



**Request for Proposal for
Invitation of Price Bid**



Local Competitive Bidding

Bidding Document

for

PRODUCTION AND SUPPLY OF GREEN FODDER AND SILAGE at CCBF Andeshnagar

IFB Ref. No **NDSM/NDS Delhi/Purchase/3/24-25/ET/3[PRODUCTION AND SUPPLY
OF GREEN]**

Purchaser: CCBF ANDESHNAGAR MANEGED BY NDDB DS ALAMADHI SEMEN STATION

Issued on: 09.01.2025



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Table 1 Check List of Bid Submission

SN	Requirement	Tick (√)
1	Have you uploaded the original Bid Security to office of NDS on the date & time mentioned in the bid document?	Yes / No
2	Have you uploaded TECHNICAL BID & PRICE BID in separate parts at MSTC E-PORTAL? (Part I – Technical Bid and Part II – Price Bid)	Yes / No
3	Have you quoted Bid Prices in terms of clause 14 of Instructions To Bidders (Section II)?	Yes / No
4	Have you uploaded the Bid Form? (Section VI - It must be in the prescribed format)	Yes / No
5	Have you uploaded the documents completed in all respects, duly digitally signed?	Yes / No
6	Have you uploaded the Supporting Documents fulfilling the eligibility criteria?	Yes / No
7	Have you accepted the delivery period?	Yes / No
8	Have you uploaded the Statement of Deviations (Preferably Nil) (Section VII)?	Yes / No
9	Have you kept your bid/ offer valid for 120 days?	Yes / No
10	Have you uploaded the Producers Authorization Form, if required?	Yes / No

Signature & Seal of the Manufacturer/ Bidder

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



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POINTS BIDDERS SHOULD BEAR IN MIND

- 1) Bids containing deviations from bidding document terms and other requirements may be rejected.
- 2) Bids uploaded without submission of original Earnest Money Deposit (EMD)/ Bid Security to NDDB DS Alamadhi Semen Station, shall be summarily rejected.
- 3) Non-compliance with any technical or commercial terms and conditions must be clearly stated by bidders in the deviation statement forms only. Any deviations mentioned elsewhere, other than in the deviation forms, will not be binding on the purchaser.
- 4) Bidders should furnish the contact details (name, email address, contact No., complete address) of the authorized representative for the purpose of further correspondence pertaining to bidding document.
- 5) Negligence of the bidder in preparing tender bid confers no right to withdraw the bid after it was opened.
- 6) Specifications, conditions and schedule of bidding document including corrigendum, if any, constitute an integral part of the bid.
- 7) The bid, along-with enclosures, technical literature and etc. should be in English only.
- 8) The bidding documents shall be governed and interpreted according to the laws of the Union of India.
- 9) NDDB Dairy Services, Delhi reserves the right to accept or reject any or all bids without any explanation to bidders.



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SECTION I - INVITATION FOR BIDS

Alamadhi Semen Station

Upprapalayam Road, Edapalayam, Redhills - Thiruvallur High Rd, Chennai, Tamil Nadu 600052

Web: www.alamadhisemenstation.com, www.nddbdairyservices.com and <https://www.mstcecommerce.com/eproc>

INVITATION FOR BIDS (IFB)

Local Competitive Bidding (LCB) – E Tender

The Department of Animal Husbandry and Dairying (DAHD), Government of India, through F.No.N-04003/41/2022-Cattle Div. dated 31.10.2023, approved a grant for strengthening the Central Cattle Breeding Farm (CCBF) under the Rashtriya Gokul Mission (RGM) at Andeshnagar, UP. NDDB Dairy Services (NDDB DS), a wholly owned subsidiary of the National Dairy Development Board (NDDB), invites quotation for the following work

Tender Ref: NDSM/NDS DELHI/PURCHASE/3/24-25/ET/3[PRODUCTION AND SUPPLY OF GREEN]

Non-refundable Transaction Fees (to MSTC): INR 14750.00 (Including GST @ 18%) or equivalent amount in other currency. For payment refer clause No. 4 of Annexure A

Sl No.	BID Ref.	Description	Estimated Cost/EMD Amount in Rs.	Event Start/ Close Date	Last date & time of Submission & opening of Bids	Completion period / Delivery Schedule
1	NDSM/NDS DELHI/PURCHASE/3/24-25/ET/3[PRODUCTION AND SUPPLY OF GREEN]	PRODUCTION AND SUPPLY OF GREEN FODDER AND SILAGE	Rs.250 Lakh / Rs. 2.5 Lakh	Start Date: 09-01-2025 13:00 Hrs. (IST) Close Date: 30-01-2025 15:00 Hrs. (IST)	30-01-2025 Submission up to 15:00 Hrs. (IST) Opening of Technical Bids on 30-01-2025 at 15:30 Hrs. (IST) <u>Online at MSTC Portal</u>	Rate Contract tentatively 15.02.2025 to 31.03.2026. This may be extended for a further period of 2 years @ same rates, term & conditions.

Place of Delivery:

Andeshnagar PO Mehwanj Lakhimpour Kheri 261506

For further details or for downloading the bid documents, please visit web site www.alamadhisemenstation.com, <http://www.nddbdairyservices.com>; <https://www.mstcecommerce.com/eproc> or contact Purchase, NDS, New Delhi (Email:samar.rehman@nddbdairyservices.com,amol.jadhav@nddbdairyservices.com on



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any working day. The intending bidders are required to submit their offer electronically through e-tendering portal. No physical tender is acceptable by NDDB DS, Alamadhi Semen Station

Annexure-A

Important instructions for E-procurement (NDDB)

This is an e-procurement event of NDDB Dairy Services (NDS). The e-procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions of this tender before submitting their bids.

