

This tender document outlines the requirements, eligibility criteria, and bidding process for the Supply Installation, Testing and Commissioning of the Various CATTLE_FEED_LAB_EQUIPMENT at Amedkaranagar Plant

The estimated project cost is Rs. 50 Lakh Cr, and the delivery period is 60 days post purchase order. Bidders must be registered on the NCDFI portal and meet the specified technical and financial qualifications. Evaluation will be conducted on an overall basis, and the contract will be awarded to the lowest responsive bidder (L1).

IFB Ref: NDS/CF/01/ CATTLE_FEED_LAB_EQUIPMENT/DEC/01

Issued by

NDDB Dairy Services

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 EARNEST MONEY DEPOSIT **(if applicable)** SHALL BE SUMMARILY REJECTED.
- 3) BIDDERS SHOULD FURNISH THEIR COMPLETE ADDRESS FOR THE PURPOSE OF FURTHER CORRESPONDENCE PERTAINING TO BIDDING DOCUMENT.
- 4) NEGLIGENCE OF THE BIDDER IN PREPARING TENDER BID CONFERS NO RIGHT TO WITHDRAW THE BID AFTER IT WAS OPENED.
- 5) THE BID, ALONGWITH ENCLOSURES SHOULD BE IN ENGLISH ONLY.
- 6) THE BIDDING DOCUMENTS SHALL BE GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF THE UNION OF INDIA.
- 7) NDDB Dairy Services RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS WITHOUT ANY EXPLANATION TO BIDDERS.

CHECK LIST

1.	Have you submitted the original EMD to NCDFI on or before the date & time mentioned in the bid document?	Yes/No
2.	Have you quoted Bid prices in NCDFI Portal	Yes/No
3.	Have you uploaded the Form of Bid?	Yes/No
4.	Have you uploaded the duly digitally signed/signed documents completed in all respect?	Yes/No
5.	Have you noted the Service Period mentioned in the bid (Section-I)?	Yes/No
6.	Have you kept your offer valid for 120 days?	Yes/No
7.	Have you furnished copies of your PAN, GST Reg. No., PF Registration No. etc. (as per statutory requirement of above services)	Yes/No
8.	Have you uploaded the Statements of Deviations	Yes/No

Section I Invitation of Bids:

Tender Reference: NDS/CF/01/ CATTLE_FEED_LAB_EQUIPMENT/DEC/01

NDDB Dairy Services' Ambedkar Nagar Plant is an operational facility supporting various dairy development and allied project activities in the region. The plant handles procurement, storage, and utilization of materials and services required for smooth execution of ongoing and upcoming projects. All procurement activities are carried out as per the prescribed procedures, ensuring quality, transparency, and timely delivery in line with the specifications and terms mentioned in the RFQ.

This tender is an open competitive bidding process. Participation is limited to vendors registered on the NCDFI e-Portal. The tender conditions, eligibility criteria, and evaluation methodology are outlined in the following sections.

Bid Ref:	NDS/CF/01/ CATTLE_FEED_LAB_EQUIPMENT/DEC/01	
Description	Supply Installation, Testing and Commissioning of the Various CATTLE_FEED_LAB_EQUIPMENT at Amedkaranagar Plant	
	Item	Qty
	Crude fat Analyser (6 samples at a time)	1
	Crude fibre Analyser (6-12 samples at a time)	1
	Crude Protein Analyser Fully Automatic Distillation system with Integrated Titration with 12-20 place block digestion	1
	Feed Grinding Mill / Mixer Grinder	1
Estimated Cost	50 Lakh	
EMD	<p align="center">Rs. 50 thousand (Through NEFT/RTGS in the account of NCDFI)</p> <ul style="list-style-type: none"> • Beneficiary Name: NCDFI SETTLEMENT ESCROW A/C • Bank Name: ICICI Bank Limited • Branch Address: CMS HUB, Mumbai • Account Number: NCDFIMAKH1307877 • IFSC Code: ICIC0000104 <p>After the successful completion of the contract, NCDFI will deduct TC (Transaction charges) at 0.4 % (+ 18% GST) and TDS under section 194 (O) at 0.1 % of the Trade Value from the EMD/SD.</p>	
Sale of bid (Start date)	29 Dec 2025	
Sale of bid End Date	09 Jan 2026	
Last Date & Time of Submission of bid	3:00 PM on 09 Jan 2026 3:30 PM on 09 Jan 2026	
Technical Bid Opening		
Delivery Period	Within 60 days after PO Receipt	
Delivery /Installation Location	NDDB Dairy Service Cattle Feed Factory, Dostpur Road, Khajanpur Horilpur, Akbarpur, Ambedkar Nagar, Uttar Pradesh – 224122	

