

TENDER DOCUMENT

FOR

**Manufacturer for Processing and Packing of UHT milk & UHT milk products
on work- charge basis**



THE ORISSA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD. BHUBANESWAR

March-2024

Cost Rs. 2000/- +18% GST



The Orissa State Cooperative, Milk Producers' Federation Ltd.

D-2, SAHID NAGAR, BHUBANESWAR-751 007.

Ph No- 2546030/2540273/2540417, Fax No (0674)2540974

**Tender Notice for Processing and Packing of UHT Milk &
UHT Milk Products on Work Charge – Basis**

OMFED invites techno-commercial offer from Manufacturer for Processing and Packing of UHT milk & UHT milk products on work- charge basis. Dairy Plants having adequate milk UHT processing & packing facilities may download the Tender Document from the OMFED web site www.omfed.com from 10.00 AM of 15/03/2024 to 05/04/2024 for bidding. Tender cost of Rs.2000/-+18%-GST along with E.M.D. of Rs.2,00,000/- shall be submitted in shape of Demand Drafts in favour of OMFED drawn on any Nationalized Bank payable at Bhubaneswar & should reach at the above office address on or before 02.00 PM of 05/04/2024. The Bid shall be opened at 03.00 PM on 05/04/2024 at the OMFED Corporate Office in the presence of the interested bidders.

Tenderers are requested to visit OMFED website regularly as any corrigendum / addendum may be published in OMFED website and not in any other media/ news papers. Management reserves the right to accept or reject any or all the bid documents or part thereof without assigning any reason.

Sd/-
Managing Director

DETAILS

e-Tender for	Manufacturing of UHT treated milk & milk products (pouch milk 500 grm, Lassi & spiced butter milk) on work charge basis, the milk will be supplied by Cuttack, Sambalpur Milk Union of OMFED
Reference No.	
<i>Cost of Tender Form</i>	<i>Rs. 2,000 (Rupees two thousand only)</i>
Schedule I	General terms & conditions
Schedule II	Item manufacturing specifications
Schedule III	Technical details
Schedule IV	Rate submission format
Technical Bid with Earnest Money Deposit	Rs. 2,00,000 /- (Rs. Two lakh only) in favour of "OMFED , payable to Bhubaneswar
Pre bid date, time and venue	28/03/2024 12:00 PM at OMFED meeting hall, Bhubaneswar
Last date and time for offline submission oftender document	01:30 PM 05/04/2024
Date & Time for opening of Tender	Technical bid shall be opened at 3:00 PM on 05/04/2024. The qualified bidders in technical bid shall be eligible for opening of commercial bid under advance intimation.
Envelop - A	Technical documents with paper cost & EMD to be submitted
Envelop - B	Financial bid to be submitted offline
Contact Person	Mr. Saumendra Bhumik General Manager (Proj & Do) OMFED Mob no.- 7440043849
Address for communication	Managing Director OMFED, D/2 , Sahid Nagar Bhubaneswar-751007

SCHEDULE – I

The ODISHA State Co-Operative Milk Federation Ltd. (OMFED) invites tenders from bonafide manufacturers for processing and packaging of UHT milk products for its affiliated OMFED Dairy, Arilo on work-charge basis, as per detailed specifications given in the Schedule II of the tender.

The Managing Director, OMFED, BBSR reserves the right to accept or reject any or all the offers which in his opinion justify such actions without any explanation to the parties thereof.

1.0 OFFER SUBMISSION:

- 1.1 The offers should be submitted offline, within the prescribed time & date.
- 1.2 The offers received by Fax/E-mail will not be considered.
- 1.3 The rates should be quoted in prescribed tender format only.
- 1.4 The bidder should clearly mention in the offer their address, fax/e-mail/ telephone nos. Any change in the address should immediately be notified to the office of the OMFED.
- 1.5 Individuals submitting the offer and other related documents must specify whether he has submitted as in the capacity of.
 - a) The sole proprietor of the firm or constituted attorney of such proprietor.
 - b) A partner of the firm, if it is partnership firm, attach partnership deed and Power of Attorney.