1	<p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Vendor should possess Class III signing & Encryption type type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (<u>Bids will not be recorded without Digital Signature</u>).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT</p> <p>https://www.mstcecommerce.com/eproc</p> <p>1) Vendors are required to register themselves online with https://www.mstcecommerce.com → e-Procurement → New Common Portal Register as Vendor - Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact NDS/MSTC, (before the scheduled time of the e- tender).</p> <p>Contact person (MSTC Ltd):</p> <ol style="list-style-type: none">MSTC Helpline No. 07969066600MSTC Nro Helpline No. 011-23215163, 011-23217850, 011-23212357Mr MANOJ PANDEY, DEPUTY MANAGER, MSTC Ltd., NRO Mobile – 9727700986, Email - nroopn8@mstcindia.in
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	<p>Contact person of Tendering Authority:</p> <ol style="list-style-type: none">1. Amol Jadhav, Associate, Purchase Group, NDS Delhi , Phone – 90333 69253 amol.jadhav@nddbdairyservices.com2. Samar ur Rehman (Sr. Analyst, Purchase Group,) NDS Delhi, Phone – 8853491248 Email – samar.rehman@nddbdairyservices.com <p>B) System Requirement:</p> <ol style="list-style-type: none">i) Windows 8 or above Operating Systemii) Class-III Digital Signature both Signing & Encryption typeiii) Latest updated Java software to be downloaded and installed in the system.
2	The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eprocn Tenders will be opened electronically on specified date and time as given in the Tender.
3	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4	<p>Special Note towards Transaction fee:</p> <p>Participating vendors shall pay the transaction fee of INR 14750.00 (including GST @18%) or Equivalent amount in other currency to MSTC through the e-procurement portal online. Actual Transaction fee will be mentioned on the portal. Bidder should deposit the same before submission of the offer.</p> <p><u>Transaction fee is non-refundable.</u> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><u>NOTE</u> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
6	E-tender cannot be accessed after the due date and time mentioned in NIT.
7	<p>Bidding in e-tender :</p> <ol style="list-style-type: none">a) Vendor(s) need to submit, Tender fees (if any) and Transaction fees to be eligible to bid online in the e-tender. Tender fees and Transaction fees are non-refundable.



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	<p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website https://www.mstcecommerce.com → e-procurement →New Common Portal→ Login→ Bid Floor Manager→ select the Department →Selection of the live event</p> <p>d) They have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid.</p> <p>e) After filling the Technical Bid, vendor should click ‘save’ for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on “save” to record their Commercial bid. Then once both the Technical bid & Commercial bid have been saved, the vendor can click on the “Final submission” button to register their bid</p> <p>f) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature & Encryption at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>k) It is mandatory that all the bids are submitted with Digital Signature & Encryption certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender.</p>
8	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9	No deviation to the technical and commercial terms & conditions are allowed.
10	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
11	Vendors are requested to read the vendor Registration guide and see the video in the page https://www.mstcecommerce.com/eproc to familiarize them with the system before bidding.



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SECTION II - INSTRUCTIONS TO BIDDERS

1. Introduction

The Department of Animal Husbandry and Dairying (DAHD), Government of India, through F.No.N-04003/41/2022-Cattle Div. dated 31.10.2023, approved a grant for strengthening the Central Cattle Breeding Farm (CCBF) under the Rashtriya Gokul Mission (RGM) at Andeshnagar, UP. NDDB Dairy Services (NDDB DS), a wholly owned subsidiary of the National Dairy Development Board (NDDB),

2. Eligibility and Qualification Requirements

The bidders must meet the following minimum qualifying criteria:

- a. The Bidder, in the same name & style, should be in business at least for **2** years at the time of bid opening. In case of change of name of the bidder by merger/ acquisitions/ change in status, the bidder may be eligible based on the documentary evidence.
- b. The bidder should have valid registration under various Acts that may be applicable for the contract proposed. This may include but not limited to Income Tax, Companies Act, Goods & Service Tax (GST), the Building and other construction workers' welfare Cess Act, Employee State Insurance, Contract Labour, Provident fund etc.
- c. The bidder should have positive net worth at least in last two financial years.
- d. The bidder should have positive cash flow in any one financial year out of the last 2 financial years.
- e. The Bidder, in the same name & style, should have successfully executed/ completed contracts of similar nature (to **be specified in the bid document**) during the last two years ending last day of the month previous to the month in which bid is opened, either of the following:
 - (i) One contract/ work of similar nature costing not less than **30%** of estimated cost.
OR
 - (ii) Two contracts/ works of similar nature each costing not less than **15%** of estimated cost.
OR
 - (iii) Three contracts/ works of similar nature each costing not less than **10%** of estimated cost.

Even though the bidder meet the specified criteria, it may be disqualified if it has:

- i. Made untrue or false declaration and/or



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- ii. Record of poor performance such as abandoning the supplies, not properly completing the contract, inordinate delays in completion or financial failure etc.

3. Eligible Bidders

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

4. Bidding Document

The fee/cost for bidding document is NIL.

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the NDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Interested eligible bidders may obtain further information from
Head (Purchase)

NDDB Dairy Services, **National Dairy Development Board complex, Room No D 32 Plot A, 84, Block A, Sector 17, Noida, Uttar Pradesh 201301 Mobile No- 8853491248**

Email: amol.jadhav@nddbdairyservices.com ;
samar.rehman@nddbdairyservices.com

5. Downloading the Document

a) The bid document will be available in the website at www.alamadhisenstation.com, www.nddbdairyservices.com, & www.mstcecommerce.com/eprochn and can be downloaded and used as tender document for uploading the offer.

b) It is hereby brought to the notice of all bidders that if any change/ additions/ deletions/ alterations are found to be made by them in the tender and the same is subsequently noticed at any stage, even after award of the contract, the bidders are liable for all consequences thereof and NDS shall be free to take suitable action as deemed necessary.

6. Content of Bidding Document

- a) The Bidding Document includes:
 - i. Invitation for Bids;



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- ii. Instruction to Bidders;
 - iii. Terms & conditions of the Contract;
 - iv. Scope of work/Technical Specification
 - v. Schedule of Requirements and Price Schedule format;
 - vi. Bidding Forms;
 - vii. Deviation statement;
 - viii. Acceptable form of Bank Guarantees
- b) The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

7. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify NDS in writing or by email. NDDB Dairy Services (NDS) will respond in writing to any request for clarification of the Bidding Documents, which it receives **not later than 10 days prior to the deadline for the submission of bids prescribed by the NDS**. Written copies of the NDS' response (including an explanation of the query but without identifying the source of inquiry) will be sent to the respective Bidder and necessary corrigendum (if required) will be uploaded in the NDS' website and e-tender portal.