Evaluation of offer	Item Wise Basis
For Registration in NCDFI Portal	Please Contact: Mr Ankit: +91 99786 07159

Section II Instructions to Bidder

2.1 The bidders must meet the following minimum qualifying criteria:

The Bidder, in the same name & style, should be in business at least for three 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's financial turn-over in the same name & style during each of the last three financial years (to be specified in the bid document) should not be less than 60% of the estimated cost.

d) The bidder should have positive net worth at least in last two financial years.

e) The bidder should have positive cash flow in any one financial year out of the last 3 financial years.

f) 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 five 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 80% of estimated cost. **OR**

(ii) Two contracts/ works of similar nature each costing not less than 50% of estimated cost. **OR**

(iii) Three contracts/ works of similar nature each costing not less than 40% of estimated cost.

For Civil works, the following should be added:

Notes:

a) The contract means the work done against one work order on a single location.

b) Cost of contract/ works, excluding the cost / recovery of materials supplied by the purchaser shall be considered for evaluation.

g) In addition to the above, the following information/ documents should also be obtained from the bidders and evaluated for determination of their eligibility:

(i) Copy of the Income Tax Returns for three previous years for income tax purpose.

(ii) Audited financials including cash flow statement for last 3 financial years.

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.

2.2 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 NDDDB Dairy Services hereinafter referred to as "Procuring Agency", 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 Manager (Procuring Agency) Sh. Samar Rehman, Address **NDDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi, 110029**
011-4988300/49883088/

2.3 Downloading the Document

- i. The bid documents will be available in the website at <https://www.ncdfimarket.com/> and can be downloaded and used as tender documents for uploading the offer.
- ii. 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 NDDDB Dairy Services (NDS) shall be free to take suitable action as deemed necessary.

Bid Submission Process

1. Download Tender Document from NCDFI Portal
2. Register on NCDFI Portal
3. Submit EMD via NEFT/RTGS
4. Upload Technical Bid and Required Documents
5. Submit Commercial Bid Online
6. Attend Virtual Bid Opening

Content of Bidding Documents

- a. The services required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
- 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.

2.4 Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify the NDS in writing/fax/telex/email at the NDSs mailing address indicated

in the Invitation for Bids. The Procuring Agency will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 7 days prior to the deadline for the submission of bids prescribed by the Procuring Agency. If required, written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in the websites mentioned.

2.5 Amendment of Bidding Documents

At any time prior to the deadline for the submission of bids, the NDS may for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by the issuance of amendment.

The amendment will be uploaded on NDS/NCDFI website. Before submission of the bid, the bidder should check the NDS/NCDFI website for any Corrigendum/additional information on the bidding document, if any.

The amendment will be also uploaded on NCDFI's website. Before submission of the bid, the bidder should check the NCDFI's website for any Corrigendum/additional information on the bidding document, if any

However, non-information in changes/amendments put on website as Corrigendum to the prospective bidders shall not bind the NDS to extend the deadline for the submission of the bids and non-compliance to such Corrigendum by the bidder shall result to non-responsiveness of the bid leading to rejection.

