TENDER DOCUMENT

Hiring of Warehouses and Warehousing Management Services for Cattle Feed Raw Materials storage in the Gorakhpur region, Uttar Pradesh location.

IFB Ref: 2026_27/NDS/AVC/Warehouse-CF RM Gorakhpur

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.

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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 terms of clause 14.1 Section-III?	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 (Preferably Nil) (Section VII Part A&B)?	Yes/No

Signature & Seal of the Bidder

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

Section 1 Invitation of Bids

NDDB Dairy Services

Address:

NDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi, 110029

011-4988300/49883088/Mob-9667256819

Web: https://www.nddbdairyservices.com/

1.1 Tender Reference: 2026_27/NDS/AVC/Warehouse-CF RM Gorakhpur

NDDB Dairy Services (NDS) are inviting "sealed bid " from reputed eligible bidders for the following work :-

Bid Ref:	**2026_27/NDS/AVC/Warehouse-CF RM Gorakhpur**
Description	Hiring of Warehouses and Warehousing Management Services including Storage, Security, Supervision, Stock Register Maintenance, Insurance, Sample Testing services and loading & unloading for Cattle Feed Raw Materials Storage in the Gorakhpur region, Uttar Pradesh, Required Storage Capacity: 6,000 MT, for period of 11 months Tentative Expected Start Date: 01.12.2026 to 31.10.2027.
Estimated Cost	**Rs. 84.00 Lakh (including GST).**
EMD	**Rs. 84,000.00** **(Through NEFT/RTGS in the account of NCDFI)** **Members are requested to deposit the Earnest Money Deposit (EMD) directly into their respective Escrow accounts.** **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.**
Sale of bid (Start date)	28th Oct 2026
Pre-bid meeting	**Date & Time:** 4th Nov 2026, 11:00 AM **Venue:** Virtual Mode **Participation Request:** Bidders must send their request to attend the pre-bid meeting **by 15:00 hrs on the working day prior** to the meeting date. • **Email:** amit1.kumar@nddbdairyservices.com

	• **Phone:** +91-96672 56819
Sale of bid End Date	**18.11.2026**
Last Date & Time of Submission of bid Technical Bid Opening	**03:00 PM on 18.11.2026** **03:30 PM on 18.11.2026**
Delivery Period	11 Months contract tentative start date from 01.12.2026 to 31.10.2027
PO to be issued by	NDDB Dairy Services
Delivery Location	Gorakhpur, Uttar Pradesh
Delivery Schedule	Within 1 week after confirmation of services order.
Tender Downloading Website	Website: https://events.ncdfiemarket.com/initiator/ Contact Person:-Parth-7043531188 Janvi-99786 03225
Evaluation of offer	**Bid will be evaluated on overall basis.** **Price will be evaluated on including GST basis.** **Non-Challenge Clause** By participating in this tender, the bidder acknowledges and agrees that the allocation of quantity, issuance of POs, and exercise of discretion by the Procuring Agency shall be final and binding. These shall not be subject to challenge, claim, or dispute in any forum, including courts of law or arbitration proceedings.

Section 2 Instructions to Bidder

2.1 The bidders must meet the following minimum qualifying criteria:

a) The Bidder, in the same name and style, should be in business at least for last **three years** at time of bid opening. In case of change of name of bidder by merger / acquisition / 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 shall include but not limited to Income Tax, Companies Act, Goods and Service Tax (GST), the building & other construction workers' welfare cess act, Employee State Insurance, Contract Labour, Provident fund, professional tax etc.

c) The bidder must meet technical specifications mentioned at Section 4 In the absence of documentary proof of these documents, the technical offer will be considered as non-responsive:

d) The Bidder must have achieved a financial turnover in the same name and style (i.e., the bidding entity) in each of the last **three financial years** ending on 31st March (2023-24,24-25,25-26) that is not less than 60% of the estimated cost.

e) The bidder should have positive net worth in **last two** financial years.

f) The bidder should have cash profit in **any two financial years** out of the last five financial years.

g) The Bidder in the same name and style shall have successfully executed / completed contracts of ******similar nature** costing not less than 80% of the estimated cost during the last 5 years ending last day of the month previous to the month in which bid is opened.

****similar nature means: Warehouse renting and their management services.*

h) In addition to the above, the following information/documents should also be **uploaded** along with the online bid by the bidder for evaluation/determination of their eligibility:

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

ii. Audited financials for last 3 financial years.

iii. Undertaking to be provided as asked in Section 11 of tender document.

a) Even though the bidder's meet the specified criteria, it may be disqualified if it has:

i. Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification

ii. Poor documented record based on the feedback from other milk producer organizations from their own experience in the delivery, installation, performance, service and also in abandoning the works, not properly completing the contract, inordinate delays, or financial failure etc.

iii. If the bidder is overbooked beyond his capacity to execute the work as per required schedules.

2.2 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.

2.3 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 NDDB 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 ***NDDB House, Safdarjung Enclave, New Delhi, Southwest Delhi, Delhi, 110029***
011-4988300/49883088/

i. Downloading the Document

i. The bid documents will be available in the website at https://www.ncdfiemarket.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 NDDB Dairy Services (NDS) shall be free to take suitable action as deemed necessary.

2.4 Content of Bidding Documents

i. 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:

(a) Instructions to Bidder;
(b) General Terms & Conditions
(c) Technical Requirement and Tech Specs
(d) Delivery Location and Schedule
(e) Price Schedule;
(f) Form of Bid;
(g) Deviation statement
(h) Format of Bank Guarantee for performance security
(i) Format of Undertaking

ii. 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.

