3) Authorization of Person(s) signing the bid on behalf of the Bidder

Name of Authorized Signatory :

Designation :

Signing as (Tick as applicable) :

A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor

A partnership firm. The person signing the bid is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney

A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.

4) Bidder's Authorized Representative Information

Name of Authorized Representative :

Address :

Telephone/ Mobile numbers :

E-mail id

Enclosures /Documents to be submitted:



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



- i) Self-attested copy of Certificate of Incorporation for company / Certificate of Registration and Partnership Deed for partnership firm / Registration certificate and Bylaws for Co-operative Society / Society Registration certificate and Bylaws for Society / Trust Deed / Proprietorship declaration by the bidder in the letter head along with Trade License or any government registration or license establishing legal entity status of the bidder
- ii) *Self attested copies of PAN card and GSTIN Registration.*
- iii) *Power of attorney / Board Resolution regarding authorized signatory*

Signature :

Name & Designation :

Date :

Name & Address of the Firm /
company with official seal :

:
:

:

:



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Annexure III
Undertaking / Declaration
(by the Bidder(s))

To,

The Managing Director,

JMHIDPCL, Jharkhand.

Bid No. _____

Date _____

For the supply of _____

Sir,

1. I, Shri _____, on behalf of M/s _____ having registered office at _____, do hereby declare that I have gone through the terms and conditions mentioned for the above and undertake to comply with all Bid terms and conditions. The rates quoted by me/us are valid and binding on me/us for acceptance for a period of one year from the date of award of contract to us.
2. I/we read the clause regarding restriction on procurement from a bidder a country which shares land border with India (in accordance with Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017). I/we hereby declare that the bidder is **not from such country / from such country and has been registered with the competent authority** (remove which is not applicable), and fulfils all requirements in this regards and is eligible for participation in the bid.
3. I/We undersigned hereby bind myself/ourselves to the Office of _____ to supply _____. The rates quoted by me/us for the items Bided for are specified against each. It is certified that rates quoted are lowest quoted for any institution in India and not higher than the MRP/ prevailing market rate.
4. I/We undersigned hereby declare that we are holding **valid licenses and quality certifications** for the quoted items.
5. The articles shall be strictly as per specification and of the best quality as per requirement of the institution. The decision of the Office of _____ (Hereinafter called the said Purchaser) as regards to the quality and specification of article shall be final and binding on me/us.
6. We agree to the conditions of the Bid under which the EARNEST MONEY DEPOSIT (EMD) and PERFORMANCE SECURITY shall be forfeited by us.



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



7. We hereby undertake to pay the penalty as per the terms and conditions of the contract for delayed supply of the ordered items.
8. We agree to accept the amount of the bill to be paid by the purchaser after completion of all formalities and should any amount of the bill found by the purchaser/auditors to have been over-paid; the amount so found shall be refunded by me/us.
9. We hereby undertake to supply the items during the validity of the Bid as per direction given in supply order within the stipulated period.
10. The Bid inviting authority has the right to accept or reject any or all the Bids without assigning any reason.
11. We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.
12. We understand all the terms and conditions of the contract and bind me/ourselves to abide by them.
13. I/We _____ do hereby undertake that, in competing for (and, if the award is made to us, in executing) the subject contract for supply of _____ under Bid Reference No. _____. We shall strictly observe the terms and conditions against fraud and corruption in force in the country.
14. We hereby declare that there is no vigilance/CBI or court case pending/contemplated against us at the moment.
15. We do hereby declare that presently we do not stand blacklisted by any Central Government or State Government department/agencies/PSUs or debarred from participating in Bids of its organization and are therefore eligible to participate in this Bid.
16. We, on the behalf of the company, hereby declare that we have submitted all the requisite information/ documents required in the Bid. We declare that we fully comply with the terms & condition of this Bid and are submitting this Bid after fully satisfying us about fulfilling all criteria of the Bid. We also declare that if at any time it is found that any declaration / document does not conform to above facts, or we do not meet any criteria, then Bid inviting authority may disqualify us and may take suitable action including withholding of payments.