2.6 Preparation of Bid.

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

2.7 Bid Form

- a. The Bidder shall complete the Bid Form furnished in the Bidding Documents and upload the same on the e-portal submit the same along with technical bid.
- b. All the required document duly signed/digitally signed should be uploaded on or before the specified date and time at NCDFI website.

2.8 Bid Submission:

Bid submission shall be made only through the NCDFI e-portal. Hard copy submissions will not be accepted. Participation in the bidding process is restricted to vendors registered on the NCDFI portal. The registration procedure has already been detailed under Clause 1.8. Bidders are required to quote their prices exclusively through the NCDFI e-portal.

2.9 Bid Currencies

For a service covered in this Bidding Document, prices shall be quoted in Indian Rupees only.

2.10 Earnest Money Deposit (EMD)

The payment should be made on or before **12:00 PM** on the date of submission of bids. Tenderer must submit an EMD of Rs. 50 Thousand. through your Escrow account with NCDFI

iii) Transaction Fees and TDS:

- a) As the bidding is processed through the NCDFI Portal, the awardee vendor must pay:
 - i. **Transaction Fee - 0.40%** of the contract value (+ applicable GST).
 - ii. **TDS u/s 194/O - 0.10%** of the contract value.
- b) Payment must be made within two working days of contract award.
- c) Any adjustments in transaction fees and TDS based on the final contract value must be paid promptly or will be adjusted against the EMD amount deposited.

2.11 The EMD may be forfeited:

- a. If a bidder withdraws or modifies its bid during the period of bid validity
OR
- b. In the case of the successful bidder, if the bidder fails to sign the Contract (i.e., return the signed copy of duplicate Purchase Order, and furnish Performance Security, if asked for)
- c. Unsuccessful bidder's bid security will be discharged / returned as promptly as possible but not later than 30 days after the expiration of the period of the bid validity of 120 days from the date of bid opening. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract i.e., return the signed copy of duplicate Purchase Order, and furnish the Performance Security, if asked for.
- d. The EMD security is required to protect the Procuring Agency against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- e. The EMD shall be denominated in Indian Rupees only, and shall be in one of the following forms:
- f. Any bid not accompanied with EMD will be rejected by the Procuring Agency as non-responsive.
- g. Unsuccessful Bidder's EMD will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Procuring Agency,
- h. The successful Bidder's EMD will be discharged upon the Bidders executing the Contract and furnishing the performance security.
- i. The EMD may be forfeited: If a Bidder withdraws or modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- j. In the case of these successful Bidder, if the Bidder fails:
 - a. To sign the undertaking and contract in
And
 - b. To furnish performance security in accordance with

2.12 Period of Validity of Bids

- a. Bids shall remain valid for 120 days after the date of bid opening prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

- b. In exceptional circumstance, the Procuring Agency may prior to the expiry of initial validity period solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The EMD provided under Clause shall also be suitably extended. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request will not be required nor permitted to modify its bid.

2.13 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 signatory.

2.14 Submission of bid

- a. The bidders, who downloaded the bidding documents, are eligible for submission of bids in their names only. **The complete bidding document downloaded has to be uploaded along with the bid** without any modifications/alternations, as a token of their acceptance towards enclosed scope of work, terms and conditions unconditionally.
- b. The technical Bid (Part I) has to be uploaded online and the commercial bid / price bid (Part II) has to be filled online at NCDFI e-tender portal.

2.15 Deadline for Submission of Bids

- a. Bids must be submitted NCDFI Portal not later than the time specified for receipt of the bids in the Invitation for Bids (Section I). **The EMD (in original) should be delivered to communication address as stated** below, on or before the last date and time of receipt of bids.
- b. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.16 Late receipt of EMD

Any EMD received by the Procuring Agency after the deadline for submission of bid prescribed by the Procuring Agency, the bid shall be rejected.

2.17 Modification and Withdrawal of Bids

- a. The Bidder cannot modify or withdraw its bid after the bid's submission.
- b. No bid can be modified subsequent to the deadline for submission of bids.
- c. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the forfeiture of Bidder's EMD.

2.18 Bid Opening and Evaluation

The NDS will open the Technical bids (of those bidders whose **Original EMD, in acceptable form**, have reached the office of NCDFI on the time and date stated in the IFB. Bidders can witness Virtual bid opening of bid.

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

The NDS will examine the bids to determine whether they are complete, whether the requisite EMD have been furnished, whether the documents have been properly uploaded, and whether the bids are generally in order.

2.19 Preliminary Evaluation

The Procuring Agency will examine the technical bids to determine whether they are complete, whether required supporting documents have been furnished, and whether the bids are generally in order.

The Procuring Agency will also examine whether the bid is complete. If the prices of certain items are found as "0" ("ZERO") it will be presumed that the bidder has included the cost of these items against some other items of the price bid. The bidder shall furnish/upload the details of such inclusions separately.

If the Procuring Agency considers that with these omissions, the offered services is not functional, then the bid will be treated as incomplete and non-responsive.

Arithmetical errors – Not Applicable

Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsive to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents 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, the Procuring Agency'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. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as not substantially responsive will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

The Procuring Agency 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.

2.20 Evaluation and Comparison of Bids

All required technical documents must be submitted. Evaluation will be on an overall basis. Only those bids that meet the minimum eligibility criteria and comply with the required technical specifications (including makes and models) shall be considered technically qualified for commercial evaluation. The Purchase Order (PO) will be awarded to the L1 bidder. However, the Procuring Agency reserves the right to negotiate with the L1 bidder, if required, to meet project-specific requirements.

2.21 Bid Prices

- a. The Bidder shall indicate on the Price Bid at NCDPI e-Portal the final unit prices (after considering discount, if any) of the goods it proposes to supply under the Contract. Bidders must submit a bid for the full quantity specified under technical specifications, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award. The item wise quoted price should be inclusive of applicable GST.
- b. The item wise price of goods/services to be entered in the NCDPI e-portal shall be on FOR site basis inclusive of applicable GST, but including the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of

goods/services to their final destination, storage cum erection insurance and safe custody at site.

- c. Hence, the price including GST (₹118 in this example) will be considered for evaluation purposes. Bidders are advised to quote accordingly.

2.22 Prices indicated on the Price Bid shall be entered in the following manner:

- a. The item wise price of goods to be supplied/installed and commissioned shall be on FOR site basis inclusive of applicable GST. The item wise price shall also include the charges for packing and forwarding, transportation, transit insurance and all other local costs incidental to delivery of the goods to their final destination, storage cum Erection insurance and safe custody at site.
- b. The Bidder's separation of price components in accordance with above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

2.23 Fixed Price

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

2.24 Price Break-up

Bidders shall furnish the price for the supply and for installation/ commissioning along with detailed cost break-up (item wise), which will be applicable for progressive payments. Items and works for which no break-up price is furnished by the bidder will not be paid for by the Procuring Agency when supplied/executed and shall be deemed covered by the other break- up prices.

Notwithstanding anything stated elsewhere in the bidding documents, irrespective of mode of the contracting with the successful bidder, the successful bidder will be liable for the payment of Indian Income Tax, surcharge on Income Tax and any other Corporate Tax, turnover tax etc. if attracted under the provisions of the law. The Procuring Agency shall not bear any tax liability whatsoever irrespective of the mode of contracting

2.25 Contacting the Procuring Agency

- a. Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- b. Any effort by a Bidder to influence the Procuring Agency in the Procuring Agency's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

2.26 Post Qualification

- a. In the absence of pre-qualification, the Procuring Agency will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- b. The determination will consider the Bidder's financial, technical and servicing capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the Procuring Agency deems necessary and appropriate including details of experience and records of past performance.
- c. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event; the Procuring Agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.27 Award of Contract

Purchaser will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid provided further the bidder is determined to be qualified to perform the contract satisfactorily

2.28 Purchasers Right to Vary Quantities at the Time of Award.

The Purchaser reserves the right to vary the quantities at the time of award of the contract, if the need arises in consultation with the successful bidder.