2.5 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.

2.6 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.

2.7 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

2.8 Documents comprising the bid

The Bid prepared by the Bidder shall comprise the following documents:

a. A complete description of Services the Bidder to provide and a price schedule completed in accordance with clause Nos 2.12 and

b. Earnest Money Deposit in accordance with section 2.14

c. Documentary evidence establishing bidder's eligibility and qualifications in accordance with Clause No. 2.1 and

d. Documentary evidence establishing eligibility and conformity of services in accordance with Clause No. 2.1

e. A price schedule completed in all respect.

f. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

   i. Made untrue or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and or,

   ii. Poor documented record based on the feedback from other milk producer organizations from their own experience in the delivery,

installation, performance, service and also in abandoning the works, not properly completing the contract, inordinate delays, or financial failure etc.

iii. Notwithstanding anything stated above, the Procuring Agency reserves the right to assess the Bidders capabilities and capacity to execute the contract satisfactorily before deciding on award.

iv. Any exceptions the Bidder wishes to take in any aspect of the bidding document or payment schedule including a justification for the exception in the format furnished in Section 8

2.9 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.

2.10 Bid Submission:

a) The Bidder shall fill up the Technical and Price Bid at NCDFI Portal mentioning the final prices of the services under the Contract. Bidders must submit a bid for the full quantity specified under Scope of work, failing which, such bids will not be considered for evaluation and comparison and will not be considered for award.

2.11 Bid Currencies

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

2.12 Documents Establishing Bidders' Eligibility and Qualifications

a. Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

b. The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid is eligible to bid as defined under Section 2.

c. The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Procuring Agency's satisfaction:

d. That the Bidder has the financial and technical capability necessary to perform the Contract and meet the minimum qualifying criteria specified

at Section 2. To this end, all bids submitted shall include the following information:

e. Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership etc.

f. Details of experience and past performance of the bidder on the contract's similar nature within the last 5 years and details of current contracts in hand and other commitments.

g. Bidders shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory completion of the services provided.

h. Qualification and experience of key personnel for successful execution of the contract;

i. Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor's report of the past three years etc.;

j. Information regarding any current litigation in which the Bidder is involved.

Bidders who meet the criteria given above are subject to be disqualified, if they have made untrue or false representation in the forms, statements and attachments submitted in proof of the qualification requirements or have record of poor performance such as abandoning the work, not properly completing the contract etc.

2.13 Documents Establishing Eligibility and Conformity to Bidding documents

a. Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents for all services, which the Bidder proposes to provide under the Contract.

b. The documentary evidence of the services conformity to the Bidding Documents may be in the form of literature, drawing and data, and shall furnish:

c. A statement of deviations and exceptions to the scope of work in the format furnished in the bidding document (Section 8 (A)- Technical Deviation Statement Form and commercial Deviation Statement Form).

2.14 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.84,000 in the format of e-payment irrespective of the items quoted i.e. schedule wise EMD amount as mentioned in the document will not be considered. Without EMD, the tender will be summarily rejected.

a) Online E-Payment shall be made through RTGS as per the details given below. However, online payment details i.e. UTR no and proof of current money transaction details are to be enclosed with our technical bid/tender:

b) Members are requested to deposit the Earnest Money Deposit (EMD) directly into their respective Escrow accounts. The Escrow account details can be accessed through the registration portal (Link: https://registration.ncdfiemarket.com/).

ii) Payment of Earnest Money by cheque, T.D.R and F.D.R. will not be accepted.

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.

For EMD payment made (RTGS/NEFT), the bidder is requested to send the communication by 12.30 PM on the date of submission of bids in e-mail to **etenders@ncdfiemarket.com**.

2.15 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)

Unsuccessful bidder's bid security will be discharged / retuned 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.

c) Pursuant to Clause No.2.14 the Bidder shall furnish, as part of its bid, EMD as specified in the Schedule of Requirements.

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, pursuant to Clause 2.14.

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 accordance with Clause 2.31;
      And
   b. To furnish performance security in accordance with Clause 2.36.

2.16 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 15 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.

2.17 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.

2.18 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) and the commercial bid / price bid (Part II) has to be filled online at NCDFI e-tender portal.

2.19 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 paid 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.

2.20 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.

2.21 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.

2.22 Bid Opening and Evaluation

The NDS will open the Technical bids (of those bidders whose **Original EMD**, **in acceptable form,** have submitted on NCDFI porta on the time and date stated in the tender. 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.

2.23 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 item 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.

2.24 Evaluation and Comparison of Bids

a. The Procuring Agency will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 2.23 No bid will be considered if the complete requirement covered under the scope of work is not

included in the bid. The unit price quoted should be after considering the discount, if any.

b. The evaluation and comparison of bids will be done on the basis of quoted prices inclusive of applicable taxes and duties as mentioned in price schedule.

2.25 Bid Prices

a. The Bidder shall indicate on the Price Bid at NCDFI 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 exclusive of applicable GST.

b. The item wise price of goods/services to be entered in the NCDFI e-portal shall be on FOR site basis including of applicable GST, **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. GST to be mentioned separately

d. Please note that it is recommended for the supplier to indicate a single applicable GST rate, as in many cases items may be procured on a composite basis, and a uniform GST rate would apply.