2.0 PRE-BID MEETING:

- 2.1 A Pre-Bid ‘physical’ meeting of the interested tenderers shall be organized as per date, time and place indicated.
- 2.2. During the Pre-Bid meeting, the bidders shall participate with queries in the tender, details of their UHT manufacturing unit and the technical specifications as per SCHEDULE-II in the tender form, the bidders will be free to seek clarifications and make suggestions for taking into consideration.
- 2.3. After Pre-Bid meeting, amendments in the specifications and terms and condition in the tender will be up-loaded at OMFED official website www.omfed.com only.

3.0 A. EARNEST MONEY DEPOSIT (EMD):

- 3.1 The tenderer is required to deposit a sum of Rs 2,00,000 /- (Rupees two lakh only) as Earnest Money deposit.
- 3.2 Any tender not accompanied with EMD as per clause 3.1 shall be liable for rejection. Earnest Money Deposit of unsuccessful bidders will be returned within one-month subject to tender finalization.

3.3 The EMD of the successful tenderer will be released only on successful completion of work as per agreement.

3.4 No interest shall be paid on the Earnest Money for the period during which the EMD lies in deposit with the Managing Director, Odisha State Cooperative Milk Federation Ltd. Bhubaneswar.

3.5 The bid security shall be submitted in the demand draft in favour of Orissa State Cooperative Milk Producers Federation Limited, Payable at Bhubaneswar forms only

(a) A bank guarantee issued by a Nationalized Indian bank only in the form strictly in accordance to the sample form provided in the bidding documents and valid from the date of bid opening as prescribed in the tender notice till 30 days beyond the validity of the bid.

Or

(b) A demand draft or pay order in favour of Orissa State Cooperative Milk Producers Federation Limited, Payable at Bhubaneswar.

3.6 Successful bidder shall have to deposit a sum of Rs. 10,00,000/- (Rupees Ten lakhs only) to the OMFED against the milk supplies for UHT processing.

B. PERFORMANCE SECURITY

3.1 Within one month from the execution date of agreement with OMFED the successful bidder shall have to deposit a sum of Rs. 10,00,000/- (Rupees Ten lakhs only) to the OMFED against the milk supplies for UHT processing.

3.2 The proceeds of the performance security shall be payable to the OMFED as compensation for any loss resulting from the bidder's failure to complete his obligations under the Contract.

3.3 The performance security shall be denominated in Indian Rupees and shall be in any of the following forms: -

a) A Demand draft or Pay Order drawn in favour of the Orissa State Cooperative Milk Producers Federation Ltd. Payable at Bhubaneswar.

b) A Bank guarantee issued by a Nationalized Indian Bank. The acceptable form shall be strictly as provided of the Bidding documents.

3.4 The bank guarantee shall be valid for the entire period of the Contract including the Period of Maintenance plus 90 days. The validity of the Bank guarantee be suitably extended in the event of extension of time of the bidder as when required.

3.5 The performance security shall be released by the OMFED not later than 60 days of expiry of validity period.

3.6 No interest shall be paid by the OMFED for the amount deposited as performance security with the OMFED.

4.0 PRICES:

- 4.1** The rates offered shall be valid for a period of one year from the date of rates approval. Period may be extended for one more year depending on the requirement of OMFED and mutual agreement.
- 4.2** The price offered should be firm, clear and free from any escalations during the contract period.
- 4.3** The Milk for UHT treatment and aseptic filling of spiced butter milk and lassi manufacturing shall be supplied at processing plant of the tenderer by OMFED Dairy and the finished product shall be received at OMFED dairy plant at Arilo.
- 4.4** The tenderer should quote rates inclusive of all taxes and duties, for UHT processing of milk strictly adhering to specifications of UHT treated pouch milk, Butter Milk and Lassi processing, Aseptic filling and Packing materials as mentioned in Schedule-II and dispatch of finished products to OMFED Dairy Plant.
- 4.5** While finalizing the tender OMFED will take decision considering the cost incurred due to the distance covered in supplying milk from OMFED Dairy Plant to UHT processing plant.
- 4.6** The product manufactured by the bidder and its pricing will be on the FOR OMFED dairy plant basis.

