Online Bidding document for **Two Bid System** *(Technical Bid & Financial Bid)* for Supply of Compound Cattle Feed

| Dates of Downloading of Online Bidding document | : | From 24-06-2020 (04.00 PM) upto 14-07-2020 (10.45AM) |
| Place of Downloading of Bidding Document | : | http://eprocure.gov.in/eprocure/app |
| Date of Pre-Bid Meeting | : | Online (through Zoom app): 02-07-2020 at 11:00 AM the meeting ID and Password would be made available on the http://ndri.res.in |
| Closing date and time for receipt of Bid | : | 10.45 A.M. on 14-07-2020 |
| The Date/Time by which the original Pay Order/DD of Bid Security and reach/submitted at the office of A.A.O., NDRI, Karnal | : | Assistant Administrative Officer (Purchase), NDRI, Karnal |
| Time and date of opening of Technical Bid | : | 11.00 A.M. on 15.07.2020 in the office of Assistant Admin. Officer (Purchase), Karnal |
| Time and date of opening of Financial Bid | : | Shall be notified later |
| Place of opening of Financial Bid | : | Office of Assistant Admin. Officer (P), NDRI, Karnal |
INVITATION FOR ONLINE-BIDS (E-Bids Through CPP Portal)

National Dairy Research Institute (Indian Council of Agricultural Research), Ministry of Agriculture, Government of India invites Online Bids from eligible and qualified Bidders for the Rate Contract to supply following goods (as listed below):

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Name of the Item</th>
<th>Quantity (In Quintals)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Compound Cattle Feed (CP 20%)</td>
<td>4250</td>
</tr>
<tr>
<td>2.</td>
<td>Calf Starter (CP 24%)</td>
<td>300</td>
</tr>
</tbody>
</table>

*Note: Please note that the Quantity here means the Quantity of anticipated drawl during Rate-Contract period.

1. Tender Form of above feed can be downloaded free of cost from the website http://eprocure.gov.in & http://ndri.res.in
2. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line http://eprocure.gov.in/eprocure/app. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/processed, in any case.
3. The particulars of Earnest Money deposited must also be mentioned on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the feed and tender submission ID proof, failing which the bids will not be accepted.
4. The bidders may submit duly filled and completed bidding document ONLINE as per instructions contained in the bidding documents. Incomplete bid shall be rejected. The conditions of tender shall be governed by the details contained in complete bid document.
5. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The ICAR- NDRI, Karnal reserves the right to accept or reject any or all the tenders.
6. The detailed instruction for online submissions of bid(s) through e-procurement module of Central Public Procurement of NIC, the bidder(s) may visit following link:- http://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page

**Date of start for downloading of Bidding Document**: 24-06-2020 at 04.00PM

**Place of downloading of bidding document**: http://eprocure.gov.in/eprocure/app

**Last date for submission of Online-Bids**: 14-07-2020 by 10.45 AM

**Date of Opening of Technical Bid in the office of A.A.O. (Purchase)**: 15-07-2020 at 11.00 AM

**Date of Opening of Financial Bid of technically qualified Bid(s)**: Will be notified later

**On behalf of Director**

E-Mail: aaopndri@gmail.com
Ph.: 0184-2259067, 2259499, 2259025
Fax: 2250042
Submission of Online-Bids

Unless otherwise specified, the Bidders are to submit Online Bids only through http://eprocure.gov.in/eprocure/app. However, Original Pay Orders of Bid Security as per detail above, must be deposited in the form of Demand Draft /FDR/ Banker’s Cheque/ Bank Guarantee payable to “ICAR Unit, NDRI, Karnal”, in person to Administrative Officer, ICAR-NDRI, Karnal – 132001. The particulars of the Earnest Money deposited must also be superscribed on the top of the envelope by mentioning the draft/pay order number(s), date and amount and name of the Fodder(s) and tender submission ID proof, failing which the bids will not be accepted.

Bid received through other Mode

The Bidder(s) may note that ONLINE BIDS will ONLY be accepted the requisite supporting documents as mentioned in the bid document should and must be uploaded On-line http://eprocure.gov.in/eprocure/app. The Bids sent through FAX, E-mail, by hand, by post and/or by any other mean, shall not be accepted/ processed, in any case.