Signature :
 Name & Designation :
 Date :
 Name & Address of the Firm :



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



Annexure IV

Undertaking for non-blacklisting / non-debarment
*(by the Principal Manufacturer (Indian) / Foreign Principal Manufacturers or their authorized
Agents/Associates)*

To,

The Managing Director,

JMHIDPCL, Jharkhand.

Bid No. _____

Date _____

For the supply of _____

We,..... do hereby declare that presently we do not stand blacklisted by any Central or State Government organization or debarred from participating in tenders of such organization and are therefore eligible to participate in JMHDPC Tender No..... Date..... for supply

Signature :
Name & Designation :
Date :
Name & Address of the Firm :



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



**Annexure V
Authorization by Principal Manufacturer**

To,
The Managing Director,
JMHDPC,
Ranchi, Jharkhand.

Bid No. _____ Date _____

For the supply of _____

Respected Sir,

We _____ who are established and reputable manufacturers of _____ having factories at _____ registered office at _____ possessing manufacturing License No. _____ dated _____ Valid up to _____ hereby authorize _____ (name and address of representative and firm), to submit a Bid and subsequently negotiate and sign the contract with you against the above mentioned tender for the following items quoted.

- 1.
- 2.

We hereby certify that the Machine / spare parts do not contain any recycled or reconditioned parts or Components.

We hereby extend our full guarantee and warranty as per clauses of contract for the goods offered for supply against this Invitation for Bid by the above firm.

(Attach Separate sheet if necessary)

Signature :
Name & Designation :
Date :
Name & Address of the Firm :



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



**Annexure VI
Declaration by Agents / Associates of Foreign Principal manufacturers**

Agent's Name _____

[Address and Contact Details]

Principal's Reference No. _____ Date.....

To,
The Managing Director,
JMHDPCCL,
Ranchi, Jharkhand.

Dear Sir/Madam,

Ref. Your Tender Document No. _____; Tender Title: _____.

We, _____, are a bonafide business as per Indian Laws. We have been retained as agent/ associates by our foreign principal manufacturer, M/s _____ (name and address of the principal) to associate with them for participation in this Tender Process.

We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.

(a) The details of Agent/ Associate required as follows.

- (i) Name of the Agent/ Associate:.....
- (ii) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution
- (iii) Year of establishment.....
- (iv) Sister Concerns
- (v) Corporate Identity No. (CIN)/Registration No.:
- (vi) Aadhar Card of Owner/ CEO/ Partner
- (vii) PAN number:
- (viii) Complete Postal Address:
- (ix) Pin code/ ZIP code:
- (x) Telephone nos. (with country/ area codes):
- (xi) Mobile Nos.: (with country/ area codes):
- (xii) Contact persons/ Designation:
- (xiii) Email IDs:
- (xiv) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.):
- (xv) GSTIN number: in Consignor and Consignee States
- (xvi) Registered office from where agency/association services would be mainly provided for GST Purpose:



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



(xvii) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

(b) Details required regarding the foreign principal manufacturer are given below.

- (i) Name of the Company:.....
- (ii) Nationality/ Country of operation/ incorporation.....
- (iii) Status: Manufacturer or agents of manufacturer holding the Letter of Authority of the Principal, specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives
- (iv) Complete Postal Address:
- (v) Telephone nos. (with country/ area codes):
- (vi) Mobile Nos.: (with country/ area codes):
- (vii) Contact persons/ Designation:
- (viii) Email IDs:

We enclose herewith: as appropriate, our ----- Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.

Yours faithfully,

.....
.....

[signature with date, name, and designation]

for and on behalf of Messrs.....

[name & address of the Principal Manufacturer and seal of company]



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



**Annexure VII A / VII B
Annual Turnover Statement of the Bidder / Principal Manufacturer**

Bid No. _____

Date _____

The Annual Turnover of M/s _____ for the three years in any of the past three years are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Crore
1.		
2.		
3.		
	Total	

Average Annual Turnover (In Words): Rs. _____ Crore.