5.0 PAYMENT:

- 5.1** On receipt of the bill from the bidder, payment shall be made within 30 days through RTGS/NEFT by OMFED Dairy, Arilo. The copy of invoices shall be submitted to the General Manager, OMFED Dairy, Arilo for processing of payment.
- 5.2** If for any reason the successful tenderer refuses to accept work order / fails to comply supplies as per work order / backs out at a later date for no reason, then the OMFED reserves the right to cancel the order and make purchases from other available alternate sources, at the risk and cost & expenses of the defaulting L1 tenderer and Rate contracting firms could be blacklisted for all future dealings. Also the EMD/Security deposit would be forfeited by OMFED. Such defaulting party shall be liable for legal actions governed under approved Stores & Purchase rules of OMFED.
- 5.3** Once firm delivery schedule is fixed then it shall be strictly adhered by the Manufacturer. In case of supplies and services are not affected as per the schedules, the liquidated damages may be charged on the goods/services not so delivered.

6.0 GENERAL TERMS & CONDITIONS:

- 6.1** The acceptance of the offer and award of the work order shall be the sole right of the MD, OMFED who does not bind itself to accept any offer in whole or in part or reject any or all offers received without assigning any reasons and no explanation can be demanded of the cause of rejection of the offer by any of the tenderer.
- 6.2** Negligence on the part of the tenderer in submission of the offer confers no right to withdraw the offer after it has been opened. If the successful tenderer fails to supply of UHT treated product within the stipulated period mentioned in work order, then the order shall be treated as cancelled and EMD/SD/bills lying with OMFED/milk unions would be forfeited and the firm will be blacklisted. The firm would not use brand name "OMFED" in any case for their payments.

- 6.4 The submission of a tender by a party implies that the firm has understood terms and conditions of tender and has made himself fully aware of the scope and specifications of the work to be carried out.
- 6.5 We will provide work order of approximately 30 lakh packets of UHT treated and aseptically packed Lassi 200 ml and 11 lakh packets of spiced butter milk in year. Month wise demand plan will be scheduled for production of UHT treated Lassi and butter milk and same will be communicated separately.
- 6.6 No person or firm is permitted to submit more than one offer under different names.
- 6.7 The firm shall not contract or assign (sublet) to any other party or parties the whole or any portions of the offer awarded by OMFED.
- 6.8 Successful bidder shall be communicated about rate approval by OMFED. Then Successful bidder shall have to execute an agreement with OMFED.
- 6.9 UHT and aseptic filling plants should ensure hygienic and sanitary condition for storage of raw milk and finished products.
- 6.10 Only the milk will be supplied to the successful bidder from the milk union. Other items like packaging material, colour, essence, sugar, salt, culture etc. shall be provided by bidder himself. We will provide recipe of product manufacturing and art work of finished pack, it would be duty of the tenderer to not to disclose any of the vital details provided by us.
- 6.11 The Processing plant must have FSSAI License, NOC from pollution, F&B and other applicable

7.0 PRODUCTION & QUALITY CHECKS/PARAMETERS:

- 7.1 The successful tenderer shall have to carry out job in strict hygienic & sanitary environment conforming to the standards laid down under Food Safety & Standards Act 2006 and other rules and regulations prevalent. Violation of any clause of different Acts shall be the sole responsibility of the tenderer. The FSSAI license of UHT processing is mandatory for all the bidders.
- 7.2 UHT treated pouch milk, butter Milk and Lassi shall be manufactured complying to the FSSAI standard and the specifications provided by us.
- 7.3 Batch wise testing shall be done in the quality control lab of the approved manufacturer and this report shall be circulated to the OMFED. Test reports shall be cross checked by OMFED any time. OMFED can also collect samples as and when required.
- 7.4 UHT treated spiced butter milk and lassi shall initially be packed in 180 ml pack size and should be stored in cool and dry place. Permissible losses of the product manufacturing shall be not be more than 2.5% on fat and SNF basis.
- 7.5 The packaging material used should comply to the specifications as mentioned in Schedule II, art work shall be provided by OMFED.
- 7.6 It will be responsibility of the approved UHT and aseptic filling plant to ensure unloading of milk received from milk union immediately. In case of inordinate delay in unloading of tanker, affiliated milk union may impose penalty in lieu of disruption in working schedule and associated direct or indirect losses. The cost of milk and transportation charges shall be recovered along with penalty which can be maximum up to Rs 1.0 lakh.
- 7.7 UHT plant and aseptic filling should ensure appropriate coding of batch nos. of UHT treatment and packing and should keep record of corresponding raw