Bid Security (i.e. Earnest Money Deposit)

1. The Bid Security/EMD for the item will be as follows:-
   a) Compound Cattle Feed Rs. 3,00,000/-
   b) Calf Starter Meal Rs. 25,000/-

2. The Bid Security / earnest money shall be furnished in one of the following forms:-
   i) Demand Draft
   ii) Fixed Deposit Receipt
   iii) Bank Guarantee
   iv) Banker’s Cheque

   The demand draft, fixed Deposit receipt shall be drawn on any commercial bank in India, in favour ICAR UNIT-NDRI, Karnal. In case of Bank Guarantee, the same is to be provided from any commercial scheduled bank in India as per the format specified as per Annexure-1.

3. The Bid Security / earnest money shall be valid for a period of 90 days beyond the validity period of the Bid.

4. Unsuccessful Bidders’ Bid Securities / earnest monies will be returned to them without any interest, after expiry of the Bid validity period, but not later than thirty days after conclusion of the resultant contract. Successful Bidder’s Bid Security / earnest money will be returned without any interest, after receipt of performance security from that Bidder.
5. **Bid Security / Earnest money** of a Bidder will be forfeited, if the Bidder withdraws or amends its Bid or impairs or derogates from the Bid in any respect within the period of validity of its Bid. The successful Bidder's Bid Security / EMD will be forfeited if it fails to furnish the required performance security within the specified period.

**Performance Security**

1. Within fourteen (14) days or as indicated in the supply order specifically after the issue of notification of award by the purchaser, the supplier shall furnish performance security to the purchaser for an amount equal to 10 (ten) per cent of the total value of the contract, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

2. The Performance security shall be denominated in Indian Rupees five to ten percent of the value of the contract or in the currency of the contract and shall be in one of the following forms:

   a) Account Payee Demand Draft or Fixed Deposit Receipt or as indicated in supply order drawn on any scheduled commercial bank in India, in favour of ICAR UNIT, NDRI, Karnal.

   b) Bank Guarantee issued by a scheduled commercial bank in India, in the prescribed form as per Annexure-II.

3. The performance security will be forfeited by the Institute in case of non-compliance of the terms and conditions of the contract.

**QUALIFICATION CRITERIA FOR THE TECHNICAL BID**

i. Scanned copy of Earnest Money as required in the Tender. However, Small Scale Industries/Medium Scale Industries (MSMEs) registered with NSIC are exempted from EMD subject to submission of NSIC Registered with valid certificate with the items list.

ii. Scanned Copy of GSTIN in the Name of the firm/Proprietor.

iii. Scanned Copy of PAN Card in the name of the firm/Proprietor.

iv. Scanned Copy of Purchase orders as a proof for supply of Animal Compound Feed (in ICAR Institutes/Universities/Autonomous Bodies/listed companies/Registered companies /any other Govt. Deptt./Organisations of repute) of worth Rs. 1.00 Crore (Rupees One Crore) during last 02 Years (FY- 2018-2019 & 2019-2020) either directly / through their authorized dealer and / or their authorized stockiest (billing proof).

v. Scanned Copy of profit & loss and balance sheet of the firm for last 2 years i.e. FY 2018-19 & 2019-20 certified by the Chartered Accountant having minimum turnover not less than Rs. 50 Lakhs in each of the financial year failing which the firm will not be considered as technically responsive.

vi. Scanned Copy of income tax return for the FY 2017-18 & 2018-19.

vii. Scanned Copy of Cancelled Cheque of the bank in which the firm maintains its account.

viii. Scanned Copy of duly filled, signed and sealed Manufacturer’s Authorisation (if any).

ix. Scanned Copy of signed and stamped Certificate indicating details/name of blood relatives of the bidder engaged/employed in ICAR-NDRI, Karnal at a prominent
permanent post/position, if any. Otherwise, Nil-Engagement certificate, signed and stamped, is to be given.

x. The scanned copy of Tender Acceptance that the bidder shall abide by the terms and condition of the tender and supply the compound feed strictly as per the specification determined by the tendering authority/purchaser.

xi. The scanned copy of an UNDERTAKING stating that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, the firm will be liable to punitive action.

xii. Scanned copy of the UNDERTAKING that the firm has not been Blacklisted/banned/debarred during the last five years.

xiii. Scanned copy of CERTIFICATE FOR FEED MANUFACTURING CAPACITY OF 50 TONNE PER DAY by manufacturer or authorized dealer.