It should also be noted that the price evaluation will be based on the total price inclusive of GST, irrespective of the GST rate quoted by the supplier. .

It is to be noted that, if applicable GST will be change by GOI, then same may be considered for the issuance of PO or Invoice.

2.26 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.

2.27 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.

2.28 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.

However, for evaluation purpose, prices quoted as indicated in Para 2.25 above only will be considered.

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

2.29 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. On the severity of the action bidder may be blacklisted for a period of one year.

2.30 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, pursuant to Clause 2.13,

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.

2.31 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 as per clause 28.

2.32 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.

2.33 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.

2.34 Notification of Award

a. The evaluation and rate discovery to done by Procuring Agency, but the issuance of PO/Notification of Award will be issue by Purchaser (respective milk producer Organisation).

b. Prior to expiration of the period of bid validity, the Purchaser (respective milk producer Organisation as per details given at Section VI) 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.

2.35 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. The "Undertaking" and "Acceptance copy of the contract" shall be returned within 15 days from the date of contract.

2.36 Performance Security

a. Within 30 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the **performance BG (10% of total contract amount including GST)** in accordance with the Conditions of Contract, in the form Bank Guarantee/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 2.35 or Clause 2.36 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.

2.37 Address for Communication:

NDDB House,
Safdarjung Enclave, New Delhi, Delhi, 110029
011-4988300/49883088/Mob 7092922421
Contact No. 88534 91248 (Sh. Samar)

2.38 Bid Form

a. The Bidder shall complete the Bid Form (Format given as Section 7) furnished in the Bidding Documents and provided the same along with technical bid.

b. All the required document duly sealed & signed should be submitted/uploaded before the specified date and time at NCDFI Portal.

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

Section 3 General Terms & Conditions of the Contract

1 SERVICES

1.1 **Services**: During the term of this Agreement, SERVICE PROVIDER agrees to provide the services agreed herein to NDS, and NDS agrees to accept and pay for , each of the services identified and more fully described, in **Schedule of Services.**

1.2 **Responsibility for Personnel**:

- All personnel employed, engaged or otherwise furnished by SERVICE PROVIDER in connection with its rendering of the Services will be SERVICE PROVIDER's employees, agents or subcontractors, as the case may be.
- SERVICE PROVIDER will have the sole and exclusive responsibility for such personnel and will pay and be responsible for the payment of any and all remuneration and contributions under applicable provisions of Law.
- This agreement is executed between principal to principal and no claim of employment by the employees of SERVICE PROVIDER shall be entertained by NDS and SERVICE PROVIDER shall indemnify and keep indemnified NDS suffering from any loss, damage on account of all such claims if any raised.

2 GENERAL OBLIGATIONS

2.1 **Standard of Care**: SERVICE PROVIDER will use its commercially reasonable efforts to provide the Services in accordance with the same policies, procedures and practices in effect immediately prior to the date hereof, and will exercise the same care and skill it exercises in performing similar services for itself.

2.2 **Good Faith Cooperation**: The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Services.

2.3 NDS shall not carry out any structural alteration in the said premises or any part thereof, without the prior written permission from SERVICE PROVIDER and NDS shall remove on termination of the agreement or its earlier determination or extended period thereof, all fittings, fixtures, so installed by NDS without causing any structural damage to the said premises and handing over the premises to substantially the same condition in which they were at the time when NDS occupied the warehouse subject to normal wear and tear excepted. SERVICE PROVIDER shall provide maintenance of the basic structure of the premises where the Services are provided to NDS.

2.4 NDS shall not use the said premises for any dangerous illegal or immoral purpose. NDS will not store goods of hazardous of combustible nature of which are so heavy so as to effect the structural safety of the said building or any part thereof.

2.5 NDS shall not put up any name or sign board, publicity or advertisement material outside the said premises but shall be allowed to put up its name outside the building, proportionately.

2.6 All the taxes related to the business of NDS such as Sales Tax, Income Tax, Excise, Vat, Service Tax etc shall be borne by NDS and NDS shall keep SERVICE PROVIDER indemnified for any liability arising out of such non-compliance.

NDS may, if it wants to insure all its stocks, equipments, furniture, fixtures etc in the said premises at its cost. SERVICE PROVIDER will not be responsible for any insurance except for the infrastructure and the warehouse which it shall be insuring at its own cost.

3 LIMITATIONS ON PROVISION OF SERVICES.

3.1. **Force Majeure**: If at any time during the initial or the renewed period of the Agreement, SERVICE PROVIDER is unable to provide the Services due to fire, storm, flood, earthquake, war, riots, terrorists, act of government or any other irresistible force and the Services are unable to be rendered then the service charge for the period the Services are not rendered shall be abated.

Notwithstanding the above, upon the happening of any such event as aforesaid, -NDS shall be entitled to either allow SERVICE PROVIDER 30 days time to restore the Services or terminate the agreement without giving any notice and SERVICE PROVIDER shall within one week from such termination refund the entire Security Deposit to NDS, and upon receipt of the same NDS shall remove its stock /material from the warehouse of SERVICE PROVIDER. In the event of non refund of security deposit by SERVICE PROVIDER then NDS is entitled to continue to use and enjoy the premises as if the present agreement is in force till such time the security deposit is refunded to NDS.