2.29 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

NDS does not bind itself to accept the lowest bid. NDS reserves the right to award the job either in part or full. NDS at its sole discretion and without assigning any reason thereof, also reserves the right to accept any/or reject any or all bids.

NDS also reserves the right to annul the bidding process and reject all 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 group NDS for the Purchaser's action.

2.30 Notification of Award

- a. The Successful bidder will get PO from NDDDB Dairy services Ambedkaanagar
- b. Prior to expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter/courier/by cable/telex/fax/e-mail, to be confirmed in writing by registered letter/courier, that its bid has been accepted.
- c. The notification of award will constitute the formation of the Contract.
- d. Upon the successful Bidder's furnishing of performance security, the Procuring Agency will discharge the EMD of unsuccessful bidders.

2.31 Signing of Contract

- a. As the Procuring Agency notifies the successful Bidder that its bid has been accepted, the bidder is requested to submit the "Undertaking" as provided in the Bidding Document, incorporating all agreements between the parties.
- b. Successful bidder needs to sign the Agreement
- c. The "Undertaking" and "Acceptance copy of the contract" shall be returned within 15 days from the date of contract.

2.32 Performance Security

- a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (2% of total contract amount)** in accordance with the Conditions of Contract, in the Performance Security Form/DD provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.
- b. Failure of the successful Bidder to comply with the requirement of Clause 2.31 or Clause 2.32 shall constitute sufficient reason for Purchase for the annulment of the award and forfeiture of the EMD, in which event the Purchaser may make the award to the next lowest evaluated bidder or call for new bids.
- c. If the bid of the successful bidder is seriously unbalanced in relation to the Purchaser estimate of the real cost of the work to be performed under the contract, the Purchaser may require additional performance security to protect the Purchaser against financial loss in the event of subsequent default of the successful bidder under the contract. The value of the additional performance security shall be decided by the Purchaser based on mutual discussions with the successful bidder. The additional performance security shall be valid until the completion of contract or the Purchaser may decide as.

2.33 Bid Form

- a. The Bidder shall complete the Bid Form (Format given as **Error! Reference source not found.**) furnished in the Bidding Documents and provided the same along with technical bid.
- b. All the required document duly sealed & signed should be submitted before the specified date and time at NCDFI Portal.

2.34 Place of Opening of bid: NCDFI website Portal (by Virtual Mode).

Section III General Terms & Conditions of the Contract

3.1 Bank Guarantee:

Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (2% of total contract amount)** in accordance with the Conditions of Contract, in the Performance Security Form provided in the Bidding Documents or another form acceptable to the Purchaser. Bank guarantee issued only by Nationalized/Scheduled commercial Banks/Foreign banks having branches in India will be accepted.

- a. A bank guarantee issued by a Nationalized Indian Bank or a foreign bank having branches in India valid for 3 months (claim period) beyond the defect liability period/warranty period.
- b. Demand Draft issued by Nationalized Bank/ Scheduled Bank/ Foreign Bank having branches in India in favour of National Dairy Development Board payable at Anand.

The Bank Guarantee will be discharged by the Purchaser and returned to the Supplier not later than 30 days after defect liability period/ warranty period.

3.2 Date of Delivery:

Date of delivery 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. Delivery Schedule is given at Section VI.

3.3 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 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
- 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 capacity, 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.

3.4 Termination of contract:

- a. During the term of this contract, either party, reserves its right to terminate this contract by giving 30 (Thirty) days' notice without assigning any reason thereof.
- b. Purchaser reserves the exclusive right to suspend, cancel, and terminate this contract at any time if it has sufficient reasons to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions herein before contained and/or liable and responsible for any loss or damage suffered by the Purchaser.
- c. The Purchaser shall have the right to ask of the removal of any person, if one is not considered to be competent and orderly in the discharge of his duties.