~~**Online Pre-bid meeting** which will take place through **online meeting platform** as per the details given below:~~

~~— **Date: 10th December, 2024**~~

~~— **Time: 17:00 HRS. (IST) to 18:00 HRS. (IST)**~~

~~For participating in the pre bid meeting through online platform, bidders should send their request 2 (two) days prior to the pre bid meeting date, to the purchaser, through their registered email ID.~~

- ~~— Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder. In case, the bidder uses an agent in any capacity, the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent will be shared with the Purchaser in advance. The Agreement should be legally binding with the clear understanding that the bidder will be held responsible for unlawful actions (viz. fraudulent representation, bribing or collusion) of the agent. If this condition is not~~



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~~complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agents should not work simultaneously for two or more competing bidders.~~

8. Amendment of Bidding Documents

At any time prior to the deadline for the submission of bids, NDS may modify the bidding document by the issuance of amendment. The amendment will be uploaded on NDS/ MSTC's website and will be binding on them. NDS may also at its own discretion, extend the deadline for submission of bids. Before submission of the bid, the bidder should check the NDS/ MSTC's website for any Corrigendum/additional information on the bidding document, if any.

9. Preparation of Bid

The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the **English** language.

10. Format and Signing of Bid

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

11. Submission of Bid

The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. All the bidders should submit/upload their online bids in Part I – Technical Bid and Part II – Price Bid. The Technical bid (Part I) shall contain all the details **EXCEPT THE PRICE**.

The complete bidding document duly signed and sealed should be uploaded without any modifications/ alternations, as a token of their acceptance towards the scope of work, terms and conditions of the bid unconditionally.

Full details of materials including the manufacturer's name, etc. must be uploaded in the portal along with **Technical Bid (Part I)**, wherever requested.



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Bids must be uploaded by the bidder at the MSTC portal not later than the time specified for receipt of the bids in the Invitation for Bids.

The Bidder cannot modify or withdraw its bid after the last date & time of bid's submission. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in blacklisting of the bidder.

The bids are to be uploaded/ uploaded with specifications or as per specifications given in the tender and uploaded as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.

12. Period of Validity of Bids:

The Bids shall remain valid for **120 days** from the date of bid opening prescribed by the NDS. A bid valid for a shorter period shall be rejected by NDS as non-responsive.

13. Earnest Money Deposit (EMD)/ Bid Security:

The bid security shall be denominated in Indian Rupees only, and shall be in one of the following forms:

~~A bank guarantee issued by a Nationalized Indian bank or a foreign bank having branches in India, in the form provided in the Bidding Documents and valid up to 01 Jan 2025. (For Format of BG Please refer Section 10)~~

OR

The EMD, shall be in the form of DD in favour of "Alamadhi SS NDDB DS", payable at Red hill from any Nationalized Bank / Scheduled Bank/ Foreign Banks having branches in India.

For NEFT/RTGS payment bank details are as under:

1. Beneficiary Name	NDDB DS Alamadhi SS
2. Beneficiary Bank & Branch	Indian Bank
3. Account Number to be credited	6702609295
4. RTGS/IFSC Code	IDIB000E044, EDAPALAYAM CHENNAI



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In case of EMD submitted in the form of DD :

The EMD in the form of DD [in original] should be delivered latest by 12:00 pm on the date of submission of bids at communication address as stated in clause 8.

In case of EMD submitted through NEFT/RTGS :

The payment should be made on or before 12:00 pm on the date of submission of bids.

For EMD payment made (either DD or RTGS/NEFT), the bidder is requested to send the communication by 12.30 PM on the date of submission of bids in following format through e-mail to samar.rehman@nddbdairyservices.com/purchase@nddbdairyservices.com with: NDSM/NDS Delhi/Purchase/3/24-25/ET/3[PRODUCTION AND SUPPLY OF GREEN] “as subject line. The bidder is also required to submit successful transaction details along with technical bid.

Name of the bidder	EMD Amount Paid in Rs.	LCB Ref. No.	DD No. with bank Details/ UTR No	Transaction date & time in case of NEFT/RTGS payment

14. Price

The bidder shall indicate on the Price Bid at MSTC’s e-Portal the final FOR unit price in INR

15. Fixed Price

Basic Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract/ Supply and not subject to variation on any account. A bid uploaded with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.

16. Form of Bid

- i. The Bidder shall complete the Bid Form furnished in the Bidding Document and upload in MSTC portal.
- ii. All the required documents, duly digitally signed, should be uploaded on or before the specified date and time at MSTC Portal.

17. Opening of Bids



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Technical bids shall be opened online on the date and time specified in IFB. Bidders can witness electronic opening of bids on MSTC E-PORTAL.

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

18. Evaluation of bids

a) Preliminary Evaluation

NDS Alamadhi Semen Station will examine the technical bids to determine whether they are complete, whether required EMD and supporting documents have been furnished, and whether the bids are generally in order.

Bids from agents without proper authorization from the producer shall be treated as non-responsive.

Prior to the detailed evaluation, NDS, Alamadhi Semen Station will determine the substantial responsiveness to the bidding document. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any substantial way the functionality, scope, quality or performance of the deliveries or which limits in any substantial way inconsistent with the bidding documents, NDS's rights or the bidder's obligations under the contract and the rectifications of which deviations would affect unfairly the competitive position of other bidders presenting substantially responsive bids. NDS Alamadhi Semen Station's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

No post-bid clarification at the initiative of the bidder shall be entertained. For evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the bid. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of tender opening and which have not under gone change since then.

So far as the submission of the documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents shall be asked for and considered. For example, if the bidder has uploaded a supply order without its completion / performance certificate, the certificate can be asked for and considered. **However, no new supply order shall be asked for and considered so as to qualify the bidder.**



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In case the required clarifications are not received by the Purchaser in time, the Technical bid may be treated as incomplete and non-responsive.