**LIST OF REQUIREMENTS**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Items</th>
<th>Total Qty. (In Qntls.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Compound Cattle Feed</td>
<td>4250</td>
</tr>
<tr>
<td>2.</td>
<td>Calf Starter</td>
<td>300</td>
</tr>
</tbody>
</table>

Terms of Delivery and Destination: Central Store, ICAR-NDRI, Karnal. Supply will be accepted on any working day during office hours from 09.30AM to 05.00 P.M.

For execution of Supply Order of Compound Cattle Feed, the supply will be made as per following schedule:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Items</th>
<th>Total Qty. (In Qntls.)</th>
<th>Schedule-I Upto 31-07-2020 (In Qntls.)</th>
<th>Schedule-II Upto 30-09-2020 (In Qntls.)</th>
<th>Schedule-III Upto 31-12-2020 (In Qntls.)</th>
<th>Schedule-IV Upto 28-02-2021 (In Qntls.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Compound Cattle Feed</td>
<td>4250</td>
<td>1075</td>
<td>1050</td>
<td>1075</td>
<td>1050</td>
</tr>
<tr>
<td>2.</td>
<td>Calf Starter Meal</td>
<td>300</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>75</td>
</tr>
</tbody>
</table>

Note: Price quoted shall be in Indian Rupees, unless material is imported.

Packing: The consignment may be dispatched in fresh new bags. An amount of Rs. 50/- Per Bag will be deducted in case the material is dispatched in Old/Torn Bags.
TECHNICAL SPECIFICATIONS FOR CATTLE FEEDS

1. The CP and approx energy (TDN%) from the formulation is 20% and 72% respectively and the formulation is given as (Table 1) which should be utilized.

2. A formulation for calf starter should also be used along with mentioned specifications (Table 2).

Table 1. Feed formulation for compounded cattle feed (CP 20%)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Ingredients</th>
<th>Quantity (Kg / 100 Kg)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maize Grain</td>
<td>25.00</td>
</tr>
<tr>
<td>2</td>
<td>Barley Grain/ Bajra Grain</td>
<td>10.00</td>
</tr>
<tr>
<td>3</td>
<td>Soyabean Meal</td>
<td>12.00</td>
</tr>
<tr>
<td>4</td>
<td>Groundnut Cake</td>
<td>6.00</td>
</tr>
<tr>
<td>5</td>
<td>Mustard Oil Cake</td>
<td>13.00</td>
</tr>
<tr>
<td>6</td>
<td>Cottonseed Cake (decorticated)</td>
<td>5.00</td>
</tr>
<tr>
<td>7</td>
<td>Chana Chuni</td>
<td>10.85</td>
</tr>
<tr>
<td>8</td>
<td>Wheat Bran</td>
<td>10.00</td>
</tr>
<tr>
<td>9</td>
<td>Deoiled Rice Bran</td>
<td>5.00</td>
</tr>
<tr>
<td>10</td>
<td>Mineral Mixture (BIS Type II)</td>
<td>2.00</td>
</tr>
<tr>
<td>11</td>
<td>Salt</td>
<td>1.00</td>
</tr>
<tr>
<td>12</td>
<td>Toxin Binder</td>
<td>0.15</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Chemical composition on DM Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Moistures (Maximum)</td>
</tr>
<tr>
<td>2</td>
<td>Crude Protein (Minimum)</td>
</tr>
<tr>
<td>3</td>
<td>Crude Fiber (Maximum)</td>
</tr>
<tr>
<td>4</td>
<td>Ether Extract (Minimum)</td>
</tr>
<tr>
<td>5</td>
<td>Acid Insoluble Ash (Maximum)</td>
</tr>
</tbody>
</table>
Table 2. Composition for calf starter (CP = 24%)