material, i.e. name of source, quantity and quality report so that back tracing of sources of ingredients i.e. raw material used in particular batch should be available at the plant.

7.8 The authorized representative of OMFED/omfed milk union may inspect the premises of the approved manufacturer in regard to sanitation, hygienic practices, records regarding the quality of milk, processing, packaging materials, etc.

7.9 If it is found that finished product supplied tenderer is not of good quality then the cost of spoiled products shall be recovered from available bills of the tenderer after due verification in presence of representative of the tenderer.

8.0 INSPECTIONS:

8.1 Before award of the contract to the successful bidder a team of officials of OMFED and milk union shall inspect the processing area of the bidder and shall inspect the premises as per the quality required of finished product to be received back by concern milk union. The analytical report submitted by the committee should be a basis to award or rejection of the bidder.

8.2 After release of work order continuous inspection of the works of the successful bidder shall be performed by a team of OMFED officers to ensure all the parameters, machinery, plant, equipments and requirements as per FSSAI's Good manufacturing practices (GMP) & Good Hygiene Practices (GHP) provisions. In case of any discrepancy or shortcomings the work order will be cancelled, the EMD shall be forfeited.

9.0 QUALITY & TESTING VARIATION

9.1 Quality parameters of Milk pouch, butter Milk and Lassi shall be as per the FSSAI standards and recipe provided by OMFED.

9.2 In case of variation in quality of Raw materials and finished products, the successful bidder shall have to intimate immediately to the OMFED.

Such type of issues shall be resolved after only written consent/approvals mutually, in due course.

9.3 Supplier shall have to provide 200ml pack size as per the dimension/quality given in schedule-II. These packets shall be placed in secondary packing material i.e. cardboard which shall be shrink-wrapped so that these can be easily distributed to retail points.

10.0 TERMINATION OF CONTRACT:

10.1 If any act of commission or omission of conversion plant brings the Milk Union to a situation of dispute, the OMFED shall be competent to debar/blacklist the UHT manufacturing plant from further business and Security Deposit also shall be forfeited.

11.0 CONSEQUENCES OF BREACH OF AGREEMENT:

11.1 If the authorized person of the UHT manufacturing plant in the contract/tendering firm commits breach of any of the conditions of the agreement it shall be lawful for the OMFED to cancel the contract and recommend for forfeit of the Earnest Money Deposit.

12.0 DISPUTE ARBITRATION & FINAL AUTHORITY:

12.1 For matters of dispute relating to the interpretation of the above clauses, the decision of the MD, OMFED shall be final and binding on all concerned.

12.2 If the successful tenderer fails to accept or execute the work order or any dispute arising thereof, it shall be resolved through arbitration thus following Arbitration Act 1996. The award of the Arbitrator shall be binding on both the parties involved in the trade.

12.3 The Jurisdiction for deliberating all such disputes shall be Bhubaneswar, Odisha.

13.0 ARBITRATION

13.1 All disputes or differences in respect of which the decision is not final and conclusive shall, on the initiative of either party, be referred to the adjudication of a sole Arbitrator, to be appointed by OMFED. The appointment of sole Arbitrator so made shall be final and conclusive.

13.2 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

13.3 The Arbitrator shall be deemed to have entered in the reference on the date he issues notices to both the parties fixing the date of the first hearing.

13.4 The Arbitrator from time to time, with the consent of the parties enlarges the time for making and publishing the award.

13.5 The venue of the Arbitration shall be in Bhubaneswar only and jurisdiction for any matter/dispute arising out of or concerning or connected with such Arbitration shall be of such courts as exercising jurisdiction over Bhubaneswar.

13.6 The fees, if any, of the Arbitration shall, if required to be paid before the award is made and published, be paid at half by each of the parties. The costs of the reference and the award including the fees, if any, of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid and may fix and settle the amount of costs to be so paid.

13.7 The award of the Arbitrator shall be final and binding on both the parties.

13.8 The Arbitration proceedings shall be governed by Arbitration and Conciliation Act 1996 and the Rules made there under or any statutory modification thereof for the time being in force. Performance under the Contract, shall, if reasonably possible, continue during the Arbitration proceedings and the payments due to the Contractor by the OMFED shall not be withheld, unless they are the subjects of the Arbitration proceedings.

13.9 Neither party is entitled to bring a claim or dispute to Arbitration after thirty days of expiration of the maintenance period.

SCHEDULE - II

Specification of the UHT packing material

1. Technical specification for Pouch packing Material 500/200 ml

S.No	Particular	Unit	Required Value (g/m ²)
1	Thickness	u	90
2	Grammage	GSM	91.5
3	Dart Impact	gm	180 from 66 cm height
4	Tensile Strength	Kg/cm ²	MD: 190 CD:150
5	Elongation	%	MD:350 CD:400
6	Seal Strength	Kg/15mm	2.5

2. Technical specification for Aseptic packing Material 200 ml

S.No	Particular	Required Value (g/m ²)
1	Outside PE layer	12
2	Paper board	195
3	Laminated PE layer	20
4	Aluminum foil	17
5	Adh.PE and mPE Layer	25
6	Total gram mage	269 +/- 10
7	Wt/pack	8.11 +/- 0.81

3. Specification of the UHT packing outer material : The finished product shall be packed in half size corrugated boxes covered with poly film as below :

- a. Poly film - 70 mic.
- b. Corrugated box - 3 ply strong board white colour, gsm/ply 150, bursting strength 6kg/sqcm.

4. Specification of Pouch packing milk the products :

- a. UHT aseptic pouch pack of 500ml/200ml milk with shelf life of 180 days.

S.No	Particulars	Standards with required parameter
1	Milk 500/200 ml pack	Milk solids
Amount per 100 ml*		
2.	Energy (Kcal)	58.2
3.	Total Fat (g)	3.0
4.	Saturated Fat (g)	2.0
5.	Trans Fat (g)	0.0
6.	Cholesterol (mg)	10
7.	Carbohydrate (g)	4.8
8.	Total Sugars (g)	4.8
9.	Added Sugars (g)	0.4
10.	Protein (g)	3.0
11.	Sodium (mg)	37
12.	Calcium (mg)	110

- b. UHT aseptic tetra brick pack of 200ml milk products Lassi with shelf life of 180 days.

S.No	Particulars	Standards with required parameter
1	LASSI	Milk solids/ Toned milk curd, Pasteurized water, Sugar premium quality, Permitted Additives for flavour- (Nature Identical al artificial flavouring substance-ROSE) , Stabilizer INS 440 as per FSSAI. (Norms of pack and Additives to be added as per FSSAI)
2.	OT & Texture	ok, smooth
3.	Fat% (min)	3.0
4.	TS% (min)	23.0
5.	Acidity LA% m/m(Max)	0.60-0.70
6.	Sugar% (max)	15
7.	Coliform /g MAX	Nil
8.	Y/M /g(MAX)	Nil
9.	Pathogenic Micro-organism	Nil
10.	pH	4.1-4.2

- c. UHT aseptic tetra brick pack of 200ml milk products Spiced butter milk with shelf life of 180 days.

S.No	Particulars	Standards with required parameter
1	Spiced Butter Milk	Milk solids/ Toned milk curd, Pasteurized water, Iodized Salt 0.8%, Spices (Natural)-Cumin 0.1%, Black pepper 0.06%. .(Norms of pack and Additives to be added as per FSSAI)
2.	OT & Texture	ok, smooth
3.	Fat% (min)	1.5
4.	TS% (min)	5.0
5.	Acidity LA% m/m(Max)	0.50-0.60
6.	Coliform /g MAX	Nil
7.	Y/M /g(MAX)	Nil
8.	Pathogenic Micro-organism	Nil
9.	pH	4.1-4.2

SCHEDULE III

(To be submitted along with the offer)

: Form of General and Technical details of the tenderer (mandatory) :

A General Information :

I/We hereby furnish following particulars about my/our unit (s)

1. Name of unit : M/s. _____
2. Address of the unit : 1. Office _____

2. Factory _____

3. Name of Proprietor/Partner(s) : 1. _____
2. _____
3. _____
4. Name with designation of : _____ the person authorized (if any) _____
to sign the documents on behalf of the unit. _____
5. Telephone Nos. & Mobile No. : Office _____
Factory _____
e-mail _____
6. Particulars of the registration certificate issued by the competent authority, : _____
Registration No. & date _____
7. G.S.T No. : _____ dated _____
(furnish a photocopy)
8. PAN (furnish a photocopy) : _____
9. Whether the unit or sister : Yes / No
concern unit or any unit of If the reply is 'yes' please give details below
their Proprietorship or _____
Partnership, (if any) has been _____
Blacklisted/debarred or _____
penalized by any Central or _____
State Government Organization _____
or Cooperative Organization at _____
any time. _____
10. FSSAI license no.UHT treated and Aseptic : _____
(furnish a photo copy of license)
11. Valid factory license detail : _____
(Enclose Photocopy) _____

Seal & Signature of the tenderer

B Technical Information :

1. Names of products/fluid milk being manufactured and packed at the works with brand name (s) :

2. Whether the tenderer is engaged in manufacturing of UHT milk products and marketing thereof:

3. Details of other dairy units whose milk has been converted into products in previous two years :

4. UHT manufacturing capacity of the plant :

UHT Processing capacity _____

Aseptic packing capacity : _____

Storage Capacity: _____

Fat and SNF loss % during product manufacturing: _____

5. Spare capacity of plant being offered for UHT processing and Treatment:

Seal & Signature of the tenderer

SCHEDULE IV

(RATES SHOULD BE SUBMITTED IN THIS FORMAT)

FINANCIAL BID

UHT processing, Aseptic packaging of Milk/ Butter Milk and Lassi

S.No.	Items	Rate (Rs. per Set of 30 packs of mention size Packed in Shrink wrap) FOR OMFED Dairy Plant – Basic Rate	GST (as applicable)	Total Amount including GST (In Rs.)
1.	Pouch Milk -500 ML			
2.	Pouch Milk- 200 ML			
3.	Cost of Spiced Butter milk -200 ml			
4.	Cost of Lassi-200 ml			

Note : Lowest rate (L-1) for S.No. 1 and S.No. 4 will be finalized separately.

PROFORMA OF BANK GURANATEE FOR PERFORMANCE SECURITY
On Non-judicial stamp paper of Rs. 100/-

Bank guarantee no.

Date:

This deed of guarantee made this ----- day of 200--- (Two thousand and -----
----) by (name and the address of the bank), hereinafter referred to as the bank, which shall
unless repugnant to the context or the meaning thereof includes its legal representatives,
successors and assigns and the ORISSA STATE CO -OP. MILK PRODUCERS' FEDN.
LIMITED (hereinafter referred to as the OMFED) which expression shall unless repugnant to the
context or meaning thereof include its legal representative, successors or assigns.

Where as the ORISSA STATE CO.OP MILK PRODUCERS' FEND- LIMITED has awarded a
contract bearing no -----on M/S ----

----- (name and the address of the party), hereinafter referred to as the
contractor, for the execution, completion and the maintenance of -----

-----and whereas, the
contractor has agreed to submit a performance security in the form of a bank guarantee to the
OMFED as per the terms and conditions of the bidding documents and the contract which will be
kept valid up to-----calendar months from the date of bank guarantee (the period
should be till end of period of maintenance). And whereas the bank and its duly constituted agent
and officer has already read and understood the contract made between the OMFED and the
contractor.