A bid determined as not substantially responsive will be rejected by NDS, Alamadhi Semen Station and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

NDS Alamadhi Semen Station may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the Bidder.

b) Evaluation and Comparison of Bids

Evaluation and comparison of bid will be done on the basis of **event wise price** quoted by bidders on final destination/site basis (as mentioned in the schedule of requirement (Section- V)) exclusive of applicable Customs Duty. The lowest responsive bidder would be contracted for the full quantity.

c) Conversion to Single Currency(If Applicable)

~~The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is Indian Rupee. The source of exchange rate shall be 'Bills Selling Rate of State Bank of India' as on the date of **technical bid opening**.~~

19. Award Criteria

- i. NDS, Alamadhi Semen Station will award the contract/ Purchase Order to the successful bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid.
- ii. ~~NDDB Dairy Services, Alamadhi Semen Station may award one single contract or more than one contract to the successful bidder at NDS's discretion.~~

20. Signing of Contract

On receipt of the Purchase Order, the successful bidder shall return the duplicate copy of the Purchase Order, duly signed and sealed along with **Performance Bank Guarantee as per** Clause-21.

21. Performance Security

Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the performance security of 05% of the contract price in accordance with the Conditions of Contract, in the Performance Security Form (the format provided in Section VIII). The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser.



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Performance Bank Guarantee (PBG) should be issued by a Nationalized Indian Bank or a Foreign Bank having Branches in India, in the form provided in Bidding Document and valid till 45 days beyond the delivery period.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

Failure of the successful Bidder to comply with the Clause 20 or Clause 21 shall constitute sufficient grounds for the annulment of the award.

22. Rights Reserved by NDS, Alamadhi Semen Station

NDS, Alamadhi Semen Station reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for NDS' action. NDS, Alamadhi Semen Station does not bind itself to accept the lowest bid. NDS, Alamadhi Semen Station reserves the right to award the job either in part or full. NDS, Alamadhi Semen Station at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

23. Taxes and Duties

A supplier shall be entirely responsible for all taxes, duties, license fees and other such levies

24. Address for Communication

Head (Purchase)

NDDB Dairy Services,

National Dairy Development Board complex, Room No D 32 Plot A, 84, Block A, Sector 17, Noida, Uttar Pradesh 201301 Mobile No-90333 69253

Email: samar.rehman@nddbdairyservices.com 8853491248

amol.jadhav@nddbdairyservices.com , 90333 69253

The detailed Terms & Conditions and Technical Specification is enclosed.

*For and on behalf of
NDDB Dairy Services, Delhi
Issued by: NDDB Dairy Services, Delhi*



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SECTION III - TERMS & CONDITIONS OF CONTRACT

1. Signing of Contract

Within 30 days of receipt of the Purchase Order, the successful bidder shall return the duly signed and sealed duplicate copy of the Purchase Order, and Performance Security, wherever applicable.

2. Performance Security

(i) Within 30 days of receipt of the Purchase order, the successful bidder shall furnish the performance security of 05% of the contract price in accordance with the Conditions of Contract, in the Performance Security Form. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. This bank guarantee should be issued by a Nationalized Indian Bank or a foreign bank having branches in India valid till warranty period with claim period of 90 days.

(ii) The Performance Security of 05% of the contract price shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the Purchaser, and shall be in the following form:

a. A bank guarantee issued by a Nationalized Indian Bank or a foreign bank having branches in India valid till warranty period with claim period of 90 days.

OR

b. Demand Draft issued by Nationalized Bank/ Scheduled Bank/ Foreign Bank having branches in India in favour of the NDDB DS Alamadhi Semen Station payable at Chennai.

The performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of Supplier's performance obligation, including any warranty obligations, under the Contract.

3. Date of Delivery/Completion date of Work:

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

4. Liquidated Damages:

If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, purchaser shall, without prejudice



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to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

(a) ~~0.5% of full contract value for each completed week of delay~~

OR

(b) 0.5% of the value of the delayed items/services only, for each completed week of delay

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

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

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

5. Termination of Contract:

5.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
 - (ii) Failure of the successful Bidder to comply with the Clause 1 and 2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.
 - (iii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iv) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 4.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.



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Purchaser shall be free to cancel the order either in full or in part, in the case of non-delivery of material/ non completion of installation/ services within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid, along with interest at the rate of 9% per annum on the advance paid for the entire period for which the advance was lying with the supplier/ contractor/ service providers. The supplier/ contractor has no right to forfeit the advance amount received by him.

5.2 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier

6. Terms of Payment:

100% shall be released within 30 days after supply, installation and demonstration of equipment at site and against the submission of performance security valid till warranty period plus claim period of 90 days.

All the bank guarantees should be in the pro-forma prescribed by purchaser and from a Nationalised Bank or a foreign bank having branches in India. The performance and retention bank guarantees should be valid up to 90 days beyond the warranty period.

~~**Payment term for AMC:** Payment shall be made on half yearly pro rata basis after satisfactory completion of services. No advance payment will be made.~~

7. Insurance:

~~In case where the purchase order is placed on "free delivery at site" including unloading basis, no insurance premium will be paid by purchaser. In such a case, all required insurance policies (Transit risk insurance policy, storage insurance policy, All risk policy, Workmen Compensation policy, Third Party insurance etc.) may be~~



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~~obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards, storage (at Site) for damage/ loss.~~

8. Rejection:

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

9. Guarantee:

~~The supply of equipment as well as installation, if entrusted, shall have to be carried out by the supplier/ contractor to the entire satisfaction of Purchaser. The supplier/ contractor shall also guarantee to repair/ replace without any extra cost, the items or parts thereof, if found defective, due to bad design, workmanship or substandard material brought to the attention within 12 calendar months from the date of putting on use/ commissioning or 18 calendar months from the date of receipt of material at site, whichever is earlier. If it is necessary to send the defective equipment or parts thereof to supplier/ contractor's works for repair/ replacement without forming any precedence, the cost of repacking, loading, unloading, transportation to supplier/ contractor's site and back will be borne by the supplier/ contractor. The guarantee does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier/ contractor or his authorised agents. In case of installation jobs, the contractor will have to guarantee the complete installation for satisfactory performance for a minimum period of one year from the date of commissioning of the plant. Any defect arising out of faulty erection/ installation or use of substandard material or workmanship shall have to be rectified by the contractor at his own cost.~~