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Ingredients</th>
<th>Quantity (per 100 kg.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Maize</td>
<td>32.00</td>
</tr>
<tr>
<td>2</td>
<td>Barley</td>
<td>4.00</td>
</tr>
<tr>
<td>3</td>
<td>Groundnut Cake</td>
<td>8.00</td>
</tr>
<tr>
<td>4</td>
<td>Soyabean Meal</td>
<td>14.00</td>
</tr>
<tr>
<td>5</td>
<td>Full Fat Soya (Roasted)</td>
<td>13.00</td>
</tr>
<tr>
<td>6</td>
<td>Linseed Meal</td>
<td>10.00</td>
</tr>
<tr>
<td>7</td>
<td>Mustard Oil Cake</td>
<td>6.00</td>
</tr>
<tr>
<td>8</td>
<td>Wheat Bran</td>
<td>5.75</td>
</tr>
<tr>
<td>9</td>
<td>Deoiled Rice Bran</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Toxin Binder</td>
<td>0.15</td>
</tr>
<tr>
<td>11</td>
<td>Yeast Supplement (Feed grade)</td>
<td>0.10</td>
</tr>
<tr>
<td>12</td>
<td>Mineral Mixture (BIS Type II)</td>
<td>2.00</td>
</tr>
<tr>
<td>13</td>
<td>Salt</td>
<td>1.00</td>
</tr>
</tbody>
</table>

Chemical composition on DM Basis

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Moistures (maximum)</td>
<td>11.0%</td>
</tr>
<tr>
<td>2</td>
<td>Crude Protein (Minimum)</td>
<td>24.0%</td>
</tr>
<tr>
<td>3</td>
<td>Crude Fiber (Maximum)</td>
<td>7.5 %</td>
</tr>
<tr>
<td>4</td>
<td>Ether Extract (Minimum)</td>
<td>5.0%</td>
</tr>
<tr>
<td>5</td>
<td>AIA (Maximum)</td>
<td>2.5%</td>
</tr>
</tbody>
</table>

Terms for Compound Feed / Calf Starter Supply:
1. The firm supplying feed must have processing capacity of at least 50 tonnes feed/day. The feed supplier must have ISO 9002 certified feed manufacturing unit. The firm should be capable to prepare supply to the institute within 1-2 days after placing orders.

2. The feed will be prepared by the supplier as per the given formula, Mineral Mixture and additives mentioned in the feed formula. As appropriate BIS approved ingredients to be used. The Institute reserves the right to visit the feed manufacturing facility at the time of feed preparation for Institute supply. The feed ingredients can be inspected by the institute’s representatives/committee and the committee can reject the sub standard material and firm will have to replace it with quality ingredients before starting production.
3. Prepared feed are required as per specifications. The feed should be palatable to the animals, unpalatable feed will not be accepted and will require immediate replacement. Prorata deduction shall be made for different nutrients as mentioned below (Table 3).

4. Feed preparation and supply schedule will be on as per schedule, however can be changed with prior intimation.

5. The supplied feed should be free from insect infestation, fungus, stale odour, lumps and other undesirable extraneous material. After receiving feed at the institute, feed quality control laboratory of the NDRI, Karnal will take the samples and will submit report within 5 days. Material will be only accepted after receiving satisfactory report. If the quality is not as per specifications but within acceptable limits, pro-rata deduction will be made. Beyond the acceptable limits the feed can be rejected and firm will have to lift the material at their own cost.

6. The feed will be received in bags on net weight basis. Packing material cost i.e cost of bags is to be borne by the supplier. Packing material will be property of the institute. In case of using poor quality packing bags appropriate deduction will be made.

7. Supply will be FOR institute’s go-down. Loading, transporting, unloading at NDRI go-down cost will be borne by the supplier.

8. Date of preparing feed will be communicated to the firm one week in advance. Required quantity can be increased/ reduced by 25% by the competent authority of the institute.

9. In case of inability of supplier to maintain quality of finished product or inability to follow required supply schedule, the contract can be terminated and supplier’s security will be forfeited. The supplier can be black listed and this may be communicated throughout India.