4 CHARGES AND PAYMENT

4.1 **Charges**: NDS will pay to SERVICE PROVIDER, as consideration for each of the Services provided hereunder, the amount set forth in **Section 6 – Price Schedule** which includes **all** applicable statutory levies. Charges for the Services cannot be revised during the term of the Agreement unless the changes are agreed to by the Parties or imposed by the Government or any statutory law.

4.2 Invoices and Payment.

(i) Charges for Services will be billed by on a monthly basis on the last day of each month by SERVICE PROVIDER.

(ii) If any Service commences or terminates on a date prior to the end of a calendar month, the amount due will be pro rated proportionately based on the number of days elapsed in such month following commencement or prior to termination.

(iii) Invoices will be payable by NDS within 30 working days after SERVICE PROVIDER delivers the invoice to NDS (the "**Due Date**"), subject to deduction of taxes under applicable laws.

(iv) NDS shall issue TDS certificate to SERVICE PROVIDER, regularly as per the provisions of the Income Tax Act, 1991 in force.

(v) All billing disputes or requests for billing adjustments by NDS must be in good faith and submitted to SERVICE PROVIDER in writing on or prior to the Due Date with adequate written documentation supporting the basis for the claim, and must be accompanied by payment of all undisputed amounts due. Upon receipt of any such billing dispute or request for billing adjustments, SERVICE PROVIDER and NDS will promptly address and attempt to resolve the claim.

(vi) If NDS fails to pay or dispute in good faith any invoiced amount by the relevant Due Date, SERVICE PROVIDER will have the right upon 30 days prior written notice to NDS to discontinue the provision of those Services in dispute until such time as all such payments have been made.

5. EFFECTIVE DATE & TERM OF THE AGREEMENT

5.1 This Agreement shall be for a period of 11 months , commencing from 1st December, 2026 and ending on 31st October 2027.

6. TERMINATION & CONSEQUENCES OF TERMINATION

6.1 The Parties agree that in case any of the Parties wish to terminate this Agreement, NDS shall do so by serving thirty (30) days, prior written notice of termination upon SERVICE PROVIDER and SERVICE PROVIDER shall provide thirty (30) days prior written notice of termination to NDS.

6.2 In case, If SERVICE PROVIDER is declared insolvent/goes in liquidation, This agreement shall be considered as automatically terminated and NDS shall be entitled to ensure safe lifting / re-location of stock lying at SERVICE PROVIDER warehouse under its ownership

7. INDEMNIFICATION/ INSURANCE/ CLAIMS.

7.1 SERVICE PROVIDER undertakes that it shall be responsible for all actions and violations of any of the conditions or rules or Bye-laws of the Government, Fire Department or any other authority or local body arising out of the provision of its Services to NDS and SERVICE PROVIDER agrees to pay any demands made by any such Governmental, Municipal, local, statutory and other authorities without any demur or delay. SERVICE PROVIDER shall keep NDS indemnified in this regard. In the event of any failure to pay any statutory taxes/duties if any payable to the government then NDS reserves its right to first pay the same and then to recover all such amount from the warehouse charges and warehouse management charges payable under the present agreement.

7.2 SERVICE PROVIDER assures that it has absolute and unrestricted right to enter into this Agreement and provide the Services to NDS as per the terms and conditions contained herein and that it has complied with all the requisite compliances under the applicable statutory provisions, further also confirms it has obtained all necessary licenses and permission from the local authority for providing the warehouse and warehouse management services. In the event of there being any defect or deficiency or inadequacy in SERVICE PROVIDER's right to execute this Agreement and/or provide the Services (including negligence or wilful misconduct), SERVICE PROVIDER undertakes to indemnify NDS against all consequences arising therefrom including damages, losses, costs or any other claims and demands relating thereto.

7.3 Once goods are received into the warehouse without following the procedure stipulated in 1.1.1 to 1.1.6 of Schedule I then SERVICE PROVIDER shall be liable and responsible for any stock difference and its invoice value, on account of shortage / loss, in such case SERVICE PROVIDER shall provide necessary claim documents like FIR, panchnama, Damage certificate and in the event /s of damage breakage, leakage etc of goods shall provide Survey report , damage certificate etc within 15 days of occurance and notifying the same to NDS failure to which NDS shall deduct all such invoice value of the goods from the payment payable to SERVICE PROVIDER.

8. RELATIONSHIP BETWEEN THE PARTIES

8.1 Each of the Parties hereto is an independent contractor and nothing contained in this Agreement shall be construed as creating a partnership or agency relationship between the Parties or the relationship of employer and employee between the Parties nor are the Parties

hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise.

9. MISCELLANEOUS

9.1 This Agreement shall be construed in all respects under the laws of India and the courts in New Delhi, India will have the exclusive jurisdiction in relation to any matter arising out of or incidental to this Agreement.

9.2 This Agreement can only be modified by a written amendment or agreement duly signed by the persons authorized to sign this Agreement on behalf of SERVICE PROVIDER and NDS.

9.3 Any notice required to be given under the Agreement shall be in writing and shall be served on NDS and SERVICE PROVIDER at their address first hereinbefore mentioned. Either party shall notify to the other in writing any change in such address for service of notice(s) upon it. The notice(s) shall be served personally or by Registered Post.

9.4 The Parties acknowledge that this Agreement constitutes the complete and exclusive statement of understanding and agreement between the Parties. All earlier correspondence, communications both oral and written and terms of this present agreement supersedes all said prior intentions of the parties and the terms of the present agreement alone shall be final and binding on both NDS and SERVICE PROVIDER. Any and all services provided by the Parties to each other shall be deemed to be work performed by under the terms and conditions of this Agreement.

9.5 SERVICE PROVIDER to execute and sign a Non disclosure agreement with NDS in the format provided by them. The terms of this agreement shall be treated by SERVICE PROVIDER as confidential and which SERVICE PROVIDER or its employees/agent shall not disclose to any third party/person and however SERVICE PROVIDER shall be allowed to disclose the information to its concerned managers only to the extent required for their proper discharge of the agreement terms. No information of NDS should be given to anyone until the permission of NDS. No agency to be allowed entry, into the warehouse for checking / surveying or taking of the cargo/warehouse without the permission of NDS.

9.6 The terms of Annexure-A(warehouse commercials), Annexure-B (warehouse management commercials) and Annexure-C NDS prescribed Standard Operating Procedure (SOP) shall be part and parcel of this agreement which shall be binding on both the parties and in the event of any ambiguity the relevant main clause of the present agreement shall prevail.

10. **ARBITRATION**

If any difference , dispute or question arises at any times between the parties to this agreement relating to the interpretation and implementation of any of the above clauses or its language or the rights and liabilities of the parties , the same may be resolved through negotiations between the parties . however, not withstanding negotiations by and between the parties , the dispute or differences of opinions is not resolved ; the same shall be referred to the arbitration of a sole arbitrator to be appointed by the NDS whose decision shall be final in the matter and binding on the parties . The arbitration shall be subject to Anand jurisdiction and the contractor agrees to waive off his right to approach any other competent court having original jurisdiction in any manner. The venue of arbitration shall be Anand(Gujarat) . The arbitration proceedings shall be governed by the provisions of the arbitration and Conciliation act, 1996 and the rules made there under as amended from time to time.

Section 4 Technical Requirement of the Contract

Technical Requirement for Hiring of Warehouses and Warehousing Management Services for Maize Storage at Chhindwara, Madhya Pradesh.

Storage Contract Period: 11 Months (Tentative)

Expected Tentative Start Date: 01.12.2026

1. Scope of Work

The bidder shall provide suitable warehouse infrastructure along with warehousing management services for safe storage, preservation, handling, and dispatch of maize stocks procured/stored by the organization at Chhindwara, Madhya Pradesh.

- Required Storage Capacity: 6,000 MT
- Hygiene & Maintenance: Regular cleaning to ensure cleanliness and quality standards
- Security: Security guard arrangement for safeguarding inventory
- Fire Safety: Adequate fire safety systems and compliance with applicable norms
- Pest & Bird Control: Godown premises must be free from pigeons and other birds
- Ventilation: Good aeration and airflow to maintain stock quality optionally mechanical ventilation system.
- Operations & Handling: Continuous monitoring and efficient material handling mechanisms
- Location Preference: Warehouse should be located near a weighbridge to facilitate smooth weighing and dispatch, emergency exit system.
- Stacking height of bags 20 stacks (minimum)
- Record keeping of stocks on daily basis, display with tags.
- Warehouses must maintain cool, dry, and well-ventilated conditions to avoid rancidity and pest infestation.
- Apart from Maize, we also need to keep other Agri Material inside the godown whenever the need arises.

2. Location Requirement

- Warehouse shall be located nearby place at Gorakhpur, Uttar Pradesh**.**
- The location should have all-weather road connectivity for movement of trucks and handling equipment.
- The approach road should permit movement of fully loaded heavy commercial vehicles throughout the storage period.

3. Warehouse Infrastructure Requirements

- Covered godown/warehouse structure with adequate storage capacity as specified in the tender.
- Leak-proof RCC/PUF/metal-sheet roofing with proper drainage arrangements.
- Cement concrete flooring in good condition, free from cracks and water seepage.
- Sufficient ventilation and lighting facilities.
- Boundary wall/fencing with controlled entry and exit points.
- Availability of platform/loading-unloading area.
- Adequate stacking space and gangways for inspection and stock movement.
- The warehouse must be free from waterlogging risk during the storage period.

4. Statutory Compliance

The bidder shall possess and submit:

- Proof of ownership/registered lease agreement of the warehouse.
- Valid municipal and local authority approvals, wherever applicable.
- Fire safety compliance certificate/NOC, if required under applicable regulations.
- GST registration and PAN.

- Any other statutory approvals required for warehouse operation.

5. Warehousing Management Services

The service provider shall:

- Manage receipt, storage, stacking, preservation, stock accounting, and dispatch of maize stocks.
- Maintain stack-wise and lot-wise inventory records.
- Ensure FIFO/FEFO practices as instructed by the purchaser.
- Provide daily stock position and periodic reports as required.
- Facilitate physical verification and audits by authorized representatives.

6. Preservation and Quality Maintenance

- Proper dunnage arrangement using wooden crates, pallets, or approved materials.
- Regular cleaning and housekeeping of the warehouse premises.
- Adequate pest control, rodent control, and fumigation arrangements through authorized agencies.
- Protection of stocks from moisture, insects, rodents, birds, theft, fire, and other risks.
- Maintenance of prescribed quality parameters throughout the storage period.
- ***Standard Quality Testing Facility at Warehouse***: The Warehouse Service Provider shall ensure the availability of standard quality testing facilities at the warehouse premises for routine assessment of maize quality. The qualified personnel shall be available to conduct testing and maintain records of all quality checks. The testing facility shall enable prompt inspection of stocks at the time of receipt and during the storage period, and the purchaser shall have the right to verify the test results and draw samples for further analysis at Government-approved or NABL-accredited laboratories whenever required.

7. Security Arrangements

- Round-the-clock security personnel.
- CCTV surveillance covering entry gates, storage area, and loading/unloading points.
- Visitor movement register and vehicle entry/exit records.
- Adequate fire-fighting equipment in working condition.

8. Handling Facilities

- The responsibility for deployment of labour and material handling for loading, unloading, stacking, de-stacking, and movement of maize stocks within the warehouse premises shall rest with Warehouse Service Provider. The warehouse operator shall ensure unhindered access and adequate operational support for carrying out such activities.
- Weighment facilities must be available at nearby or within the premises, wherever available.
- Adequate space for truck parking and movement.

9. Insurance and Risk Coverage

- The service provider shall be responsible for safeguarding stocks entrusted to it.
- Insurance coverage, wherever specified in the tender conditions, shall be arranged and maintained during the contract period by the Warehouse Service Provider.

10. Performance Standards

- No deterioration in stock quality attributable to poor storage conditions.
- Timely reporting of shortages, damages, infestation, or any abnormal condition.
- Compliance with instructions issued by the purchaser from time to time.

11. Contract Period

The contract shall be valid for **11 (eleven) months** from the date of commencement, tentatively start date from **01 December, 2026**, or as extended/reduced by the purchaser based on operational requirements.

12. Inspection

The purchaser reserves the right to inspect the warehouse premises before award of contract and at any time during the contract period. Warehouses not meeting the prescribed standards may be rejected.

Schedule I - Services

The list of services are to be provided to NDS by SERVICE PROVIDER under this Services Agreement. SERVICE PROVIDER shall be responsible for performing the following services to NDS.

1.1 **Receiving Inbound Shipments**

1.1.1 SERVICE PROVIDER shall take delivery of the Products at the warehouse from the carrier(s) appointed by NDS as per the advice received from NDS/ as may be specified by the NDS TEAM in writing from time to time.

1.1.2 SERVICE PROVIDER shall immediately upon receipt of the Products inform the NDS of the details of the Products received. In case the Products do not arrive on the expected date of arrival as indicated, SERVICE PROVIDER needs to inform NDS.

1.1.3 Subsequently, SERVICE PROVIDER takes charge of the products at the warehouse and moves it into the warehouse using their own labour .

1.1.4 The Warehouse shall be open to receive and store the Products throughout the year during regular business hours from Monday to Saturday between 8.00 AM to 11.00 PM and on call after regular hours, Sundays and holidays as required.

1.1.5 Upon the receipt of any inbound shipment, SERVICE PROVIDER shall:

(i) Identify external damages to the outer packing of the Products, if any and report the same to NDS

(ii) Reconcile the physical quantity of the Products with the quantity mentioned in the inbound documents and report over/ short details to NDS,

(iii) Immediately update the receipt data into inventory records maintained system provided by NDS.

(iv) Any shortage in the number of bags on receiving the same at the warehouse on destuffing the container will be checked and matter /shortage reported to NDS, and no shortage claim of any kind happening outside the warehouse will be entertained by SERVICE PROVIDER.

1.1.6 In the event of detecting or suspecting that the Products have been damaged or short received, SERVICE PROVIDER shall obtain from the carrier shortage/ damage certificate(s) certifying the extent of damage or shortage and promptly notify the same to the NDS TEAM.

1.1.7 Once goods are received into the warehouse without following the procedure stipulated in 1.1.1 to 1.1.6 above then SERVICE PROVIDER shall be liable and responsible for any stock difference and its invoice value, on account of shortage / loss, in such case SERVICE PROVIDER shall provide necessary claim documents like FIR, panchnama, Damage certificate and in the event /s of damage breakage, leakage etc of goods shall provide Survey report , damage certificate etc within 15 days of occurance and notifying the same to NDS, failure to which NDS shall deduct all such invoice value of the goods from the payment payable to SERVICE PROVIDER.

1.2 Storage/Warehousing Operations

1.2.1 SERVICE PROVIDER shall keep earmarked a closed, dry and clean non-bonded storage space of 6000 MT storage capacity , in the Warehouse No-1, for the Products received by it.

1.2.1 SERVICE PROVIDER shall store the Products in a clean and sanitised environment and shall take all reasonable steps necessary to prevent damage, contamination or adulteration to the Products as a result of heat, humidity, water, pests or other similar causes, handling or storage of the Products or any procedures utilized by SERVICE PROVIDER in connection therewith.

1.2.2 SERVICE PROVIDER shall store the Products received pallet wise , as per expiry date or advised by NDS, to facilitate the principle of first-in first-out (FIFO) in stacking and dispatching the Products, as per NDS's advise and specific instructions..

1.2.3 SERVICE PROVIDER is not allowed to store goods of any other customer in the storage space earmarked to NDS without having prior consent of NDS in writing. In case, this condition is violated by SERVICE PROVIDER, then NDS reserves the right to impose penal deduction equivalent to twice of the applicable charges from SERVICE PROVIDER's monthly bills.

1.3 ORDER PROCESSING / SHIPPING/ OUTBOUND SHIPMENTS

1.3.1 SERVICE PROVIDER shall dispatch and deliver the Products on behalf of NDS only to such recipients in respect of whom delivery orders are communicated by NDS and as per the instructions issued by the authorised representative of the NDS.