10. Warranty:

~~The supplier/ contractor must provide a warranty for a minimum period of 12 calendar months from the date of commissioning of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by Purchaser. If the equipment remains out of order during this period, the warranty will be accordingly extended by period the equipment was out of order due to non repair by the supplier/ contractor.~~



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11. ~~Drawings, Specifications & Manuals:~~

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

12. Variation:

- (a) The Purchaser can make any variation of the form, quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Supplier to do and the Supplier shall do any of the following:
- a. Increase or decrease the quantity of any work included in the contract,
 - b. Omit any such work,
 - c. Change the character or quality or kind of any such work,
 - d. Change the levels, lines, position and dimensions of any part of the works, and
 - e. Execute additional work of any kind necessary for the completion of the works and no such variation shall in any way vitiate or invalidate the contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract price.
- (b) All extra or additional work done or work omitted by order of the Purchaser shall be valued at the rates and prices set out in the contract if in the opinion of the Purchaser, the same shall be applicable. If the contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Purchaser and the Supplier, with consideration of Overhead & Profit limiting to 15%. In the event of disagreement the Purchaser shall fix such rates or prices as shall, in his opinion, be reasonable and proper.



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13. Sub-Contract:

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

14. Spares :

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

15. Inspection:

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

16. Despatch Instructions:

~~The materials are to be despatched to the destination by the mode of transport specified in order under intimation to Purchaser. Depending on the type of material, the supplier shall have to carry out proper packing/ crating to avoid breakages in transit. Other details of despatch such as consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from Purchaser in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by Purchaser, the supplier shall have to obtain Purchaser's prior approval and produce necessary documentary evidence in support of claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with three copies of invoice and two copies of Delivery Challan/e way bills and Packing List.~~

17. Demurrage:

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



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18. Submission of Bills:

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

19. Electricity:

Electricity required for execution of works at site will be provided as per existing rate of electricity charges paid by company. Necessary arrangements for tapping/connection etc. will have to be made by the contractor at his own cost.

20. Force Majeure:

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

21. Arbitration:

In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by the Purchaser whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Anand.

22. Jurisdiction:

Courts at Chennai alone shall have jurisdiction regarding any matter arising out of this agreement.



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SECTION IV Statutory Compliance

- i) Required Licensing/Permission under the Uttar Pradesh Contract Farming Act, 2020:
- ii) The supplier must obtain the required licenses or permissions as stipulated by the Act.
- iii) Agreements must be registered with the designated authority, ensuring legal enforceability.
- iv) Compliance with the Agriculture Produce and Livestock Marketing (Promotion & Facilitation) Act, 2017, If direct purchases bypass APMC mandis:
- v) Maintain proper documentation of all transactions.
- vi) To avoid APMC fees and other mandi-specific levies, ensure agreements between the supplier and purchaser clearly outline terms of purchase.
- vii) Adherence to Labour Laws (if the vendor employs labor):
- viii) Minimum Wages Act, 1948: Ensure that statutory wages are paid as per agriculture-specific wage norms.
- ix) Contract Labour (Regulation and Abolition) Act, 1970: Comply with provisions if outsourcing work to labor contractors.
- x) Child Labour Prohibition: Ensure no employment of children under laws prohibiting child labor in hazardous or non-hazardous sectors.
- xi) State-Specific Labour Laws in Uttar Pradesh: Follow all other labor-related compliances as applicable under UP regulations, including social security provisions if required.
- xii) Environmental and Pesticide Compliance:
- xiii) Environment Protection Act, 1986: Adhere to environmental guidelines, including sustainable farming practices and waste management.
- xiv) Insecticides Act, 1968: Use pesticides responsibly, ensuring proper handling, application, and storage as per legal standards.
- xv) Food Safety and Standards Compliance:
- xvi) For crops meant for human consumption or food processing, ensure compliance with the Food Safety and Standards Act, 2006 (FSSAI), including permissible residue limits for pesticides and other safety standards.



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SECTION IV - TECHNICAL SPECIFICATIONS

- 1.1. In order to satisfy and meet the anticipated fodder demand of the Company, the Contractor must plan and act in accordance with the yearly cropping calendar created by the Company. The requirements for fodder by month are listed in this document's **Annexure A**.
- 1.2. The Contractor shall cultivate the type of fodder crops as suggested by the Company and as mentioned in **Annexure A** to the extent to meet the forecasted fodder requirement of the company in the lands of the Company at his cost. The company shall be providing **approximately 250 Acres** of land for cultivation.
- 1.3. The Contractor shall harvest and supply the intended type of fodder and quantity at the set specifications provided to him/her by the Company.
- 1.4. The cost of fodder production including but not limited to the cost of **preparation of land, tilling, weeding, manuring, ensuring the acid balance of the soil, irrigating the crops, cost of seeds, pesticides, fertilizer, fuel and electricity as per govt rate of CCBF Andeshnagar, manpower** are to be borne by the contractor. The purchase cost of fodder finalized as per this quotation shall be inclusive of all these expenses incurred by the Contractor.
- 1.5. While sowing the crop, contractor will clean & keep clean all surrounding of the area including kaccha road, bunds, ridges etc. during the period of crop sowing.
- 1.6. The Contractor shall be using only his own manpower for the fodder cultivation activities.
- 1.7. The manure and slurry will be given as per the availability and decision of the management from the Company to the Contractor free of cost.
- 1.8. The cost of transportation of the manure and slurry to the fodder fields will be under the scope of the Contractor.
- 1.9. The Contractor should ensure that there is Zero Spillage of the manure and or slurry in the roads laid within the Company premises and in the event of spillage, the cleaning of the same remains within the scope of the Contractor.
- 1.10. **At no circumstance animal waste or manure from outside will be permitted for usage within the Company premises as it totally violates the biosecurity protocols in place.**
- 1.11. The Company will purchase the fodder produced by the Contractor in the Company's land only.
- 1.12. The month wise demand of fodder type and quantity required is given in **Annexure A**.
- 1.13. At any point if the management decides to reduce the Green fodder purchase quantity per day/month due to administrative reasons, the same quantity shall be conserved to Silage/Silage by the contractor.
- 1.14. The contractor must provide a pricing proposal for just producing green fodder & Silage making only.