Date:

Signature of Auditor/ Chartered Accountant

Seal:

(Name in Capital Letters)

Note : Please attach

- Self-attested copies of Audit report of last three financial years (2020-21, 2021-22, 2022-23) the Bidder / Principal Manufacturer
- Self-attested copies of Income Tax Returns filed of last three years (2020-21, 2021-22, 2022-23) the Bidder / Principal Manufacturer



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



**Annexure VIII
Performance Statement for the Bidder(s)**

Bid No. _____

Date _____

Sl. No.	Name of the Product	Year	Quantity Supplied	Value	Name and Full Address of the Purchaser
	A	B	C	D	E
1.					
2.					
3.					

(Please use additional sheets if required)

Signature :
Name & Designation :
Date :
Name & Address of the Firm :

Note: Please attach self-attested copies of work orders / purchase orders / contracts of last Three financial years (2020-21, 2021-22, 2022-23)



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



**Annexure IX
Declaration on Manufacturing Unit
(by the Bidder(s))**

Bid No. _____

For the supply of _____

Sl. No.	Particulars
1.	Name of the Manufacturer
2.	Full Postal Address
3.	Telephone No./ Fax No.
4.	Email Address
5.	Date of Inception of Business
6.	Registration No. & Date
7.	Issuing Authority
8.	Valid till
9.	Details of manufacturing activity & item wise capacity
10.	Name of Govt. Departments/ Private Institutions (As per enclosure to which the Bidder(s) already supplied the item with quantity value and supply period)
11.	Has the Bidder(s) ever been blacklisted by any Govt. Agency? (If yes, provide details)
12.	Are any cases pending in the court related to any supplies? (If yes, provide details)
13.	Does the firm have the adequate facilities for inspection and quality control? (Please provide details)

Note: The details of manufacturing unit shall be for the premises where items quoted are manufactured.

I, _____ Proprietor/ Partner/ Director of M/s _____,

hereby declare that the information given in this form is true and correct to the best of my knowledge & belief.

I/ We agree to the Bid Inviting Authority forfeiting the Earnest Money Deposit and/ or Performance Security and blacklisting us for a period of 5 years, if any information furnished by us is proved to be false at the time of inspection and non-compliance with terms and conditions of the contract.

I offer to supply the items mentioned in the schedule (enclosed in commercial Bid) at the rates quoted therein. I agree to hold this offer for two years after finalization of rate contract.

Signature _____ :

Name & Designation _____ :



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Date _____ :

Name & Address of the Firm _____ :

Annexure X

List of Items Quoted with the Name of the Manufacturer

Bid No. _____

Date _____

Sl. No.	Bid Sr. No.	Name of items	Unit	Name of Manufacturer	Brand and Model	Specifications (Provide details)	Price Quoted/ Not Quoted

Signature _____ :

Name & Designation _____ :

Date _____ :

Name & Address of the Firm _____ :



**JHARKHAND MEDICAL & HEALTH INFRASTRUCTURE DEVELOPMENT
& PROCUREMENT CORPORATION LTD.**

MCH BUILDING, RCH CAMPUS, NAMKUM, RANCHI – 834010.
(CIN – U855100JH2013SGC001276)E-mail: jmhidpc2014@gmail.com
Website: <https://jmhidpcl.jharkhand.gov.in/>
GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Annexure XI

List of Item(s) and Specification(s)

Bid No. _____

Date _____

SANITARY NAPKIN

Rate Contract for 2 Years(Annual Average Consumptions).



Pursuant to better understanding of consumption volume to the bidders, it is estimated on the basis of previous consumptions of Sanitary napkins for the identified target groups @11,00,000 packets each packet containing 8 (eight) no's of sanitary napkin pads of the defined specifications in a month, means assumptions of annual average consumption is about 1,32,00,000 packets. The quantity is tentative may be varied, therefore considering the buffer 1,50,00,000 packets containing each packet 8 pads of sanitary napkins will be estimated annual consumption .