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: to have any portion completed and delivered at the Contract terms and prices; and/or 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.

3.5 Penalty:

- a. In the event of the Contractor's failure to execute the work entrusted to him under this contract satisfactorily, Purchaser shall make alternative arrangement to do it and the difference of cost incurred by Purchaser thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.
- b. If the service provided by the agency is found to be unsatisfactory, the same shall be brought to their notice in writing and if no improvement is found in a stipulated time, then a penalty up to 10% of the monthly payment value will be imposed and same shall be recovered from the monthly bill.

3.6 Force Majeure

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither party shall be considered in default in performance of their obligations here under if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of law and order proclamation, regulation or ordinance of any Government or of any act of GOD or any other clause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their obligations by a state of Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract.

Taxes, duties and levies

All taxes, duties, levies etc. imposed by the Central / state Government in connection with this contract in force at the time of submission of BIDs shall be borne by the Contractor during currency of contract. The taxes deemed to have included in the price bid, however service tax shall be payable as applicable.

3.8 Completion of contract

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

The performance/retention bank guarantees should be valid up to 90 days beyond the warranty period.

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

3.10 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.

Variation:

- 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.
- 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.

3.11 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.

1.51 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

3.12 Dispatch 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.

3.13 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.

3.14 Arbitration

- a. Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by NDDB Dairy Services/Purchaser at the time of dispute.
- b. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- c. It is a term of the contract that the cost of arbitration will be borne by both the parties.
- d. The venue of the arbitration shall be Delhi/Decided by the Purchaser.

- e. Settlement of any disputes arising out of this agreement will be subject to Delhi/Decided by the Purchaser Jurisdiction only. The resolution of dispute, if any, shall be settled initially, by way of mutual consultation and if it is not settled the same shall be referred to arbitrator. The sole arbitrator will be appointed by NDDDB Dairy Services under his discretion and the arbitration proceedings shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 and thereafter amendments issued from time to time. The award of such sole arbitrator shall be final, conclusive and binding on the parties to this contract.

3.15 Jurisdiction

The contract shall be governed by and constructed according to the law in force in India. The venue of the arbitration shall be at Delhi/nearest location purchaser.

3.16 Negligence or default of contractor:

- a. Purchaser may without prejudice to its other rights or remedy against the contractor in respect of inferior workmanship or any other provision of this contract or otherwise may issue a Notice in writing to absolutely determine the contract for the following cases:
- b. If the contractor neglects to carry out his obligation under the contract and / or commits defaults in complying with any of the terms and conditions and does not remedy even after written notice.
- c. When the contractor has been made liable for action under the aforesaid cases, Purchaser shall have powers:-
- d. To determine or rescind the contract. Upon such rescission, the full security deposit recoverable under the contract shall be liable to be forfeited and shall be absolutely at the disposal of Purchaser.
- e. After giving notice to the contractor to measure up the work done by him in order to get the balance work done by another contractor.

4. Technical Requirements

TECHNICAL SPECIFICATION FOR AUTOMATIC FAT ANALYZER

1. The equipment should process at least 6 samples for Oil/ Fat extraction automatically.
2. The equipment should have measurement range for fat from 0.1 to 100 %
3. The equipment shall be able to handle from 0.5-10 gm or more sample weight.
4. The recovery of solvent shall be $\geq 75\%$ with suitable mechanism.
5. Extraction positions should have individual hotplate control.
6. The equipment shall be completely microprocessor based, with fully automatic boiling, and rinsing. The system shall be operated through PC or touch screen and shall be programmable.
7. The equipment shall be able to analyse samples as per official approved methods such as ISO/ AOAC, and other National/International standards.
8. It shall have provision for solvent recovery.
9. The equipment shall be supplied with all consumables to analyse 500 samples.
10. Temperature of the equipment shall be capable of achieving minimum 280°C or higher range.
11. The equipment shall have appropriate safety provision such as door in front of the extractors.
12. Required accessories like Chiller, Compressor etc for routine operation shall be supplied.
13. The desktop PC with laser printer shall be supplied for setting up a program of test method.
14. The vendor shall provide application training and support in method optimization and verification.
15. The vendor shall provide standard operating procedure (SOP) for day to day maintenance of the equipment.
16. The warranty of the equipment shall be 2 years from date of commissioning & performance establishment. During warranty period, vendor shall provide 2 preventive maintenance visits in a year. Vendor shall also provide breakdown visits as and when required in addition to PM visits. Vendor shall attend the equipment within 48-72 hours after the registration of complaint.
17. The bidder shall provide minimum 2 days training at plant after successful commissioning.
18. The Bidder shall have the installation of at least 20 similar units in last 3 years.

Technical specification of Automatic Protein Analyser

Protein analyser is required for the analysis of cattle feed, feed ingredients by Kjeldahl method consisting of Digestion, Distillation and titration unit.		
	Description of system	
A	Digestion: Digestion System Unit with accessories shall have following features	
1.	The digestion unit shall be able to handle 12 samples with 250 ml volume digestion tubes. Total twenty-four digestion vessels shall be supplied with the system.	
2.	The digestion unit shall be able to achieve 420 Degrees Centigrade for sample digestion.	
3.	The digestion system shall have inbuilt predefined methods/ Programs.	
4.	The digestion unit shall have a facility of automatic lift mechanism after completion of digestion cycle with control of on/off scrubber automatically once the digestion starts/completes. Pre- heating feature shall be present.	
5.	The Digestion system shall be able to store data of up to 20 digestion cycles for various raw materials & feed.	
6.	The temperature/time data of the digestions shall be shown as graph on the display unit.	
7.	Heating block shall be made of aluminum alloy and shall be corrosion free.	
8.	The digestion system shall be provided with all required accessories for the optimum functioning of the equipment.	
9	The digestion efficiency shall be 99.5 % mass fraction for acetanilide and 98.5 % mass fraction for tryptophan.	
B.	Scrubber system	
1	Suitable scrubber system of same make for neutralizing acid fumes shall be supplied.	
C	Automatic Distillation Unit along with titration system and accessories shall have following features:	
1.	Distillation and titration efficiency	>99.5 %
2.	Detection Limit	0.1 mg N
3.	Repeatability	Shall be as per ISO 5983 part II
4.	Display	Digital or touch screen
5.	Steam Generator	Fully automatic steam generator shall be supplied.
6.	Material of construction & features	Body shall be made of corrosion free reinforced plastic with automatic addition of NaOH/boric acid. The system shall also have programmable reaction time, distillation time & steam Power (10-100%).
7.	Dosing pumps	All the dosing pump shall be highly accurate with calibration facility.
10.	No. of methods / programs	Facility to create methods and store them for future use.
11.	Safety features	Protection door sensor, tube sensor, cooling water sensor

		shall be present in the system.
12.	Titration unit	Automatic titration facility shall be available.
13	Results calculation	The nitrogen results must be detected automatically with potentiometric by pH electrode with the provision of on-line titration or by colorimetric titration.
14	Storage tank with level sensor	Vendor shall supply the following tanks with level sensor: Sodium hydroxide tank: Boric acid tank: Water tank: Sample waste tank: Acid titrant tank: All tanks shall be housed within the equipment.
15	No. of methods / programs	Minimum 10 Pre-defined methods for estimating nitrogen shall be available with a facility of developing methods by the user.
16	Software	All required software for proper functioning of equipment and transfer of data shall be provided.
D	General features	
1	Accessories	Required accessories like Chiller, Compressor etc for routine operation shall be supplied.
2	Desktop PC	Desktop PC with laser printer shall be provided by bidder.
3	Application training	The vendor shall provide application training and support in method optimization and verification for minimum 2 days at plant.
4	Day to day maintenance	The vendor shall provide standard operating procedure (SOP) for day to day maintenance of the equipment.
5	Warranty	The warranty of the equipment shall be 2 years from date of commissioning & performance establishment. During warranty period, vendor shall provide 2 preventive maintenance visits in a year. Vendor shall also provide breakdown visits as and when required in addition to PM visits. Vendor shall attend the equipment within 48-72 hours after the registration of complaint.
6	Consumables	The equipment shall be supplied with all consumables to analyse 500 samples.
7	Customer base	The Bidder shall have the installation of at least 20 similar units in last 3 years.

TECHNICAL SPECIFICATIONS FOR GRINDING MILL

Application requirement: The grinding machine/mill is required to grind cattle feed and feed ingredients for proximate analysis.

	Specification
1.	The sample grinding mill shall be able to grind cattle feed and feed ingredients which contain moisture up to 15% and fat up to 10%, such as grains, cereals, seeds, animal feed pellets, hay straw (dried and cut to 2-3 cm) silage (dried and cut to 2-3 cm) pelleted feeds, leaves etc.
2.	It shall be able to grind samples having particle size between 10 – 40 mm and all required accessories shall be supplied.
3.	Grinding mill shall be supplied with nickel plated impeller suitable for mineral analysis.
4.	The grinding rate/speed of the mill shall be 4 grams/second.
5.	The noise level shall be less than 75 dBA.
6.	It shall grind samples by a high speed action, rolling the sample against the inner circumference of a durable grinding surface and then pass it through a fine mesh screen.
7.	The grinding speed of the impeller/rotor shall not be less than 10,000 rpm.
8.	The particle size of the ground sample shall be between 0.5 to 1.0 mm thus forming a fine and uniform grain size and all required sieve shall be supplied.
9.	Equipment shall meet safety requirements e.g. Incorporation of micro switch and motor brake system.
10.	It shall be capable of grinding series of samples with minimum cross contamination & without cleanout between samples.
11.	All required accessories to demonstrate the performance of equipment and features shall be provided with grinding mill.
12.	The vendor shall provide standard operating procedure (SOP) for day to day maintenance of the equipment
13.	The bidder shall provide 1 year warranty from the date of installation.

TECHNICAL SPECIFICATION OF AUTOMATIC FIBRE ANALYZER

This equipment is required for the analysis of crude fibre in feeds and fodder sample and shall have following features:

1. Equipment shall have the capacity to process (fully automatically) at least 6 (SIX) samples simultaneously.
2. Equipment shall have the facility to programme various steps of analysis like addition of acid, washing with water, addition of alkali and washing with water, all the steps shall be programmable and fully automatic.
3. The equipment shall be able to analyze crude fibre in the range of 0.1% to 100% in the samples.
4. The equipment shall be able to handle from 1.0-2.0 gm or more sample weight.
5. The suction of alkali and acids shall be fully automatic.
6. The equipment shall have the provision for display of error message.
7. Equipment shall display the programme time for the process.
8. The equipment shall be supplied with all consumables to analyse 500 samples.
9. The equipment shall have minimum one tank of suitable capacity for storage of acid, alkali and water.
10. Required accessories like chiller, compressor, sample holder, sample stand etc for smooth routine operation shall be supplied.
11. The vendor shall provide application training and support in method optimization and verification.
12. The vendor shall provide standard operating procedure (SOP) for day to day maintenance of the equipment.
13. The warranty of the equipment shall be 2 years from date of commissioning & performance establishment. During warranty period, vendor shall provide 2 preventive maintenance visits in a year. Vendor shall also provide breakdown visits as and when required in addition to PM visits. Vendor shall attend the equipment within 48-72 hours after the registration of complaint.
14. The bidder shall provide minimum 2 days training at plant after successful commissioning.

The Bidder shall have the installation of at least 20 similar units in last 3 years