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- 1.15. The Contractor has to supply the green fodder and Silage fully meeting the quantity requirement and quality specifications provided by the Company. The specifications including the stage of harvesting, Moisture Content of Silage is given in **Annexure B**.
- 1.16. If the contractor fails in meeting the supply schedules as per the intend, the Company will charge penalty at the rates as mentioned in **Annexure C1** of this bid document and if the quality specifications are not met by the supplier, the company will charge penalties as mentioned in **Annexure C2**.
- 1.17. In the purchase of Chemical Fertilizers and pesticides used for fodder production, preference may be given to the nearby Agricultural Cooperative Societies or outlets of the Department of Agriculture, Government of Uttar Pradesh.
- 1.18. The supplier shall procure the required seed materials for sowing / planting in the land to produce the required fodder. The source of procurement of these materials should be informed to the company. The Company reserves the right to validate or reject the source of purchase of seed materials.
- 1.19. The contractor should utilize his/her agricultural equipment and machineries for fodder production and to ensure the biosecurity of the cattle farm, the machineries used for fodder production should ideally be parked with in the premises of the Company.
- 1.20. The Company may provide/if available **2 harvesters** for Green fodder harvesting without tractor (If tractor required than tractor cost would be extra Rs.1000 per day for tractor (without driver) & HSD would be provided by Contractor) & silage bailers of 2 nos without tractors of 100 kg bails can be also utilized for any fodder production activities. Cost of per day for using the harvester would be Rs. 1000 per day per harvester & Rs. 1000 per day per bailer to be paid separate to company by contractor. For that there would be advance request by contractor on letter head to company for use of machine. The cost of running the machineries including the fuel cost & repair, silage wrapping film, silage saver & salt shall be under the purview of contractor.
- 1.21. The Contractor shall be penalized for any intentional damages/Arson/theft/Burglary/ Pilferage of any of the Company assets by him or his labourer's / employees / representatives.
- 1.22. The electricity charges for the fodder production activities including the irrigation using bore well/ tube well has to be borne by the Contractor. The electrical charges of the designated bore wells in the CCBF to be used as informed by the company shall be borne by the contractor without any subsidy rate.
- 1.23. The supplier may put up temporary/ Make shift sheds near the cultivable area to station his/ her workers with prior approval from the Company. The cost of putting up any of such make shift sheds should be borne by the Contractor. The same shall be removed by the contractor at his expenses within 30 days of termination of the contract.
- 1.24. The contractor has to inform the Company any Materials/Seed/Fertilizers/implements/ machineries/ equipment which he is bringing inside the premises of the Company and avail an inward seal which has to be obtained from the main security gate in the format given as per **Annexure D**. The



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- item should be clearly entered indicating the date of entry, quantity and invoice if any in the register maintained specifically for the contractor at the security gate.
- 1.25. The Contractor should avail an ***outward gate pass from the Fodder Department of the Company for taking any items/Vehicles/implements/ machineries/ equipment outside the main gate of the Company.*** The Company is at its liberty to confiscate or penalize the Contractor for taking any items/implements/ machineries/ equipment outside the premises of the Company without an outward gate pass.
 - 1.26. Contractor and his workers are supposed to upkeep and respect the biosecurity protocols followed at the CCBF Andeshnagar and should abide to the protocols followed at the Company scrupulously and should minimize the movement with in Yellow Zone and should not enter Red Zone at any given circumstances.
 - 1.27. The Contractor shall utilize the land owned by the Company only for fodder production for the Company only. At no circumstances the Contractor or his employees shall produce, cultivate or sell any of the product other than those approved by the Company for cultivation in the land and if found otherwise, the company will be at its rights to penalize the Contractor to an extent which is deemed fit by the Company.
 - 1.28. The soil quality testing, soil fertility/quality improvement activities may be taken up by the contractor with prior approval of the Company. Prior permission from the Company should be taken to bring in any consultants/advisors/testing firms/agencies with in the premises of the Company.
 - 1.29. Any soil/water/chemical test conducted by the Contractor without taking prior approval from the Company will not hold any legal or official validity and at no circumstances the test results so produced by the contractor shall be taken in to consideration for any purposes / evaluation.
 - 1.30. The Contractor shall ensure that the harvesting of the fodder crop is happening at the right age as indicated in the specifications and activities such as harvesting, baling and loading of harvested fodder in the transport vehicles are done on a timelines ensuring the prompt delivery of these harvested, dried and Chaffed/baled fodder at the locations specified by the Company at the specified timings.
 - 1.31. The fodder harvested at the right age has to be sun dried if required and the representative from the Fodder department of the Company inspecting the harvested fodder should be satisfied with the level of drying by testing the moisture content before accepting the consignment. The fodder so harvested and dried can be baled or chaffed only after getting approval from the Fodder Department of the company.
 - 1.32. The slurry application for the fields can be done by the facilities provided by the company.
 - 1.33. The Contractor or his representative shall be present at the time of weighing the fodder at the designated weigh bridge by the Company. Weight should be recorded only in the presence of the designated Company Staff only.
 - 1.34. The printout / slip from the weigh bridge should be jointly signed by the Contractor and the Company Staff and the same should be attached with the invoice raised by



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- the Contractor. Any invoices without the weighbridge slip jointly signed by the representative of the Contractor and representative of the Company is deemed void.
- 1.35. Once the weight is recorded, the Contractor shall unload the fodder at the location as designated by the Company. The cost of unloading comes under the scope of Contractor.
- 1.36. The Contractor should refrain from any practices which adds weight to the Silage crop fraudulently like watering the Silage, including weeds and non-forage crop residues in the baled/chaffed fodder etc. If any such activity is found to be done by the Contractor, the Company may take any action deemed fit including termination of this contract with immediate effect.
- 1.37. If the Company is doubtful regarding the weight taken at any instance, the Company may follow procedures to ensure the right weighment and instruct the contractor regarding the procedures to be followed which the Contractor has to follow scrupulously and without any complaint.
- 1.38. If the fodder supplied by the contractor is totally deviating from the set specifications the Company is at its liberty to reject the consignment.
- 1.39. The Company at no circumstances shall be liable to make good for the losses incurred by the contractor in terms of lesser yield/labour issues/damages to the crop/improper germination of seeds/weed or pest damage/water logging/damage to implements and /or machineries and/or equipment owned by him.
- 1.40. The Contractor is at his liberty to avail crop insurance at his expense with due intimation to the Company.
- 1.41. The decision taken by the General Manager/In-charge on any of the practices to be followed on fodder cultivation shall be final and binding to the Contractor