Tentative rate approved by the government @Rs.18/- per packet containing 8 pads

SPECIFICATIONS & SCOPE OF WORK

(A) Specification of Sanitary Napkin

Preamble	Sanitary Napkin (with wings) consists of an outer provided with sufficient number of channels for leak protection and an absorbent filter material with an adhesive back strip
Absorbent filler	The filler material such as cellulose pulp (either based on wood on paper or poly-acrylate gel), This shall be free from lumps, oil spot, dirt or foreign material etc.
Back Strip	A back strip for sticking the sanitary napkin onto the underwear should be there using good quality adhesive material.
Absorbency	The sanitary napkin should able to absorb not less than 50 ml of normal saline (I.P) at the rate of 15 ml per minute.
Shape	Wings
Pad Length (mm)	Not less than 240
Pad Width (mm)	155+/-5 (With wings, centre position width)
Pad Thickness (mm)	7 -8 mm (The thickness shall be measured by stacking 10 complete pads and measuring the stack height. The average thickness for the 10 pads shall be used as the pad

	<p align="center">JHARKHAND MEDICAL & HEALTH INFRASTRUCTURE DEVELOPMENT & PROCUREMENT CORPORATION LTD. MCH BUILDING, RCH CAMPUS, NAMKUM, RANCHI – 834010. (CIN – U855100JH2013SGC001276)E-mail: jmhidpc2014@gmail.com Website: https://jmhidpc.jharkhand.gov.in/ GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L</p>	
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	thickness)
Weight	The dry weight of one full sanitary napkin shall not be more than 9-9.5 grams.
PH Value	The sanitary napkin should be free from acid and alkali and PH of the absorbent Material shall be 6 to 8.5 when tested by the method given in IS 1390-1961.
Product Content	Perforated poly top sheet, color – Natural white Hydrophilic, Thickness – 18 gsm +/- 10 % Width – 110 mm PE bottom sheet, white in color First grade wood pulp central core (soft wood pulp or lono fiber)
Raw Material	Back Sheet – White in color, LDPE (Low density polyethylene), Corona treated or equivalent, Thickness 23 gsm +/- 10% width – 110 mm Glue Construction and glue release paper – transparent and polymer based. Release Paper – White and printing Thickness 40 gsm +/- 10%, Width 55 mm, Silicon based
Packaging	Each primary package shall contain 8 sanitary napkins in a polyethylene bag of good quality materials with a minimum micron thickness that ensures that the pack does not tear in routine handling which will confirm to size of the product and sealed properly.

N.B:- All other technical specifications as mentioned in the above will be applicable and must be complied.

(B) Quality Certifications :- The product quoted should have

- (i) BIS certification to use Standard Mark as per IS 5405:2019
- (ii) ISO 9001:2015 for Quality Management System (QMS)
- (iii) Test Certificate issued by NABL certified Lab conforming composition of the product as per the specification

(C) Packing and Labelling:-

All Primary and Secondary Packing and Labeling mentioned above will be applicable and must be complied. However, in addition to this the supplier has to supply each packet of Sanitary Napkin with Govt. of Jharkhand logo and with inscription “**Govt. Supply, NOT FOR SALE**” named as “**SAKHI**”. The cover pack design of packet will be forwarded by JMHDPC for supply of the same in similar manner. The cover pack as per **Annexure –X(A)** or any other instructions given in this regard.





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Annexure XI (A)
Cover Design of Sanitary Napkin Packet

Printed one pamphlet / hand bill in the size of 24 cm X 8 cm (Length 24 cm and Width 8 cm) is to be inserted in each packet.

The Pamphlet / Handbill will be of multi-colour back to back print. (Both side of paper will be printed as Side – 1 is for design No. I and Side – 2 is for design No – II.

The quality of paper will be Art paper of 130 GSM.

The design and print material is to be followed exactly which is as mentioned on next page.



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Side - I	Side - II
<div data-bbox="282 317 737 569"> <p>संदेश</p> </div> <div data-bbox="282 590 737 800"> <p>कम उम्र में शादी जच्चा- बच्चा के लिए नुकसानदेह</p> <p>झारखण्ड राज्य में प्रत्येक 100 में से 38 शादियाँ 18 साल से कम उम्र की लड़कियों की होती हैं जिसके कारण :-</p> </div> <div data-bbox="282 810 737 894"> <ol style="list-style-type: none"> 1. माता तथा नवजात की मृत्यु अधिक होती है। 2. माता तथा नवजात में कुपोषण अधिक होता है। </div> <div data-bbox="282 905 737 957"> <p>अतः</p> </div> <div data-bbox="282 968 737 1220"> <ol style="list-style-type: none"> 1. लड़कियों की शादी 18 साल के पहले नहीं। 2. पहला बच्चा 20 साल के पहले नहीं। 3. दो बच्चों के बीच 3 साल का अंतर रखें। 4. याद रखें असुरक्षित यौन संबंध से एच.आई.वी. या अन्य संक्रमण का खतरा हो सकता है। </div> <div data-bbox="282 1304 737 1409"> <p>अधिक जानकारी के लिए अपने गाँव की सहिया दीदी, ए.एन.एम. या अपने नजदीकी स्वास्थ्य केन्द्र से सम्पर्क करें</p> </div> <div data-bbox="282 1430 737 1608"> <p>विशेष जानकारी के लिए मेडिकल हेल्पलाइन टॉल फ्री नं. पर डायल करें →</p> </div>	<div data-bbox="873 296 1360 548"> <p>यही है हमारा प्लान</p> <p>पहले पढ़ाई-लिखाई करेंगे, तन-मन से लायक होंगे शादी 18 साल के बाद, पहला बच्चा 20 साल के बाद</p> </div> <div data-bbox="873 558 1360 695"> <p>परिवार नियोजन के उपाय</p> <p>अस्थायी तरीका (दो बच्चों के बीच अंतर के लिए)</p> </div> <div data-bbox="873 705 1360 1293"> <ul style="list-style-type: none"> कंडोम - यह गर्भधारण रोकता है तथा HIV/AIDS के संक्रमण से बचाता है। प्रत्येक संभोग के लिये नया कंडोम प्रयोग करना चाहिए। कॉपर टी (आईयूडी) - IUCD 380 A - 10 वर्ष के लिये IUCD 375 - 5 वर्ष के लिये गर्भ निरोधक गोलियाँ (माला-एन) - यह एक सुरक्षित हॉर्मोनल गोली है जिसे प्रत्येक दिन खाने की जरूरत है। आपातकालीन गर्भ निरोधक गोली - असुरक्षित यौन संबंध के बाद 72 घंटे के अंदर लेना है। MPA इंजेक्शन - 3 महीने के लिये प्रभावी है। </div> <div data-bbox="873 1304 1360 1608"> <p>स्थायी तरीका</p> <ul style="list-style-type: none"> महिला बंध्याकरण - यह साधन जीवन भर प्रभावी रहेगा। पुरुष नसबंदी - यह साधन जीवन भर प्रभावी रहेगा। <p>सभी सुविधाएँ सरकारी स्वास्थ्य केन्द्रों में मुफ्त उपलब्ध हैं</p> </div>

Note : Please attach

- Technical Brochures of the item / product offered
- Market standing certificate for three years issued by CDSO for manufacturer (Indian) / foreign manufacturer or their authorised agent



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- Non-conviction certificate issued by CDSCO for manufacturer (Indian) / foreign manufacturer or their authorised agent

**Annexure XII
Terms & Conditions**

Bid No. _____

Date _____

A. Details of Bidder(s)

Bidder(s) Name:

Offer Ref.:

Telephone No.:

Fax No.:

Contact Person:

Signature:

E-mail:

B. Definitions

- **“Purchaser”** means the Managing Director, JMHDPC or his authorized representative(s).
- **“Bidder(s)”** means a person or company who has made an offer for supply of goods and/ or service as per Bid.
- **“Vendor”** or **“Bidder(s)”** means a person or company, to whom the order is addressed for supply of goods and/ or services.
- **“Site”** means the premises of the purchaser or any other place as decided by the Purchaser.

NOTE: The questionnaire below must be duly filled in and should be enclosed with un-priced Technical Bid, (Cover A). Clauses confirmed here under should not be repeated. All commercial terms and conditions should be indicated in this format. If necessary, details including deviations to the terms and conditions of the Bid document, if any, should be enclosed as annexure to this questionnaire.

Sl. No.	Description	Vendor's Confirmation (Confirmed/ Noted/ Deviation furnished separately)
	Technical	
1.	Confirm that you meet the eligibility criteria as per Bid document and have furnished relevant documents.	
2.	Confirm acceptance of Technical Specification and scope of supply as per Tender Document.	
3.	In case of deviations, confirm that the same have been highlighted separately.	
4.	Confirm that literature and technical data, wherever applicable, have been enclosed.	
5.	Confirm that all certificates/ documents furnished.	
6.	Confirm that Earnest Money Deposit (EMD) as per Bid document has been furnished	
	Commercial	
1.	It is noted that any deviations to the commercial terms and conditions shall lead to loading of prices or rejection of offer.	
2.	Confirm that the quoted landed price is inclusive of cost of containers, packing & forwarding charges, freight, insurance	



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	and all duties and taxes.	
3.	Confirm furnishing of price break-up of each item showing basic price of item and Tax on %age of basic price to arrive at landed price in D2 above.	
4.	Confirm acceptance of Price Reduction Schedule for delay in delivery @ 0.5% of delayed value of goods per week of delay or part thereof subject to maximum of 10% of the total order value.	
5.	Confirm acceptance of Delivery Period as indicated under relevant clause of the Bid document.	
6.	Confirm acceptance of relevant payment terms specified in the Bid document.	
7.	It is noted that delivery period, price reduction, termination etc are subject to Force Majeure Condition as stipulated in the Bid document.	
8.	Confirm that the quoted prices shall remain firm & fixed till complete execution of the order.	
9.	a) In case you are a manufacturer confirm that the prices quoted are not higher in any respect than MRP or Control Price if any	
10.	Packing / forwarding, transportation, loading/ unloading and insurance are Bidder(s)'s responsibility. However, to protect the items from physical damages and/or deterioration due to weather during transit, Bidder(s) to ensure proper packing & handling arrangement. Please confirm compliance.	
11.	Confirm that Performance Security of 5 % of the total order value in the form of a Bank Guarantee from a nationalized Bank shall be furnished, which will be valid for a period of 24 months from the date of order.	
12.	Confirm acceptance of Part Order.	
13.	Confirm acceptance of Repeat order within 24 months from the date of initial order at same price and terms & conditions.	
14.	It is noted that the purchaser would disown any responsibility / liability towards irregularity, contravention or infringement of any statutory regulations including those of patent, on manufacture or supply of goods covered by the order.	
15.	Terms & Conditions indicated in this format shall not be repeated in the Bid. Terms & Conditions indicated elsewhere and contradicting those in this format shall be ignored. Confirm compliance.	
16.	Confirm that you shall observe the highest standard of ethics during Bidding and in case favoured with an order, the execution of the order will be completed, without resorting to any fraud, corruption and/or coercion.	
17.	Confirm that the offer shall be valid for a period of 180 days from the date of Bid opening.	
18.	Confirm that Bidder(s) will be responsible for arranging Road	



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Permits for dispatch of consignments to Jharkhand

Signature :
Name & Designation :
Date :
Name & Address of the Firm

**Annexure XIII
Checklist for Self-Assessment**

Bid No. _____ Date _____

Sl. N.	Cover A	Compliance	Page No. of
		Yes / No / Not Applicable	Bidder(s)'s Doc.
1.	Tender Document Fee furnished in form of DD		
2.	EMD in the form of BG furnished		
3.	Annexure II: Bidders information sheet		
4.	Documentary evidence for the Constitution of the company / firm		
5.	PAN of the business entity		
6.	GST Registration Certificate		
7.	Power of attorney, Board Resolution etc regarding authorized signatory		
8.	Undertaking / eligibility declaration by the bidder (Annexure III)		
9.	Undertaking / declaration regarding non-blacklisting / non-debarment by the Principal Manufacturer (Annexure IV)		
10.	Authorization by Principal Manufacturer (for Indian Manufacturer) or the their authorized Agents (for foreign Principal Manufacturer) (Annexure V)		
11.	Factory License (for Indian manufacturer)		
12.	UDYAM Registration certificate and Udyog Aadhar Memorandum (UAM) Registration Certificate		
13.	Udyog Aadhar Memorandum (UAM) Registration Certificate		
14.	EM Part II or Date of Production (DOP) certificate issued by Director Industries /District Industries Centre		
15.	Govt Purchase Enlistment Certificate & Store Details issued by NSIC		
16.	Annexure VI: Declaration by Agents / Associates of Foreign Principal Manufacturers		
17.	Letter of authorisation from foreign Principal Manufacturer to the Agents/ Associates in India		
18.	Registration certificate issued by DPIIT in pursuant of GFR rules		
19.	Declaration by the Bidder in compliance of the Rule 144 (xi) of General Financial Rule, 2017		
20.	Annexure VII: Declaration by Principal Manufactures from Countries bordering India		
21.	Self-attested copy of valid Medical Device Import License issued by CDSCO		
22.	Annexure-VIII A : Annual Turnover Statement of the Bidder certified by CA		
23.	Self-attested copies of Audit report of last three financial years(2020-21, 2021-22, 2022-23) of the Bidder		
24.	Income Tax Returns of last three years (2020-21, 2021-22, 2022-23)of the Bidder		
25.	Annexure-VIII B : Annual Turnover Statement of the Principal		



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



	Manufacturer certified by CA for Indian Manufacturer (On letterhead by foreign Principal Manufacturers)		
26	Self-attested copies of Audit report of last three financial years (2020-21, 2021-22, 2022-23) of the of the Principal Manufacturer		
27	Income Tax Returns of last three years (2020-21, 2021-22, 2022-23) of the Principal Manufacturer		
28	Annexure-VIII : Performance Statement for the Bidder		
29	Self-attested copies of work orders / purchase orders / contracts of last three financial years (2020-21, 2021-22, 2022-23)		
30	Undertaking regarding satisfactory supply of orders		
31	Annexure–IX: Declaration on Manufacturing Unit by the Bidder		
32	Annexure–X : List of Items quoted with the name of the Principal Manufacturer)		
33	Annexure- XI : Technical Specification cum Compliance Sheet by the Principal Manufacturer		
34	Technical Brochures of the item / product offered Quality certifications of the item / product offered		
35	Market standing certificate issued by CDSCO for manufacturer / Authorised agent of foreign manufacture		
36	Non-conviction certificate issued by CDSCO for manufacturer / Authorised agent of foreign manufacturer		
37	Annexure –XII : Terms & Conditions		
38	Annexure –XIII : A checklist for self-assessment		
39	Financial Bid as per Annexure XIV		



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



**Annexure XIV
Financial Bid**

Bid No. _____

Date _____

Sl. N.	Bid No.	Name of Items	Unit	Qty. (In Nos.)	Unit Price (inclusive of all charges up to districts + Central Warehouse except Tax/ GST)	Tax/ GST	Unit Price (inclusive of all charges upto districts+Central Warehouse including Tax/ GST)	Total Price (Inclusive of Tax/GST& all other charges)
	A	B	C	D	E	F	G = (E+F)	H = (DxG)

Signature :
Name & Designation :
Date :
Name & Address of the Firm :



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**Annexure XV
Agreement**

THIS CONTRACT AGREEMENT is made on

This _____ day of month _____ year _____

BETWEEN,

- (1) Name and Address of the Purchaser
- (2) Name and Address of the Bidder

WHEREAS the Purchaser invited Bids for certain goods and ancillary services, viz., and and has accepted a Bid by the Bidder(s) for the supply of those goods and services in the sum of (Rupees Lakhs only) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Condition of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Bidder(s), and each shall be read and constructed as an integral part of the Contract.
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Bidder(s)'s Bid and original Price Schedules
 - (f) The Purchaser's Notification of Award
 - (g) any other documents
3. In consideration of the payments to be made by the Purchaser to the Bidder(s) as hereinafter mentioned, the Bidder(s) hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Bidder(s) in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser

Signed: _____
In the capacity of **title or other appropriate designation**

In the presence of _____

For and on behalf of the Bidder(s)

Signed: _____
In the capacity of **title or other appropriate designation**

In the presence of _____.



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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L



Annexure XVI

Format for EMD (Bank Guarantee)

(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: _____

BID GUARANTEE No.: _____

We have been informed that [insert name of the Bidder(s)] (hereinafter called "the Bidder(s)") has submitted to you its Bid dated (hereinafter called "the Bid") for the execution of [insert name of contract] under Invitation for Bids No. [insert IFB number] ("the IFB").

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

At the request of the Bidder(s), 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] ([insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder(s) is in breach of its obligation(s) under the Bid conditions, because the Bidder(s):

- (a) has withdrawn its Bid during the period of Bid validity specified by the Bidder(s) in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidder(s).

This guarantee will expire: (a) if the Bidder(s) is the successful Bidder(s), upon our receipt of copies of the contract signed by the Bidder(s) and the performance security issued to you upon the instruction of the Bidder(s); or (b) if the Bidder(s) is not the successful Bidder(s), upon the earlier of (i) our receipt of a copy of your notification to the Bidder(s) of the name of the successful Bidder(s); or (ii) **Forty-five days** after the expiration of the Bidder(s)'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)]

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.



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**Annexure XVII
Format of Performance Bank Guarantee (PBG)**

[Date]

To,
The Managing Director,
Jharkhand Medical Health Infrastructure Development Procurement Corporation Ltd. (JMHDPC),
MCH Building, RCH Campus, Namkum, Ranchi – 834010.

Sub: Performance bank Guarantee : **Tender for supply of**

Ref: (Tender No: _____ Dated: __/__/__)

Dear Sir,

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you [Jharkhand Medical Health Infrastructure Development Procurement Corporation Ltd. (JMHDPC)], for **Tender for supply of**

We are aware of the fact that as per the terms of the contract, M/s. **(Name of bidder)** is required to furnish an unconditional and irrevocable bank guarantee of amount **3 %** of the total project cost in favour of JMHDPC for an amount INR **[000000]** and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, **(Name and address of the bank)**, have agreed to issue this Performance Bank Guarantee. Therefore, we **(Name and address of the bank)** hereby unconditionally and irrevocably guarantee you as under:

- 1) In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount INR **[000000]**, without any demur.
- 2) Not with standing anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- 3) This PBG shall be remain **valid 60 days beyond the warranty period of the equipment from the date of supply if the equipment**, subject to the terms and conditions in the said Contract.
- 4) We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.
- 5) We hereby expressly waive all our rights to pursue legal remedies against JMHDPC, DOHME&FW and other Concerned Government Departments of Jharkhand.



**JHARKHAND MEDICAL & HEALTH INFRASTRUCTURE DEVELOPMENT
& PROCUREMENT CORPORATION LTD.**

**MCH BUILDING, RCH CAMPUS, NAMKUM, RANCHI – 834010.
(CIN – U855100JH2013SGC001276)E-mail: jmhidpc2014@gmail.com
Website: <https://jmhidpcl.jharkhand.gov.in/>
GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



- 6) We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
- 7) We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.
- 8) Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.
- 9) If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.
- 10) This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.
- 11) Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount INR [0000000], and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.
- 12) We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.
- 13) We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.
- 14) Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR [0000000]
- 15) The PBG shall be remain valid **60 days beyond the warranty period of the equipment from the date of supply if the equipment**; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before **(Date**) i.e. from start of contract period for the engagement of Agencies for **Tender for supply of (Tender No....., date.....)**
- 16) Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.
- 17) This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.
- 18) This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Ranchi, Jharkhand for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated, this Day of (Month) 2022.

Yours faithfully,
For and on behalf of the
Bank,
(Signature)



**JHARKHAND MEDICAL & HEALTH INFRASTRUCTURE DEVELOPMENT
& PROCUREMENT CORPORATION LTD.**

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(CIN – U855100JH2013SGC001276)E-mail: jmhidpc2014@gmail.com
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GST NO: 20AADCJ4293L2ZH, PAN NO: AADCJ4293L**



Designation
(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

Signature Not Verified

Digitally signed by **RANJEET WALTER**
KUJUR
Date: 2022.12.14 16:06:27 IST
Location: Jharkhand-JH