### Quality criteria for final acceptance/prorate deduction/rejection:-

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Items</th>
<th>Parameter</th>
<th>Acceptable</th>
<th>2.5 % Deduction</th>
<th>5% Deduction</th>
<th>Rejection</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compound Feed</td>
<td>Moisture (%)</td>
<td>11.00 Max.</td>
<td>11.01 to 12.00</td>
<td>12.01 to 13.00</td>
<td>Above 13.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crude Protein (%)</td>
<td>20.00 Min.</td>
<td>19.00 to 19.99</td>
<td>18.00 to 18.99</td>
<td>Below 18.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ether Extract (%)</td>
<td>03.00 Min.</td>
<td>02.60 to 02.99</td>
<td>02.00 to 02.59</td>
<td>Below 02.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crude Fibre (%)</td>
<td>12.00 Max.</td>
<td>12.01 to 13.00</td>
<td>13.01 to 13.50</td>
<td>Above 13.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AIA (%)</td>
<td>03.50 Max.</td>
<td>03.51 to 03.75</td>
<td>03.76 to 04.00</td>
<td>Above 04.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aflatoxin B-1</td>
<td>20.00 ppb (Max.)</td>
<td>---</td>
<td>---</td>
<td>Above 20 ppb</td>
</tr>
<tr>
<td>2</td>
<td>Calf Starter</td>
<td>Moisture (%)</td>
<td>11.00 Max.</td>
<td>11.01 to 12.00</td>
<td>12.01 to 13.00</td>
<td>Above 13.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crude Protein (%)</td>
<td>24.00 Min.</td>
<td>23.00 to 23.99</td>
<td>22.00 to 22.99</td>
<td>Below 22.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ether Extract (%)</td>
<td>05.00 Min.</td>
<td>04.01 to 04.99</td>
<td>03.50 to 04.00</td>
<td>Below 03.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Crude Fibre (%)</td>
<td>07.50 Max.</td>
<td>07.51 - 08.50</td>
<td>08.50 - 09.00</td>
<td>Above 09.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>AIA (%)</td>
<td>02.50 Max</td>
<td>02.51 - 03.00</td>
<td>03.01 - 03.50</td>
<td>Above 03.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Aflatoxin B-1</td>
<td>20.00 ppb (Max.)</td>
<td>---</td>
<td>---</td>
<td>Above 20 ppb</td>
</tr>
</tbody>
</table>

Note: Calf starter must be palatable and without Urea.
1. A Bidder requiring any clarification or elucidation on any issue of the Bidding documents may take up the same with the purchaser in writing or by fax / e-mail/post. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than twenty one days prior to the prescribed date of submission of Bid.

2. If a Bidder asks for GST to be paid extra, the rate and nature of GST applicable should be shown separately.

3. Alternative Bids shall not be considered.

4. If a Bidder furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its Bid will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

5. The purchaser reserves the right to accept in part or in full any Bid or reject any Bid without assigning any reason or to cancel the Bidding process and reject all Bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected Bidder or Bidders.

6. The supply will be accepted on net weight basis.

7. The supply will be accepted on any working day during office hours from 09.30AM to 05.00 P.M.

8. Rejected supply on visual verification report of Inspector/Inspection Committee of the Institute and any excess quantity supplied must be lifted within a week failing which demurrage charges will be imposed @Rs.50/- per week per 50 Kg bag of compound feed/calf starter. Broken period of a week will be treated as a complete week.

9. The supply should be made as per the schedule given in the contract. In case the material do not conform with our specifications and rejected, the rejected material will be replaced by appropriate quality required by the Institute within 10 days, otherwise purchase will be made at the supplier’s risk and cost, and they will be liable to bear any loss which the Institute may sustain on that account. Also demurrage charges as indicated in clause-8 above will be imposed from the 11th day of the supply if not lifted in time.

10. Payment will be made after submission of proper and valid bills in proper format alongwith all required documents after satisfactory quality and quantity verification, within 30 working days after quality approval by the Institute.

11. The Institute may make second analysis of the supplied material in case it is felt at the discretion of the Institute and NOT on the request of the supplier.

12. Performance Security @10% of the ordered value has to be deposited in the form of Bank Draft/FDR/Bank Guarantee within 14 days of placing order or before execution of the supply, whichever is earlier. The instrument should be issued from a scheduled commercial bank.

13. Empty bags will not be returned.

14. Liquidating damage charges and forfeiture of EMD/Security Money shall be imposed, if the supplier fails to deliver any or all the goods within the time period specified in the contract. Deduction may also be made from the running bill of the firm if it is felt necessary.

15. In the event of rejections (not deductions) of 4 (four) supplies during the contract period, the performance security of the firm will be forfeited and the firm will be blacklisted.

16. Packaging:- The material should be packed in clean and proper bags preferably 50 kgs in each bag. Each bag should be properly stitched or sealed.

17. Rate for each schedule should be quoted as per BOQ. In case any firm does not quote for any schedule the bid will be treated as un-responsive. The selection of lowest bidder will be
made on the basis of weighted average for all the schedules for compound feed and calf starter separately.

18. Conditional tender will be out rightly rejected.

19. The Tender/Bidding Document may be downloaded from https://eprocure.gov.in/eprocure/app for online submission of bid in the same portal.