1. Payments

- 1.1. The Contractor shall be paid for the quantity of the fodder supplied as per the type of fodder at rates as mentioned in **Annexure A** of this agreement
- 1.2. The invoice shall be raised in the name of:

CCBF Andehnagar (NDDB DAIRY SERVICES)
Alamadhi Semen Station,
Upparapalayam Road,
Edapalayam PO,
Chennai- 600052,

Delivery/Shipping Address:- CCBF Andeshnagar

- 1.42. The Contractor shall prepare the final invoice for every month and submit it to the Company and necessary entries should be made in the register maintained at the weighment bridge. Format of the register is as appended below

SL No	Date of Supply	Weighment slip No	Quantity Measured	Signature by Stores Dept	Signature by Contractor



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- 1.43. The invoice should have the details of daily fodder variant and quantity supplied along with the moisture content details.
- 1.44. The invoice or the weighment slips with overwriting will be considered void.
- 1.45. The bills are to be submitted for the preceding month that is from 1st of the month to End of the month on or before the 5th day of the ensuing month.
- 1.46. The final payment to be made to the Contractor will be calculated by the Company based on the total value of the invoices deducting the unpaid electrical charges incurred for irrigation purposes and operation of tube well / Bore well. The Company may also deduct the penalties for short supply of quantities and/or for not meeting the specifications agreed upon.
- 1.47. The final payment for the undisputed bills shall be made within 7 working days from the day of submission.
- 1.48. The payments shall be made only to the bank account as provided by the contractor and mentioned in this agreement.



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Annexure A

Month wise Minimum requirement of Green Fodder and Silage in MT

Fodder Variety	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sept-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	March-26	Total
Green Fodder	300	300	400	400	400	400	400	400	300	500	500	500	4800
Silage	-	200	1000	300			300	900	300		600		3600



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**Annexure B
Specifications for Stage of Harvesting & Moisture Content**

The Company shall be accepting the fodder as per the following specifications only.

a. SPECIFICATION FOR HARVEST STAGE

Age of fodder on Harvesting.

Sl No	Fodder Variety	Harvesting Stage (Days)
1	Maize	90 - 100
2	Bajra	70 - 80
3	Sorghum Single Cut	80 - 90
4	Sorghum Multi Cut	45 - 55
8	Maize	90-100
9	Oats	60-80
10	Berseem	50-60
11	Lucerne	50-60

b. Moisture content.

Silage- 15% (maximum)

Production rate /MT

Sr No	Name of crop	Type of production	description	Area of sowing (acre)	Expected production (MT)
1	Maize	Green production for silage	Only growing (Up to harvesting stage)	100	3000
2	Maize	Silage	Including harvesting, chopping, bailing of 100 kg bails, packing film, silage saver & stacking at location	100	3000
3	Sorghum	Green production for supply	Only growing (Up to harvesting stage)	100	2400
4	Bajara	Green production for supply	Only growing (Up to harvesting stage)	50	900
5	Oats/Barseem/ Lucerene	Green production for supply	Only growing (Up to harvesting stage)	120/50/ 50	1200/500/ 500



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**Annexure C1
Penalty for undersupply of Quantity**

Sl No	Under supply on Qty mentioned at annexure A*	Penalty
1	0-5% short supply than the intended cumulative quantity	nil
2	5-10% short supply than the intended cumulative Quantity	Price per Kg is reduced by 2.5%
3	10-15% short supply than the intended cumulative Quantity	Price per Kg is reduced by 5%
4	15-25% short supply than the intended cumulative Quantity	Price per Kg is reduced by 10%
5	More than 25% short supply than the intended cumulative Quantity	Price per Kg is reduced by 25%

***- Quantity of supply may change with approval of in charge CCBF Andeshnagar due to climate change or change in demand/supply**



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Annexure C2

Penalty for supply of Substandard Quality

If the quality of fodder deviates from **5% moisture (Good quality of fodder is 5%-10% on dry matter basis)** the stipulated standards, a penalty of **10 paise** per kg of fodder will be imposed.

If the quality of Silage deviates from **5% moisture (Good quality of silage is 25%-30% on dry matter basis)** the stipulated standards, a penalty of **10 paise** per kg of fodder will be imposed.

If the quantity of fodder supplied with weeds from **15%-25% stands**, a penalty of **20 paise** per kg of fodder will be imposed.

If the quantity of fodder supplied with weeds more than **25% stands**, supply of fodder would be rejected, hence supplier has to supply the good quality of fodder in same day



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**Annexure D
Material Inward Format for Fodder Contractor**

Date:					
Time:					
Sl No	Description	Manufacturer & Make or Model	UOM	Verified by <Sign of the Security Officer>	Details of entry in Register at Security Gate <Page No>
1					
2					
3					



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SECTION V - SCHEDULE OF REQUIREMENTS

S. No.	Description	Qty. in No.	UoM	Currency	Unit Rate @ CIP Chennai	Total Amount	Delivery Completion Period *	Final Destination for supply
1	Supply of Green Fodder	4800	MT	To be filled online @ MSTC portal only	To be filled online @ MSTC portal only	It is to be calculated by MSTC portal Automatically	April 25 to Mar 26	CCBF Andeshnagar, Lakhimpur, Uttar Pradesh
2	Silage	3600	MT	To be filled online @ MSTC portal only	To be filled online @ MSTC portal only	It is to be calculated by MSTC portal Automatically		

*Above mentioned qty in tentative in nature it may vary at the time of actual supply. The payment will be made to contractor as per actual supply of qty. **Please refer annexure A,B,C and D before filling up the rates on online portal.***

****For Silage and Green Fodder delivery schedule may vary as per Seasonal requirement.***



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SECTION VI – BIDDING FORMS

FORM OF BID

[Bidders are requested to upload the FORM OF BID as per the Format given in this Section, filling all the blank spaces.]

Date : _____

Ref.No.: ***NDSM/NDS DELHI/PURCHASE/3/24-25/ET/3[PRODUCTION AND SUPPLY OF GREEN]***

TO: --(insert complete name & Address of Purchaser)—

Gentlemen:

Having examined the Conditions of Contract, Technical Specifications and the Guidelines for Export/ Import of Bovine Germplasm included in or referred to in the Bidding Documents including Addenda Nos. (***Insert Numbers***), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Jersey Pure-bred breeding Bulls as detailed in the price bid, in conformity with Technical Specifications and the Guidelines for Export/ Import of Bovine Germplasm (except to the extent of deviation statement furnished in our bid) and the Terms & Conditions of Contract as mentioned in or referred to in the said Bidding Document for the sum as may be ascertained in accordance with the Bid Prices and made part of this bid and the said conditions.

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

We undertake, if our bid is accepted, to commence and complete delivery of Bulls as specified in the Schedule of Requirements of the Bid Document.

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



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

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

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

Dated this _____ day of _____ 20__.

Signature

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : _____

Name of Witness : _____

Signature : _____ Address : _____

Email id of Authorized Representative: _____

Mobile No. of Authorized Representative: _____



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SECTION VII – DEVIATION STATEMENT

IFB Ref.No.: ***NDSM/NDS DELHI/PURCHASE/3/24-25/ET/3[PRODUCTION AND SUPPLY OF GREEN]***

DEVIATION STATEMENT FORMS

TECHNICAL DEVIATION STATEMENT

FORM PART-A

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

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

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

Dated:

Signature and seal of the
Manufacturer / Bidder

NOTE:

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



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BIDDING TERMS DEVIATION STATEMENT

IFB Ref.No.: ***NDSM/NDS DELHI/PURCHASE/3/24-25/ET/3[PRODUCTION AND SUPPLY OF GREEN]***

FORM PART-B

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

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

Dated:

Signature and seal of the
Manufacturer / Bidder

NOTE:

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



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SECTION VIII - ACCEPTABLE FORM OF BANK GUARANTEES

Form of Bank Guarantee for Performance Security

[On the Non-judicial stamp paper minimum Rs.100/ or as per the Stamp Act of Local State Government]

Bank Guarantee No.

Date:

This deed of performance guarantee made this _____ day of 20__ (Two Thousand _____) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the NDDB Dairy Services, Alamadhi Semen Station (hereinafter referred to as the NDS) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, NDS / its clients has awarded a Contract and Purchase order bearing No _____ dated _____ on M/s. _____ (name and address of the party)(hereinafter referred to as the 'Supplier/ Contractor') for the construction/ supply/ supply and erection and commissioning of _____ .

And whereas, the Supplier/ Contractor has agreed to submit a performance guarantee in the form of a Bank Guarantee to the NDS in terms and conditions of the Bidding Document 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 warranty/ defect liability period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the NDS and the Supplier/ Contractor.

In consideration of the NDS having agreed to award the contract/ purchase order on the Supplier/ Contractor, we _____ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the NDS, its legal representatives, successors and assignees that the within named (name of the Supplier/ Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the NDS of Rs. _____ (Rupees _____ only) being the guaranteed amount, without any demur in case the Supplier/ Contractor, their



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legal representatives and assignees do not faithfully perform and fulfil everything within the Bidding Document and the Contract/ Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations thereunder.

In case, the Supplier/ Contractor fails to perform or fulfil the Contract/ Purchase Order as per the terms and conditions agreed upon, the NDS is entitled to demand an amount equal to Rs. _____ from the Supplier/ Contractor and the demand made by the NDS by itself will be conclusive evidence and proof that the Supplier/ Contractor has failed to perform or fulfil his obligations and neither the Supplier/ Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment, on any ground.

We, (name of the Bank), do hereby undertake to pay amount equal to Rs. _____, being the amount due and payable under this guarantee without any demur, merely on a demand from the NDS which has to be served on us before the expiry date of Bank Guarantee i.e. _____ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier/ Contractor or by reason of the Supplier/ Contractor's failure to perform the said contractual commitments/ Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only) being the full amount guaranteed.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of ____ calendar months from the date of Bank guarantee (the period should be till end of warranty/ defect liability period) and till the NDS certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said Supplier/ Contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the NDS on or before _____, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the NDS that the NDS shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier/ Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the NDS against the Supplier/ Contractor and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be



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relieved from our liability by reason of any such variation, or extension being granted to the said Supplier/ Contractor, or for any forbearance, act or omission on the part of the NDS to the said Supplier/ Contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the NDS may have or hereafter possess in respect of the works executed or intended to be executed/ goods supplied or intended to be supplied and the NDS shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the NDS may be entitled to receiving or have a claim upon and the NDS at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

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

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

We, _____, undertake to renew the Bank Guarantee provided the request for renewal is made by the Supplier/ Contractor before the expiry of Bank Guarantee.

We, _____, lastly undertake not to revoke this guarantee during its currency except with the previous consent of NDS in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. _____ (Rupees _____ only)

Notwithstanding anything stated herein before: (i) our liability under this guarantee is restricted to Rs. _____ (ii) the guarantee shall remain in force till ___20___ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the NDS serves upon the Bank a written claim or demand on or before _____.

Place:
Date:

(SIGNATURE)
SEAL
CODE NO.



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NOTE:

- 1 SUPPLIER/ CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2 THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”. Bank account details of beneficiary are as follows:**

Beneficiary Name	NDDB DS Alamadhi Semen Station
Bank Account No.	6702609295
IFSC code	IDIB000E044
Beneficiary Bank Name	Indian Bank
Beneficiary Bank Address	THIRUVALLUVAR HIGH ROAD, EDAPALAYAM, TIRUVALLVAR DIST, TAMILNADU, PIN-600052. State: TAMIL NADU

Bank charges, if any, on this account will be borne by the beneficiary

If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address

Beneficiary Name	NDDB DS Alamadhi Semen Station
Beneficiary Address	THIRUVALLUVAR HIGH ROAD, EDAPALAYAM, TIRUVALLVAR DIST, TAMILNADU, PIN-600052. State: TAMIL NADU

Kindly note that necessary action on the Bank Guarantee will be taken by NDS only upon receipt of confirmation in either one of the mode as prescribed above.