1.3.2 SERVICE PROVIDER shall process these delivery orders and prepare the outbound shipment documents as per the guidelines of NDS.

1.3.3 SERVICE PROVIDER will do the invoicing and will be responsible for all excise related activities, if any, under the guidance of NDS.

1.3.4 SERVICE PROVIDER shall load or handover the Products to customer / carrier or transporter's appointed by NDS along with all required documents like delivery challan, 03 sets of invoice , etc., after checking the validity of documents of the vehicle and the driver and shall provide all the necessary operating and administrative support in this regard. Any negligence, lapse on the part of SERVICE PROVIDER or its employee's agent in following the above will make SERVICE PROVIDER liable for loss , damage if any suffered by NDS on the said accounts.

1.3.5 Post shipment of the Products, SERVICE PROVIDER shall update the shipment data into inventory records maintained by it and shall communicate the shipment data to NDS within 24 hours from the dispatch of every outbound shipment of the Products.

1.3.6 Original delivery challan, invoice and copies of LR etc of each outbound consignment shall be sent to NDS, Delhi office within 24 hrs of physical dispatch of material.

1.3.7 SERVICE PROVIDER shall co-ordinate with the carrier, and obtain the proof of delivery as agreed between NDS and SERVICE PROVIDER, in relation to the delivery of the Products to NDS customers.

1.4 BILLING :

1.4.1 SERVICE PROVIDER shall arrange to send the bills to NDS authorised team for payment on the last day of the month, in respect of all activities in the warehouse and distribution , as the case may be as per agreed terms and conditions.

1.5 MONTHLY STOCK VERIFICATION (PI)

1.5.1. A monthly stock verification excercise shall be carried out by SERVICE PROVIDER under supervision / presence of NDS representatives. The required resources like manpower, tools & tackles etc shall be arranged by SERVICE PROVIDER at no extra cost. If any shortage of bags found, SERVICE PROVIDER shall be liable to pay the value of the stocks which are unaccounted for and the value shall be adjusted against the pending bills of SERVICE PROVIDER.

Section 5 Delivery Schedule, Issuance of PO & Allocation of Qty

Name of Purchaser	Line Item	Qty in total	Delivery Address
NDDB Dairy Services	Hiring of Warehouses and Warehousing Management Services including Storage, Security, Supervision, Stock Register Maintenance, Insurance, Sample Testing services and loading & unloading for Cattle Feed Raw Materials Storage in the Gorakhpur region, Uttar Pradesh, Required Storage Capacity: 6,000 MT, for period of 11 months Tentative Expected Start Date: 01.12.2026 to 31.10.2027.	11 Months	Gorakhpur, Uttar Pradesh

Bidder should quote rate FOR all over India basis.

Section 6 PRICE SCHEDULE

Price Schedule for :

Sr No	Item Service	Description	Remarks	Quantity	Rates
1	Warehouse + Warehouse management services	Hiring of Warehouses and Warehousing Management Services including Storage, Security, Supervision, Stock Register Maintenance, Insurance, Sample Testing services and loading & unloading for Cattle Feed Raw Materials Storage in the Gorakhpur region, Uttar Pradesh, Required Storage Capacity: 6,000 MT, for period of 11 months Tentative Expected Start Date: 01.12.2026 to 31.10.2027 ***[Rate Per MT Per Month x 6000 MT= Total Per Month Cost]***	With in 1 week from the date of PO	11 Months	Rates to be filled up at NCDFI portal
2	Dhala Charges	Dhala Charges Per MT		6000 MT	
3	Loading Charges (Standard Bag size - 50 to 55 Kg)	Loading Charges (Standard Bag size - 50 to 55 Kg)		1,20,000 Bags	
4	Unloading Charges (Standard Bag size - 50 to 55 Kg)	Unloading Charges (Standard Bag size - 50 to 55 Kg)		1,20,000 Bags	
5	Spillage Collection & stacking charge	Spillage Collection & stacking charge		6,000 Bags	

Please note that it is recommended for the supplier to indicate a single applicable GST rate, as in many cases items may be procured on a composite basis, and a uniform GST rate would apply.

It should also be noted that the price evaluation of item will be based on the total price inclusive of GST, irrespective of the GST rate quoted by the supplier. No price increase will be entertained after bid submission, and if the bidder refuses to honour their quoted price after the price bid is opened, their EMD may be forfeited and offer will be rejected.

If GOI will revise the taxes, the revised GST will be applicable at the time of generation of invoice after supply of material.

Section 7 Form of Bid

(Bidders are requested to submit the FORM OF BID as per the Format given in this Section, filling all the blank spaces.)

Date : _____

IFB Ref: **2026_27/NDS/AVC/Warehouse-CF RM Gorakhpur**

TO: NDDB Dairy Services,
NDDB House,
Safdarjung Enclave,
New Delhi, Southwest Delhi, Delhi, 110029
011-4988300/49883088/Mob7092922421
Contact No. 88534 91248

Having examined the Conditions of Contract, Technical Specifications and the Drawings included (if any) in or referred to in the Bidding Documents including Addenda/Corrigendum Nos. (Insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver Goods and Services including installation and commissioning as detailed in the price bid, in conformity with technical specifications and drawings (except to the extent of deviation statement furnished in our bid) and the 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 all the goods and Services including installation and commissioning as specified in the Schedule of Requirements of the Bid Document, from the date of receipt of your Purchase Order / Notification of Award / Letter of Credit.

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.

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

_____
(In the Capacity of)

Duly Authorized to sign bid for and on behalf of

(Name & Address of Bidder) : _____

_____

Name of Witness : _____

Signature : _____ Address : _____

Section 8 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:

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

Section 9 BIDDING TERMS DEVIATION STATEMENT

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:

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

Section 10 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 National Dairy Development Board Dairy Services (hereinafter referred to as the Purchaser which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, Purchaser / 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 Purchaser in terms and conditions of the Bidding Document and the Contract which will be kept valid upto ___ 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 Purchaser and the Supplier/ Contractor.

In consideration of the Purchaser 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 Purchaser , 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 Purchaser of Rs.(Rupees _____only) being the guaranteed amount, without any demur in case the Supplier/ Contractor, their 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 willfully 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 Purchaser is entitled to demand an amount equal to Rs---------- from the Supplier/ Contractor and the demand made by the Purchaser 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 fulfilment, 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 Purchaser 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 Purchaser 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 Purchaser on or before _____ , we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the Purchaserthat the Purchaser 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 Purchasers 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 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 Purchaser 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 Purchaser 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 Purchaser shall be under no obligation to marshal in favour of the Bank any such securities or asset that the Purchaser may be entitled to receiving or have a claim upon and the Purchaser 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 Purchaser 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 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 the Purchaser in writing and the guarantee shall be a continuous and irrevocable guarantee upto 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 Purchaser serves upon the Bank a written claim or demand on or before _____.

_____

(SIGNATURE)

Place: SEAL

Date: CODE NO.

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.

1. **Bank should confirm the bank guarantee through *"Structured Financial Messaging System (SFMS)"*,. Bank account details of beneficiary are as follows:**

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

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	
Beneficiary Address	

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

Section 11 Pre-Bid Undertaking – Service Commitment, Security Deposit

To,

NDDB Dairy Services,
NDDB House,
Safdarjung Enclave,
New Delhi, Southwest Delhi, Delhi, 110029
011-4988300/49883088/Mob7092922421
Contact No. 88534 91248

Subject: Pre-Bid Undertaking – Service Commitment, Security Deposit & Blacklisting Terms

Dear Sir/Madam,

We, [Name of the Bidder], having our registered office at [Bidder's Address], hereby submit this undertaking as part of our bid in response to Tender No.

2026_27/NDS/AVC/Warehouse-CF RM Gorakhpur

We understand that this undertaking does not confer any assurance or guarantee of order placement by [Your Organization Name], and is being submitted as part of our compliance with the bid conditions.

In the event that we are awarded the contract, we hereby agree and undertake the following:

Service Commitment

If awarded the order, we shall provide installation, commissioning, warranty support, post-sale services, maintenance, and fulfill all other service obligations as per the tender terms and Purchase Order conditions.

Security Deposit

Upon award of the contract, we undertake to deposit a Security Deposit of [10% of PO value] in the form of Bank Guarantee into the designated account of [Purchaser], as a commitment towards fulfilling the service obligations.

Forfeiture & Blacklisting Clause

We further agree that if, after issuance of the Purchase Order: if

- We fail to deliver the agreed services,
- Delay, disrupt, or default on service commitments,
- Breach any of the terms specified in the contract,

Then Purchaser/Procuring Agency shall have the absolute right to:

Forfeit the Security Deposit, and Blacklist us from participating in future tenders/procurements for a period deemed appropriate.

Declaration

Participation in the demonstration shall be deemed as acceptance of this condition, and the bidder shall not have any right to dispute the decisions arising from the demonstration outcome.

This undertaking is submitted as part of the bid compliance and will become binding if we are awarded the contract. We accept that this is essential to ensure service reliability and protect the interests of Purchaser.

I/We understand that any attempt to influence the evaluation process, either directly or indirectly, shall lead to immediate rejection of our bid/award of contract and may also result in our disqualification and/or debarment from participation in future tenders issued by your and your associated organization.

I/We undertake to abide by the integrity, fairness, and transparency principles set out by the procuring authority and relevant procurement guidelines.

Section 12 Undertaking from Supplier on GST

With reference to the **Tender No. 2026_27/NDS/AVC/Warehouse-CF RM Gorakhpur**

We, _____(name of supplier), having our registered office at _____, hereby undertake as under:

1. We acknowledge that the GST Council may revise the GST slabs/rates for various items, effective from time to time.
2. We hereby undertake that the prices quoted by us are complete and have been furnished with the correct applicable GST rate along with HSN/SAC code, and we agree that our bid shall be evaluated on a total price basis inclusive of GST.

   In case of any omission or incorrect indication of GST in our quotation, we agree that the Purchaser shall have the right to consider our quoted price as inclusive of GST or to correct the GST rate as per applicable law for the purpose of evaluation.

   We further confirm that any error in GST rate, classification, or calculation shall be entirely to our account, and we shall not claim any additional payment on this account.

   We also agree that payment shall be restricted to the lower of the evaluated price or the invoice value based on the legally applicable GST. We further undertake that any revision in GST rates notified by the Government up to the last date of bid submission shall be duly considered for the purpose of evaluation, and no claim shall be entertained for any variation thereafter except as per the terms of the contract.

This undertaking shall be binding on us for all supplies made to NDS until further notice.

Date: _____
Place: _____

Seal & Signature of Supplier
(Name & Designation)