In consideration of the OMFED having agreed to award the contract on the contractor on the
contractor, we -----(the
bank), do hereby guarantee, undertake promise and agree with the OMFED its legal
representatives, successors and assigns that the within named (the name of the contractor) their
legal representatives and assignees will faithfully perform and fulfill everything within the
bidding document and the contract order on their part to be performed or fulfilled , at the time
(time being the essence of the contract) and in the manner therein provided do all obligations
there under and we further undertake and guarantee to make payment to the OMFED a sum of
Rs.------(rupees -----
--only) being 10% of the contract

Value, in case the contractor, their legal representatives and assignees donot faithfully performed
and fulfill everything within the bidding documents or fulfilled, at the time and in the manner
therein provided and donot willfully and promptly do all obligations there under.

In case the contractor fails to perform or fulfill the contract as per the terms and conditions agreed
upon, the OMFED is entitled to demand an amount equivalent to 10% of the contract value from
the contractor and the demand made by the OMFED itself will be conclusive evidence and proof
that the contractor has failed to perform or fulfill his obligations under the contract and neither the
contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure
of performance or fulfillment on any ground whatsoever.

we, (the name of the bank), do hereby undertake to pay an amount equivalent to 10 % of the
contract value , being the amount due and merely on a demand from the OMFED stating that the

amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the contractor or by the reason of the contractor's failure to perform the said contractual commitments any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However our liability under this guarantee shall be restricted to an amount not exceeding Rs.----- (rupees-----
-----only)
being the amount equal to 10% of the contract value.

we, the bank further agree that the performance security herein contained shall remain in full force and effect for a period of ----- calendar months from the date of the bank guarantee (the period shall be till the end of period of maintenance) which ever is later or till the OMFED certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the OMFED on or before -----
-----we shall be discharged from all liabilities under this performance hereafter.

we, the bank, further agree with the OMFED that the OMFED shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of the bidding document and the contract or to extend the time of performance by the said contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the OMFED against the contractor and to forbear or enforce any of the terms any of the terms and conditions relating to the said bidding documents and the contract and we shall not be relieved from our liability by reason of any such variation , or extension being granted to the said contractor, or for any forbearance, act or omission on the part of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the OMFED may have or hereof after possess in respect of the works executed or intended to be executed and the OMFED shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the OMFED may be entitled to receive or have a claim upon and the OMFED at its absolute discretion may vary, exchange, renew , modify or refuse to complete to enforce or assign any security or instruction.

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

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not in fact has been delivered to the bank.

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

we,-----, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the omfed in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs.----- (rupees-----).the guarantee shall remain in force until -----
-----and unless the guarantee is renewed or a claim is preferred against the bank within three months from the OMFED under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

SIGNATURE

PLACE

SEAL

DATE

CODE NO.

NOTE:

- 1) The contractor should ensure that the seal and the code no. of the signatory is put by the bankers, before submission of the bank guarantees.
- 2) The contractor should ensure that a letter of confirmation is sent by the bank to OMFED directly, mentioning the guarantee No. and date of Issue.

DECLARATION

I / WE DECLARE THAT I / WE HAVE GONE THROUGH THE AFORE MENTIONED CONDITIONS OF THE CONTRACT AND AGREE TO ACCEPT THE SAME FOR SUBMISSION OF THE TENDER / EXECUTION OF THE WORK. I AM / WE ARE ALSO AGREEABLE TO ABIDE BY THESE CONDITIONS UNTIL THE FINALIZATION OF TENDER / COMPLETION OF THE WORK IN ALL RESPECT.

(Full Signature of the Contractor)

Date :

Address for Correspondence:

DECLARATION

Dear Sir,

I / WE DECLARE THAT I / WE hereby declare that I/We are not blacklisted by any Central/ State Government/ agency of Central/ State Government of India or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

(Full Signature of the Contractor)

Date :

Address for Correspondence: