



FEBRUARY 16, 2021

SPECIAL TERMS AND CONDITIONS OF CATTLE FEED RAW MATERIAL E-TENDER CUM REVERSE AUCTION

DOCUMENT NO.: GTC/CFP/0021/1/160221

**PURCHASE DEPARTMENT (CATTLE FEED)
MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED**

Dudhsagar Dairy, Highway, Mehsana – 384002 Phone: 02762-253201

Fax: 02762-253201

www.dudhsagardairy.coop



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

Contents

2. 0 General Terms, Conditions & Information.....	3
Eligibility Criteria.....	3
Downloading of Tender Document and Payment of Tender fee and EMD.....	3
Quantity, Minimum Offer Quantity and EMD details.....	3
Submission of Tender.....	3
Submission of the Tender Fee, EMD details and submission of Physical Documents	3
Submission of Commercial (Price) Bid.....	4
Bid Security	4
Reverse Auction	4
Rights Reserved by Dudhsagar Dairy, Mehsana.....	4
Acceptance of Tender Terms and Conditions by Bidder.....	4
Future Information	5
Dispute Resolution	5
Jurisdiction	5
3.0 Special Terms and Conditions.....	6
List of Penalty	6
Standards and Specifications.....	6
Bid Evaluation	6
Price Basis.....	7
Payment Terms.....	7
Quality, Inspection and Tests.....	7
Purchase Order	8
Delivery Terms and Penalty for Late Delivery / Short Delivery	8
Short Delivery.....	9
Excess Delivery.....	10
Lifting of Rejected Goods	10
Weighment.....	10
Packing.....	10
Approval.....	11
Jurisdiction	11
Force Majeure.....	11
Maintaining of Ethical Standards in Business.....	11



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

2.0 General Terms, Conditions & Information

There will be an E Auction on the basis of the L1 rates of E Tender Price bids. Only those parties who qualify in Tender will be given item wise participation in e-Auction.

Any future correspondence related to this tender will get published on **www.nprocure.com**. Hence bidders are advised to check the website regularly.

Eligibility Criteria

The Bidder / Supplier shall have turnover and work experience of supplying cattle feed raw materials as per Annexure-2 of DOCUMENT NO.: GTC/CFP/0023/1/160221

Downloading of Tender Document and Payment of Tender fee and EMD

The Bid document can be downloaded from website **www.nprocure.com**.

The Tender Fee and EMD Amount should be paid by NEFT/RTGS/IMPS to Mehsana District Co-operative Milk Producers' Union Limited in the bank account mentioned in NIT.

ANY OTHER MODE OF PAYMENT IS NOT ACCEPTABLE

After Paying the amount by NEFT/RTGS/IMPS, details of the same should be given in preliminary stage of the tender on www.nprocure.com. The soft copy of the payment advice of the transaction to be uploaded on the portal as a proof of payment.

Any future correspondence related to this tender will get published on www.nprocure.com.

Security deposit /EMD will be interest free.

Quantity, Minimum Offer Quantity and EMD details

As per NIT

Submission of Tender

Submission of the Tender Fee, EMD details and submission of Physical Documents

Bidder has to submit tender fee and EMD payment details and Price bid online on N-procure portal only. All other supporting documents in Physical form/ hard copy has to be submitted to our office, in sealed envelope mentioning our tender document reference on top of the envelope. Any lapse in document submission may result in disqualification of bid.

Following documents are required:

1. Signed and sealed copy of tender document.
2. Copy of balance sheet of FY 2017-18, 2018-19 & 2019-20
3. Copy of GST certificate
4. Copy of PAN No.
5. Vendor Data Sheet
6. Product leaflet
7. P.O. and work completion copy as specified in above Eligibility Criteria.

Note: Only after verification and acceptance of documents submitted, commercial bid will get opened.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

Submission of Commercial (Price) Bid

Bidder should submit Commercial (Price) Bid online on website www.nprocure.com only.

Commercial bid (price bid) in physical form (price bid) sent to Mehsana District Co-operative Milk Producers' Union Limited, Mehsana will be rejected out rightly.

Bid Security

All Bids must be accompanied by Earnest Money Deposit (EMD) in the form specified in the Bidding document. The Bids not accompanied with EMD shall be summarily rejected. The Bid security shall be denominated in Indian Rupees of value as specified.

Note: If Bidder is quoting more items, then EMD should be paid separately for each item quoted. The Bids not accompanied with EMD shall be summarily rejected.

The Bid security may be forfeited if:

1. A Bidder or Supplier withdraw its bid during the period of bid validity specified by the Purchase on the tender document
or
2. In case of successful Bidder / Supplier, if the Bidder / Supplier fails to sign the contract or execute the contract within specified period of contract.
3. In case of NO SUPPLY as per DOCUMENT NO.: GTC/CFP/0021/1/160221

Reverse Auction

Dudhsagar Dairy will go for reverse E-Auction facilitated by Nprocure for the last stage of negotiation depending on the Prices and number of bidders participated.

In such case, there will be a Reverse Auction on the basis of the L1 rates of E Tender Price bids. Only those parties who qualify in Tender will be given item wise participation in e-Auction.

Rights Reserved by Dudhsagar Dairy, Mehsana

Dudhsagar Dairy, Mehsana, at its sole discretion and without assigning any reason thereof, reserves the right to accept and / or reject the whole or part of any or all the Bids received at any stage of tender.

Acceptance of Tender Terms and Conditions by Bidder

Quoting price bid on n-procure website will be treated as acceptance of all terms and conditions of tender document. In addition to this NIT following documents are integral part of this tender:

Document No.	Descriptions
DOCUMENT NO.: GTC/CFP/0021/1/160221	Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0022/1/160221	Material Specifications and Test Methods of Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0023/1/160221	Annexures of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.:	General Terms and Conditions of Purchase Order



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

GTC/0011/1/0221	
-----------------	--

Future Information

Any future correspondence related to this tender will get published on www.nprocure.com under corrigendum.

Dispute Resolution

In case of dispute, decision taken by I/C Managing Director will be final.

Jurisdiction

Courts at Mehsana shall have jurisdiction to hear, settle and/or determine any dispute, controversy or claim arising out of this tender.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

3.0 Special Terms and Conditions

List of Penalty

For details kindly see respective section.

Item	Remarks	Penalty
Late delivery	Up to 7 days after scheduled delivery date	3%
	From 8 to 15 days	Rs. 500/ 3%/ Rate Difference whichever is higher
	After 15 days	PO Closed
Short supply	We will wait till 15 days for applying late of short delivery clause	Rs. 500/ Rate Difference whichever is higher
	For Gunny Bag	late penalty will be @ Re 1/- per bag for first 7 days and @ Rs 2/- per bag for 8-15 days. After this Union may cancel the PO.
Rebate/Premium	As per tender	
No delivery	Total EMD of material will be forfeited	
Not lifting rejected material	Up to 15 days	No charge
	16 to 30 days	Rs. 50/MT
	Beyond 30 days	Rs. 100/MT
	If no communication is received till 30 days to keep the material	Dispose off
Torn bag		Rs. 10/- per bag
Malpractice		As per management decision

Standards and Specifications

The Goods supplied under this Contract shall confirm to the specification standards mentioned in the tender for respective item and, when no applicable specification/standard is mentioned, to the latest Indian Standards.

Bid Evaluation

The price bid will be evaluated separately for each item as below:

1. Bids without tender fee, EMD and other documents required will not get considered.
2. Minimum Bid Quantity Offered should be 1/2 of the tender quantity. Quotation of parties offering less than 1/2 quantity will not get considered.
3. If L1 is unable to offer full quantity required then L2 will be given the chance to match the L1 price for balance quantity and so on.
4. PO quantity can vary depending upon the past supply of the suppliers.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

5. For smooth supply, more than one supplier can be offered for a particular material at the rate of L1.
6. Decision taken by I/C Managing Director will be final and binding.
7. Union reserves the right to cancel e-tender cum reverse auction at any stage.

Price Basis

Price charged by the supplier for goods delivered under the tender shall not vary from the prices quoted by the supplier in its bid and the contract shall be on fixed price basis with free delivery at site. The Price specified should also be inclusive of:

- a. Duties,
- b. Packing and Forwarding,
- c. GST wherever applicable,
- d. Transit insurance and Freight (FOR site)

Payment Terms

Payment will be made within 20 days from the date of receipt and acceptance of material or invoice and whichever is later by A/C payee cheque / RTGS

Quality, Inspection and Tests

1. The goods supplied should be suitable for manufacturing cattle feed. The supplier shall be responsible for consequential losses / liabilities arising due to supply of sub-standard or poisonous goods.
2. If any inspected or tested goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected goods or make all alternations necessary to meet specification requirements free of cost to the Purchaser.
3. The goods should meet the minimum quality parameters set by the union for each type of materials.
4. The goods should be free from dirt, impurities of any kind, insects and fungus infestations and metallic pieces.
5. The goods should be free from any undesirable and objectionable odor of any kind.
6. The product samples will be tested in our laboratory and the test results of our laboratory will be treated as final for purpose of payment. If bidder is not satisfied by result of Union's laboratory then sample can be sent to any third-party reputed laboratory at the cost of bidder. For this bidder has to make request in writing.
7. The union reserves the right to go or not for external testing of sample and to accept or reject the results from outside laboratories.
8. The union reserves the right to accept or reject any consignment without assigning any reason and decision of the union in this regard will be final.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

Purchase Order

Price: As per Reverse Auction or e-tender whichever is lowest.

Variation in Order Quantity and Distribution of Order: The order quantity may vary up to 10%, while finalizing the order and / or while execution of the complete order. Order quantity can be divided among more than one bidder at L1 rates to ensure timely delivery of material and reduction in risk. The quantity can be change under the discretion of I/C Managing Director.

Acceptance and Confirmation of Order: Hard copy or E-mail copy of the PO will be sent to the party and if there is no communication is made for denial or approval within 3 working days of purchase order issue, it will be considered as confirmation.

Assignment: The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent. Such assignment shall not relieve the supplier from any liability or obligation under the contract.

Cancellation of PO: The union reserves the right to cancel whole or part of purchase order by giving 3 days of written or telephonic intimation, within the validity period of the purchase order. However, beyond the validity of the Purchase Order (Including POs with extended validity period) may be cancelled without giving any notice and without assigning any reasons.

Delivery Terms and Penalty for Late Delivery / Short Delivery

The successful supplier shall have to supply the ordered quantity of MATERIAL as per the specifications prescribed within the time frame (generally 20 days) or as mentioned during the Reverse Auctions schedule or in PO. 50% of PO quantity to be supplied in first half of delivery period given and/ or Supplier has to follow Delivery Schedule provided by Union. If supplier is not following delivery schedule then Union reserves the right to charge penalty as mentioned later.

The successful suppliers should take adequate precautions to prevent damage or deterioration to MATERIAL during storage/ transportation. He should also insure the stock during transit at his cost.

All the delivery of the goods should accompany with Original and three copies of following documents:

- a) The supplier's invoice showing Purchase Order No., Goods Description, Quantity, Unit price, Total amount etc.
- b) Delivery note / Packing list. (Actual No of Bags with type i.e. HDPE/PP/jute bag to be mentioned.
- c) Lorry receipt.
- d) Certificate of origin (for imported items).
- e) Excise Gate Pass / Octroi receipts, where ever applicable
- f) Any other document evidencing payment of statutory levies.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

Consignment without valid documents will not be accepted. The material will be received as per factory timing of Union.

The net weight (excluding of empty HDPE/PP/jute bags) of the delivered goods is recorded for determining the quantity supplied. This quantity would be considered for calculation of the trade amount. The payment is processed based on the accepted quantity and quality report of our Union.

The minimum weight of empty HDPE/PP bag (200gm) / jute bag (1.30 kg for DORB and 1.20 kg for other raw materials) will be deducted from the received/accepted weight for making payments.

If the material supplied is found to be of inferior quality as compared to the specifications, the Union may reject the material all together or accept the same at reduced rates determined on the basis of Rebate schedule.

In case of delayed supply as per the above given delivery schedule liquidated damage for delay in supply shall be recovered to be **computed @ 3% of the value of goods received up to one week.** Undelivered quantity beyond one week from the mandated delivery time frame will termed as default and accordingly forfeiture will be initiated to the extent of undelivered quantity. In addition to this, we reserve the right to forfeit the security deposit and/ or blacklist the firm.

Short Delivery

1. It is expected that all the suppliers meet their commitment of full supply within the delivery period as mentioned in the PO.
2. If the total quantity supplied is **less than 90% of the PO quantity**, the differences in the cost of short supply quantity will be recovered from the supplier as per following formula

Difference of cost per MT to be recovered from supplier = $(Q1 - Q2) * (R1 - R2)$

Where

Q1 = PO quantity in MTs

Q2 = Quantity Actually supplied in MTs

R1 = The rate prevailing on the last delivery date as per PO or next contracted rate after the last delivery date in Rs./MT.

R2 = The PO rate in Rupees/MT

OR

Rs. 500 per MT whichever is higher and shall be adjusted against your pending payment or Security Deposit.

For Gunny Bag, late penalty will be @ Re 1/- per bag for first 7 days and @Rs 2/- per bag 8-15 days after this Union may cancel the PO.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

If **NO supply** is made within stipulated delivery period, **TOTAL EMD** of that material will be **forfeited** and party will be blacklisted for that particular material for next 3 months in participating in any of the cattle feed tender.

Excess Delivery

Bidders should supply the goods as per the quantities mentioned in the order. However, union will accept quantity up to 10% variation of order quantity at same rate as mentioned in the Purchase order.

Lifting of Rejected Goods

In case of rejections in supplies made by you, no payment will be made by Union. Further the rejected material will be defaced / handled by the union as we deem fit, and will be return to you at your cost. If the rejected material is not lifted by you within 7 days from the date of intimation the Union is free to charge storage charges or dispose off the material as we may deem fit.

1. The suppliers will be intimated, if any of the consignment is rejected or any of the grounds, it will be responsibility of the supplier to lift the rejected the goods within 30 days from the time the supplier is given Telephonic/Fax intimation.
2. In case of rejection of consignment:
 - a. No charge till 15 days of rejection and communication to party
 - b. Rs. 50/- per MT per day from 16th to 30th day of rejection
 - c. Dispose off of material at the risk and responsibility of the supplier or Rs. 100/- per MT per day after 30 days if supplier makes a written request to keep material for lifting.

Weighment

The suppliers should weigh consignment before dispatching to us and weighment slip should always accompany the consignment.

However, the weight recorded at our cattle feed plants will be treated as final for payment. In case of doubts, truck drivers or supplier's representatives may weigh the consignment on private weigh bridge outside the factory premises and provide a weighment slip for verification at our end.

The weight will be calculated on a net weight basis and a deduction of 200 grams per PLASTIC bag will be deducted from the weight of material. Similarly, 1.3 kg will be deducted per GUNNY BAG for DORB and 1.20 for other raw-materials.

Packing

The goods should be supplied in sound gunny bags (new or old) or HDPE bags appropriate for the raw material supplied. The goods packed in torn or unsound condition of gunny bags may be rejected. In-case the bags in which the raw-material is supplied are torn there will be a **deduction of Rs. 10/- per bag** from the consignment supplied.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED
Special Terms and Conditions of E-Tender cum Reverse Auction for Cattle Feed Raw Material and Other Items
DOCUMENT NO.: GTC/CFP/0021/1/160221

Approval

The supplier shall have all the necessary legal approvals required (if any). Union will not be responsible for the same.

Jurisdiction

Settlement of any dispute out of the Purchase Order / Contract against this Bid shall be subject to the courts at Jurisdiction Mehsana, Gujarat only.

Force Majeure

Should any of the force majeure circumstances, namely act of God, natural calamity, fire, Government of India Policy, restrictions (excluding any stock limits), strikes or lock-outs by workmen, war, military operations of any nature and blockades preventing the Supplier/Buyer from wholly or partially carrying out their contractual obligations, the period stipulated for the performance of the Contract shall be extended for as long as these circumstances prevail, provided that, in the event of these circumstances continuing for more than three months, either party shall have the right to refuse to fulfill its contractual obligations without title to indemnification of any losses it may thereby sustain. The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

Maintaining of Ethical Standards in Business

It is highly necessary for the suppliers to ensure that business ethics are maintained at the highest degree with Union. In no case we will be able to tolerate any unethical practice by the supplier by way of offering either cash or in kind or compensation in any form either to get the rejected material accepted or to get higher volume of the business than the approved quantity.