20. The Bid should be submitted in two parts of bid i.e. Technical Bid and Financial Bid (BOQ). Financial Bid of a firm will only be opened once its technical bid is found to be responsive. No manual Bid will be considered. Any change/modification in the Tender Document/Schedule of Tender will be intimated by corrigendum in the aforesaid website. The names of the responsive firms of technical bid and financial bid will also be uploaded in the same Website for the information of the bidders.

21. In case of any dispute between the purchaser and the supplier, it may be referred to the arbitrator nominated by the Secretary, ICAR as per Arbitration Act, 1996 and the Venue of Arbitration shall be Karnal.

22. Director, NDRI, Karnal reserves the right to reject any or all tenders without assigning any reasons.

23. Inspection and Quality Control:- If during inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser’s inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser’s inspector for conducting the inspections and tests again.

24. Terms of Delivery:- Goods shall be delivered to Central Store, ICAR-NDRI, Karnal.

25. DELAY IN THE SUPPLIER’S PERFORMANCE

i. The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.

ii. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

   (a) imposition of liquidated damages,

   (b) Forfeiture of its performance security and

   (c) Termination of the contract for default.

iii. When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

   (a) The purchaser shall recover from the supplier, under the provisions of the Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

   (b) The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and
obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

26. **LIQUIDATED DAMAGES**

If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages @ 0.5% for per week delay in supply subject to maximum of 10%

27. **TERMINATION FOR DEFAULT**

i. The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), **may**, by written notice of default to the supplier, **terminate** the contract in whole or in part, if the supplier **fails to deliver** any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser.

ii. In the event of the purchaser **terminates the contract** in whole or in part, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

28. **FORCE MAJEURE**

i. The supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

ii. For purposes of this clause, **Force Majeure** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

iii. If a **Force Majeure Situation arises**, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof **within twenty one days** of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

iii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option **terminate the contract** without any financial repercussion on either side.

iv. In case due to a Force Majeure event, the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.
29. **TERMINATION FOR CONVENIENCE**:

i. The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

ii. The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

a). to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b). to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

30. **NOTICES** :

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing, which will also provide proof of receipt by the other party, or by post, e-mail or facsimile and confirmed in writing. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

31. **RESOLUTION OF DISPUTES** :

1. If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

2. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided:

   i) When the contract is with domestic supplier, the applicable arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996.

   ii) When the contract is with foreign supplier, the supplier has the option to choose either Indian Arbitration and Conciliation Act, 1996 or Arbitration in accordance with the provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules.

3. **Venue of Arbitration**: The venue of arbitration shall be the place from where the contract has been issued.
32. **APPLICABLE LAW:-**

The contract shall be interpreted in accordance with the laws of India.

Acceptance of the Terms & Conditions by the Bidders

Signature of the Tenderer with Seal.
ANNEXURE-I

BANK GUARANTEE FORM FOR EMD

Whereas …………………………………………………………………………………………………………...(hereinafter called the “Tenderer”) has submitted its quotation dated………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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MANUFACTURER’S AUTHORISATION FORM

To,

The Hon’ble Director,
National Dairy Research Institute (ICAR),
Karnal – 132 001 (Haryana), India

Ref.: Your Bid Document No.

Dear Sirs,

We…………………………………………………., who are proven and reputable manufacturers of
…………………………(name and description of the goods offered in the tender) having factories at
……………………………………………………………., hereby authorise M/s.…………………………………………….
(name and address of the agent) to submit a Bid, process the same further and enter into a contract with you against your requirement as contained in
the above-referred Bidding documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than M/s.…………………………………..
(name and address of the above agent) is authorised to submit a Bid, process the same further and enter into a contract with you against your
requirement as contained in the above referred Bidding documents for the above goods manufactured by us.

We also hereby extend our full warranty, as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this Bidding document.

Yours faithfully,

……………………………………………………………………………………………………...
[Signature with date, name and designation]

For and on behalf of M/s…………………………………………………………..

………………………………………………………………………………………………………
[Name & Address of the manufacturers]

Note: This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To,

The Hon’ble Director,
National Dairy Research Institute (ICAR),
Karnal – 132 001 (Haryana), India

WHEREAS ………………………………………………………………………………. (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of Contract No. ………………………… dated …………. to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs. ……………………………………………………………………... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents, which may be made between you and the supplier, shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid upto and including the ………………………

(Signature with date of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch