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# CFP E-TENDER AND E-AUCTION GENERAL GUIDELINES, TERMS AND CONDITIONS

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## **PURCHASE DEPARTMENT (CATTLE FEED)**

Mehsana District Co-operative Milk Producers' Union Limited

Dudhsagar Dairy, State Highway, Mehsana – 384002

Phone: 02762-253201 Fax: 02762-253201

Dairy Website: [www.dudhsagardairy.coop](http://www.dudhsagardairy.coop)

Tender Website: <https://tender.nprocure.com/>

Purchase Portal: <https://dudhsagar.nprocure.com/>



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## Table of Contents

1. General Information .....	3
2. Contact Details.....	4
2.1 Cattle Feed Plant .....	4
2.2 Purchase Department.....	4
3. General Eligibility Criteria .....	5
4. General Guidelines of Tender .....	6
1. General Instructions .....	6
2. Bid Evaluation .....	6
3. Mode of Negotiation – Online Reverse Auction .....	7
4. Downloading of Tender Document .....	7
5. Submission of Tender .....	7
5.1 Submission of the Tender Fee & EMD details .....	7
5.2 Submission of Other Supporting Documents .....	8
5.3 Hard Copy Documents Submission .....	8
5.4 Submission of Commercial (Price) Bid.....	8
5.5 Final Submission (Online) of Tender .....	8
6. Earnest Money Deposit (EMD).....	8
7. Payment of Tender Fee & EMD.....	9
Banking Information for Deposit of Tender Fee, EMD etc. ....	9
8. Standards and Specifications of Materials .....	10
9. Legal Approval for Supply .....	10
10. Price Basis .....	10
11. Acceptance of Tender Terms and Conditions by Bidder .....	10
12. Tender Date Extension Request .....	10
13. Jurisdiction .....	11
14. Force Majeure .....	11
15. Maintaining of Ethical Standards in Business.....	11
16. Rights Reserved by Dudhsagar Dairy, Mehsana .....	11
5. Instructions for Primary Stage Forms (Online) .....	12
1. Bidder's Basic Information, Tender Fee and EMD Details .....	12
2. List of Documents Needed at Preliminary Stage .....	13
6. Website Details for E-tendering, E-Auction and DSC (Key) .....	14



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

---

Minimum Requirements for participation in E-tender .....	14
Annexure 1: Bank Guarantee Format.....	15
Format of Bank Guarantee for Bid Security .....	15
Annexure 2: List and Summary of Penalty or Deduction .....	18
1. List of Penalty for CFP Raw Materials .....	18
2. List of Penalty for Mineral Mixture and Ingredients .....	19
3. Penalty for Supply of Intentionally Manipulated Material .....	20
Annexure 3: Terms and Conditions of E-Auction .....	21
Annexure 4: Purchase Order and Payment Terms.....	22
Annexure 5: Quality, Inspection and Tests .....	23
Annexure 6: Delivery Terms and Penalty.....	24
1. For Packing.....	24
2. For Weighment.....	24
3. For Lifting of Rejected Goods .....	24
4. For Cattle Feed Raw Materials Short / Late Supply .....	25
4.1 Short Delivery .....	26
4.2 Excess Delivery .....	26



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

---

## 1. General Information

Mehsana District Co-operative Milk Producers' Union Limited, Mehsana popularly known as Dudhsagar Dairy, (located at Mehsana in Gujarat) is one of the largest Co-operative Dairy in India. MDCMPU Ltd was established in 1960 with the noble intention of ensuring a fair return to the milk producers. It is a district level apex body of milk cooperative societies in Mehsana District which aims to provide remunerative returns to milk producers' and also to serve the interest of consumers by providing quality and safe milk and milk products which give good value for money. It is having eight dairies, two milk chilling centres, two cattle feed plants, semen collection plant and one Dairy Science College. Various products manufactured are milk in milk pouches, Dahi, Buttermilk, Ghee, Table Butter, Milk Powder, Sweetened Condensed Milk, Ice Cream, Flavoured milk and long shelf life (UHT) milk. It is selling almost all milk and milk products in India and abroad under the brand name of Amul and Sagar and having total turnover of Rs. 8054 crores in financial year 2024-25 with its broad base of more than 10 lakh farmer members in Gujarat, Rajasthan, Haryana, Uttar Pradesh, Himachal Pradesh and Madhya Pradesh states.

For more details about us kindly visit the following websites:

1. Dudhsagar Dairy: <http://www.dudhsagardairy.coop/>
2. Pashu Samvardhan Kendra, Jagudan: <http://www.sagarxjagudan.com/>
3. Mansinhbhai Institute of Dairy & Food Technology: <http://www.midft.com/>
4. Shri Motibhai R. Chaudhary Sagar Sainik School: <http://www.mrcss.org/>
5. Dudhsagar Dairy Purchase Portal: <https://dudhsagar.nprocure.com/>

**Note: Kindly use GST: 24AAAAM0329F2Z5 for CFP item supply**



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## 2. Contact Details

### 2.1 Cattle Feed Plant

Contact user department for technical queries, specifications, date extension etc.

S. No.	Contact Person	Contact No.	E-mail ID
1	J. H. Chaudhary I/C CFP Plant – Jagudan & Ubkhal	81286 73995	enggicdsd@mehsanaunion.coop
2	H. R. Chaudhary I/C CFP Plant - Ubkhal	96625 37995	hrc@mehsanaunion.coop
3	M. H. Chaudhary I/C CFP Plant - Jagudan	99740 59245	mhc@mehsanaunion.coop

### 2.2 Purchase Department

Contact Purchase Department for queries in commercial terms and conditions, tendering process and help in filling tender.

S. No.	Contact Person	Contact No.	E-mail ID
1	Subodh Kant (Head - Purchase)	99740 56670	skkant@mehsanaunion.coop
2	Chirag Chaudhary	81286 74031	chc@mehsanaunion.coop
3	Mrinal Kukreti	99740 59249	mkkukreti@mehsanaunion.coop



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

---

### **3. General Eligibility Criteria**

1. Bidders must have valid licenses (if applicable) to supply materials quoted to our cattle feed plants. In case of import material, import license is also required.
2. Bidder must have GST and PAN number to participate in tender.
3. Product specific additional eligibility criteria if any, given on product specification page will be applicable.
4. Bidders bidding for Molasses must have a valid M III Licence issued from Prohibition and Excise Department of Gujarat.
5. Bidders blacklisted by Mehsana Union are not supposed to fill the e-tender. If they fill the tender then their quotation will not be considered for bid evaluation. Their tender fee will be forfeited and EMD will be returned back.
6. Any unwanted and hazardous materials found in any consignment, the respective party will be black listed for all future tenders / e-tenders from Mehsana Union and heavy penalty will be imposed on the bidder.
7. Any bidder not honoring his/her quote submitted during validity period will get black listed for all future tenders / e-tenders from Mehsana Union.
8. Bidders should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, GST, Employee State Insurance, Contract Labour, Provident Fund etc.
9. Even though a bidder meets the specified criteria, the bid may be disqualified in case the bidder has:
  - (a) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualifications.
  - (b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion or financial failure etc.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## 4. General Guildelines of Tender

### 1. General Instructions

For details and complete e-tender document having technical specifications, corrigendum etc. kindly visit <https://tender.nprocure.com/> and search e-tender using 6 digit e-tender ID. All other information if any will be published on N-Procure E-Auction Website: <https://e-Auction.nprocure.com>

This is a two-stage tender. First technical data submitted by bidders will get analysed at our end. Then commercial bid of only technically qualified bidders will be considered for second stage of commercial evaluation. Only after verification and acceptance of documents submitted, commercial bid will get opened.

Bidders have to abide by all terms and conditions and specifications of items mentioned in:

Sr. No	Document No.	Descriptions
1	GTC/CFP/0022/26/200625	MATERIAL SPECIFICATIONS & TEST METHODS OF CATTLE FEED RAW MATERIAL
2	GTC/0011/1/0221	GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER
3	GTC/CFP/0024/03/070823 (included if Mineral Mixture ingredient required in tender)	MATERIAL SPECIFICATIONS & TEST METHODS OF CATTLE FEED MINERAL MIXTURE INGREDIENTS

If any legal and financial liabilities pertaining to supply of material under this tender arises in future then it will be borne by the supplier/bidder.

The suppliers, who will default on delivery, necessary deduction will be made as per tender terms and conditions and may be barred from participating in any future cattle feed tender for persistent default.

Bidder who has been awarded purchase order/s for same material in all or any of the previous three consecutive tenders (through any tender process) Union reserves the right not to qualify or issue purchase order if satisfactory deliveries or performance are not observed in purchased order/s already issued to that bidder.

### 2. Bid Evaluation

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

1. Bids without tender fee, EMD and other required documents will not be considered.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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2. PO quantity can vary depending upon the past supply of the suppliers.
3. For smooth supply, more than one supplier can be offered for a particular material at the rate of L1.
4. Decision taken by I/C Managing Director will be final and binding.
5. Union reserves the right to cancel e-tender at any stage.

### 3. Mode of Negotiation – Online Reverse Auction

Dudhsagar Dairy will do for Reverse E-Auction facilitated by N-procure for the last stage of negotiation depending on the Prices and number of bidders participated.

Reverse Auction will be on the basis of the L1 rate of technically qualified bidder's price bids. All technically qualified bidders will be given item wise participation in e-Auction.

In case any of the bidders/suppliers are not able to fully or partially participate in reverse auction because of any personal or technical issue on their side including but not limited to electricity outage, internet connection etc. then, the bids received by the union in reverse auction will be final and any requests including but not limited to re-conduct reverse auction, any bids etc., submitted in physical form/email/verbal communication etc., will not be considered. However, Dudhsagar Dairy reserves the right to re-conduct Reverse Auction starting from previously closed rates.

In case of only one bidder for an item / line item after technical qualification, then personal negotiation or negotiation through email will be done with that bidder for that item / line item.

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

**E-Auction Website:** <https://e-auction.nprocure.com/>. User must register and have ID on this website. Auction will be conducted as per schedule given in main tender document.

### 4. Downloading of Tender Document

Tender document can be downloaded from website <https://tender.nprocure.com/>. Any updates, corrigendum, date extension etc. related to this tender will get published on this website. All other information if any will be published on N-Procure E-Auction Website: <https://e-Auction.nprocure.com>

### 5. Submission of Tender

#### 5.1 Submission of the Tender Fee & EMD details

Bidder has to submit payment details of tender fee and EMD on N-procure portal.





MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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### 5.2 Submission of Other Supporting Documents

All other supporting documents asked has to be submitted online with proper name of documents for easy identification and at proper stages mentioned in the online tender form. Bidder should upload only relevant document and no any unnecessary document. Uploading unnecessary document may lead to disqualification.

### 5.3 Hard Copy Documents Submission

All required documents need to be uploaded online on nprocure portal only. No hard copy of any document need to be submitted unless asked specifically by us.

### 5.4 Submission of Commercial (Price) Bid

**Bidder should submit Commercial (Price) Bid online on e-tender website <https://tender.nprocure.com/> only.**

Commercial Bid (price bid) in physical form (price bid) or in any other mode sent to Mehsana District Co-operative Milk Producers' Union Limited, Mehsana will get rejected.

### 5.5 Final Submission (Online) of Tender

Bidder must get Bid Reference Number after final submission of online tender. If Bid Reference Number is not generated then it can be assumed that tender is incomplete and not submitted.

## 6. Earnest Money Deposit (EMD)

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

The security deposit/EMD will be interest free.

EMD of unsuccessful bidders will be refunded after completion of our tender and purchase order process. EMD of successful bidder will get returned only after successful execution of Purchase order/contract and on request by the successful bidder subject to work completion verification by user department.

**Note:** In case a bidder is not able to fill the e-tender completely after paying tender fee and EMD then such bidders should inform purchase department immediately on date of opening of tender mentioned in NIT and provide complete transaction details and proof for returning of EMD of such bidders.

The Bid security may be forfeited if:

- a) A Bidder or Supplier withdraw its bid during the period of bid validity specified by the Purchase on the tender document OR



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

- b) In case of successful Bidder/Supplier, if the Bidder/Supplier fails to sign the contract or execute the contract within specified period of contract.

## 7. Payment of Tender Fee & EMD

Tender fee (non-refundable) and EMD (refundable) amount is mentioned in Notice Inviting Tender.

Tender Fee and EMD Amount should be paid by NEFT/RTGS/IMPS/BG to Mehsana District Co-operative Milk Producers' Union Limited in the bank account mentioned below. ANY OTHER MODE OF PAYMENT IS NOT ACCEPTABLE.

We publish Cattle Feed on weekly basis. So bidder may keep EMD amount deposited with us till they want to participate in the cattle feed tender.

### Banking Information for Deposit of Tender Fee, EMD etc.

Description	Details
Bid Document Fee/ EMD Payable To	Mehsana District Co-operative Milk Producers' Union Ltd., Mehsana
Beneficiary Name	Mehsana District Cooperative Milk Producers Union Limited
Credit Account Number	025705000471
Account Type	Current
Bank Name	ICICI Bank
Bank Branch Name	Mehsana Branch
IFSC Code	ICIC0000257

If EMD amount is more than Rs. 5 lakhs then it can be paid in Bank Guarantee (BG) also. See Annexure for details.

Those successful bidders who had paid EMD through online transfer, have the option to submit EMD as Bank Guarantee after receipt and acceptance of Purchase Order and take EMD amount paid through online transfer.

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

In case of re-tender of a tender, bidder who had participated in the original tender can submit tender fee and EMD details of original tender in re-tender.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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Kindly note that tender fee is not refundable in any case even in case bidder is not able to submit tender completely.

## 8. Standards and Specifications of Materials

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

## 9. Legal Approval for Supply

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

## 10. Price Basis

Rate filled should be inclusive of all and FOR to cattle feed plant located at Jagudan and Ubkhal in Mehsana District of Gujarat. No additional amount will be paid for anything except premium if any as per rebate/premium mentioned in specification document.

Bidder should provide the HSN code of each material they have quoted rates.

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

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

## 11. Acceptance of Tender Terms and Conditions by Bidder

Bidders have to abide by all terms and conditions and specifications of items mentioned in tender document. Quoting price bid on n-procure website will be treated as acceptance of all terms and conditions of tender document. All documents mentioned in this document and attached in the e-tender are integral part of the e-tender and will be binding to the bidder.

## 12. Tender Date Extension Request

Bidder must request through email for any extension needed at least three days (72 Hours) prior to the last date of tender. The extension request must be accompanied with the payment receipt of Tender Fee and EMD. Without Tender fee, EMD and any request after 72 Hours to close the tender will not be entertained in any condition.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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### **13. Jurisdiction**

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

### **14. Force Majeure**

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

### **15. Maintaining of Ethical Standards in Business**

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

### **16. Rights Reserved by Dudhsagar Dairy, Mehsana**

Dudhsagar Dairy, Mehsana, at its sole discretion and without assigning any reason thereof, reserves the right to accept and / or reject the whole or part of any or all the bids received at any stage of tender. Similarly, we reserve the right to award purchase order in full or part items/quantity to any bidder. Dudhsagar Dairy reserves the right to re-conduct auction/negotiation starting from previously closed rates.

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



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## 5. Instructions for Primary Stage Forms (Online)

List given below is indicative. For actual information needs to be submitted kindly refer online form of respective tender. Whenever asked about Tender Fee or EMD validity date write last date of current financial year for NEFT/RTGS/IMPS and actual validity date for BG.

### 1. Bidder's Basic Information, Tender Fee and EMD Details

S. No.	Details Required	Instructions
1	Name of the Firm	Provide details
2	Complete Postal Address	Provide details
3	SAP Vendor Code of our Union	If registered with our Union otherwise write NEW and submit Vendor Registration Form
4	Contact Person Name	Provide details
5	Mobile Number of Contact Person	Provide details
6	E-mail ID of Contact Person	Provide details
7	PAN Number	Provide details and attach PAN card
8	GSTN Number	Provide details and attach GSTN document
	Vendor Registration For NEW Bidder Only	Submit at <a href="https://dudhsagar.nprocure.com/">https://dudhsagar.nprocure.com/</a> and attach PDF of form.
9	e-Auction Login ID	Created on <a href="https://e-auction.nprocure.com/">https://e-auction.nprocure.com/</a>
10	Tender Fee Paid	Enter amount paid
11	Tender Fee UTR No/ Reference No.	Provide details and attach receipt
12	Tender Fee Date of Payment	Provide date of payment
13	Tender Fee Payee Bank Name	Provide payee bank name
14	Tender Fee Mode of Payment	Select mode of payment from dropdown list
15	EMD Paid Type	NEW or OLD (select new if EMD payment is made for this tender or OLD if EMD paid is in earlier tender)
16	EMD Paid	Enter amount paid
17	EMD UTR No/ Reference No.	Provide details and attach receipt
18	EMD Date of Payment	Provide date of payment
19	EMD Payee Bank Name	Provide payee bank name
20	EMD Mode of Payment	Select mode of payment from dropdown list
21	BG Validity Date	Provide BG validity date
22	Bank Name for EMD Refund	Provide payee bank name
23	Branch Address for EMD Refund	Provide payee bank branch address
24	Bank Account Number for EMD Refund	Provide payee bank Account Number
25	ISFC Code for EMD Refund	Provide IFSC of payee bank
26	Bank Account Holders Name	Provide name of account holder



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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## 2. List of Documents Needed at Preliminary Stage

Sr. No.	Particulars of Documents	Mandatory / Optional	Submission Type
1	Tender Fee Receipt	Mandatory	Online
2	EMD Receipt	Mandatory	Online
3	PAN	Mandatory	Online
4	GSTN	Mandatory	Online
5	Copy of Firms Registration	Optional	Online
6	FOR MOLASSES (Molasses License M-III issued By Gujarat Government)	Mandatory only if bidding for Molasses	Online
7	Vendor Registration Form (only in case of new bidders)	Optional	Online



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## 6. Website Details for E-tendering, E-Auction and DSC (Key)

### Minimum Requirements for participation in E-tender

1. You must have Class 3 Digital Signature Certificate. For getting class 3 digital signature certificate kindly visit: <https://www.ncodesolutions.com/index.asp>.
2. You must be a Registered Bidder at N-Procure <https://tender.nprocure.com/>
3. You must Register Yourself at Reverse Auction website <https://e-Auction.nprocure.com>

S. No.	Description	Website
1	Online Tender Website	<a href="https://tender.nprocure.com/">https://tender.nprocure.com/</a>
2	E-Auction Website	<a href="https://e-auction.nprocure.com/">https://e-auction.nprocure.com/</a>
3	Website for getting Digital Signature Certificate (DSC)	<a href="https://www.ncodesolutions.com/">https://www.ncodesolutions.com/</a>

Contact N-Procure Team for queries related to website issues, browser settings, digital signature certificate, vendor registration at N-Procure and all issues related to n-procure website. Bidder should provide providing their complete details and contact number in email.

Address	Contact No.	E-mail ID
(n)Code Solutions (n)Procure Cell 304, GNFC Infotower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)	7359021663 (toll free)	nprocure@ncode.in



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## Annexure 1: Bank Guarantee Format

### Submission of EMD in the form of Bank Guarantee

If EMD amount is more than Rs. 5 lakhs then it can be paid in Bank Guarantee (BG) also.

The bank guarantee issued by a Nationalised Indian Bank/other major banks like HDFC Bank, ICICI Bank, Axis Bank, IDBI Bank. Bank Guarantee from a foreign bank having branch in India may be accepted. BG Must be on Non-Judicial Stamp Paper as per the Stamp Act of Local State Government.

Must add following detail while issuing New and Amended of Bank Guarantee. SFMS message should contain the following details:

1. **IFSC Code:** ICIC0000257
2. **Account Number:** 025705000471
3. **SFMS Field: 7037 – MEH50818780** (only this Unique Identification number to be mentioned in field no:7037 and no other details to be mentioned)
4. **SFMS Field: 7034 –** Any of below name to be mentioned first and after inserting comma ( , ) only other details like address to be mentioned.

- a. Mehsana Dairy
- b. Dudhsagar Dairy

Once bidder's Bank add above detail in Bank Guarantee, it will help us to get easy Bank Guarantee confirmation and maintain our BGs database properly.

Bank Guarantee Validity Date and Last Claim Date should be minimum one year.

**Bidder has to submit original BG along if EMD is paid in BG.**

### Format of Bank Guarantee for Bid Security

Bank Guarantee Number: \_\_\_\_\_ Date: \_\_\_\_\_

This Deed of Guarantee made this \_\_\_\_ day of 2026 by (Name and the address of the bank), hereinafter referred to as the Bank, which shall unless repugnant to the context and the meaning thereof include its legal representatives, successors and assignees and the Mehsana District Co-operative Milk Producers' Union Limited, Mehsana (hereinafter referred to as the MDCMPUL) which expression shall unless repugnant to the context and meaning thereof include its legal representatives, successors and assignees.

Whereas the MDCMPUL regularly invites Bids for the supply of Cattle Feed Raw Materials, Ingredients and Packing Material through various online e-tenders on N-Procure portal.





MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED

## **GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

AND WHEREAS (Name and Address of the Bidder/Supplier) who having submitted their bids (hereinafter referred to as the Bidder/Supplier) and have agreed to deposit to the MDCMPUL an amount indicated in the Invitation to bid as per the terms and conditions of the Bidding Documents. AND WHEREAS the MDCMPUL is also willing to accept a Bank guarantee in lieu of payment by NEFT/RTGS/IMPS/DD of an amount equivalent to the amount of Bid security (EMD) required to be deposited by the Bidder/Supplier to the MDCMPUL and this guarantee shall be kept valid till 31st May 2027.

In consideration of the MDCMPUL having agreed to consider the Bid proposals having submitted by the Bidder/Supplier without depositing the amount of Bid Security (EMD) and against this Bank guarantee, we (name and address of the Bank) hereby undertake and guarantee to make payment to the MDCMPUL the amount of Bid security or any part thereof not deposited by the Bidder/Supplier to the MDCMPUL at any time (time being the essence of the Contract) when the MDCMPUL asks for the same as per the terms and the conditions of the Bidding Document within 122 days from 31-May-2027 i.e. on or before 30-Sep-2027 (Claim Date).

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the MDCMPUL in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. 10 Lakh / Rs. 20 Lakh (Rupees in words only) provided always that any indulgence or forbearance on the part of the MDCMPUL to the said Bidder/Supplier, with or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defence by the Bank against the MDCMPUL.

In case the MDCMPUL puts forth a demand in writing on the Bank for the payment of amount full or in part against this bank guarantee, the Bank will consider without demur that such demand by itself is a conclusive evidence and proof that the Bidder/Supplier has failed in complying with the terms and conditions stipulated by the MDCMPUL in its Bidding Document and payment will be made to the MDCMPUL without raising any disputes regarding the reasons for such failure on the part of the Bidder/Supplier.

The Bank shall not be discharged or released from this guarantee by any arrangement between the Bidder/ Supplier and the MDCMPUL with or without the consent of the bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the MDCMPUL to the Bidder/Supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the MDCMPUL may have or hereafter possess against the Bidder/Supplier and the MDCMPUL shall be under no obligations to marshal in favour of the Bank any such securities or fund or asset that the MDCMPUL at its absolute



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the MDCMPUL 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 thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

The guarantee shall remain in force until **31-May-2027** and the bank may renew the Bank Guarantee provided the Bidder/Supplier before the expiry of Bank Guarantee makes the request.

Notwithstanding anything stated herein before: (i) our liability under this guarantee is restricted to **Rs. /- (Rupees \_ only)** (ii) The Bank Guarantee shall remain in force till 31st May 2027 and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this Bank Guarantee only if the MDCMPUL serves upon the bank a written claim or demand on or before 30-Sep-2027.

*Place:*

*SIGNATURE*

*Seal*

*Code Number.*

*Note:*

*Bidder/Suppliers should ensure that the banker before submission of the bank guarantees puts the seal and code number of signatory.*

*The value of stamp duty should be as per latest stamp act local state government from where the bank guarantee issued. Stamp paper is not required in case of foreign Bidder/Suppliers.*



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## Annexure 2: List and Summary of Penalty or Deduction

For details kindly see respective documents.

### 1. List of Penalty for CFP Raw Materials

Item	Remarks	Penalty
Pro-rata Delivery	In case of Raw Material If 50% of PO quantity is not delivered in first half of delivery period (15 days)	3% on short supply may be applied
	In case of Molasses If 30% of PO quantity is not delivered in first half of delivery period (15 days)	3% on short supply may be applied
	In case of Gunny Bags If 50% of PO quantity is not delivered in first half of delivery period (15 days)	Rs. 1 per bag on short supply may be applied
Late delivery	Up to 7 days after scheduled delivery date	3% on short supply/in case of Gunny Bag Rs.1 per Bag.
	From 8 to 15 days	Rs.500 per MT (except calcite powder, grinded salt, thread and gunny bag)/ 3%/Rate Difference whichever is higher
		In case of Gunny Bag, Rs.2 per Bag
	After 15 days	PO Closed
Short supply	In all tender material PO will be closed after 15 days of delivery date	Rs.500 per MT (except calcite powder, grinded salt, thread and gunny bag)/ 3%/ Rate Difference whichever is higher
	For Gunny Bag	Rs.2 per Bag/Rate Difference whichever is higher
Rebate/Premium	As per tender	
No delivery	Total EMD of material will be forfeited	
Not lifting rejected material	Up to 15 days	No charge
	16 to 30 days	Rs. 50/MT
	Beyond 30 days	Rs. 100/MT
	If no communication is received till 30 days to keep the material	Dispose off
Torn bag	Raw material	Rs. 10/- per bag
Malpractice		As per management decision
Legal and Financial liabilities	If any legal and financial liabilities pertaining to supply of material under this tender arises in future then it will be borne by the supplier/bidder.	



**MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED**  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

## 2. List of Penalty for Mineral Mixture and Ingredients

Item	Remarks	Penalty
Pro-rata Delivery	If 50% of PO quantity is not delivered in first half of delivery period (15 days)	2.5 % on short supply may be applied
Late Delivery	From 1 to 15 days	0.5 % for each day on late supply up to 5% max.
	After 15 days	PO Closed
Short Supply	In all tender material PO will be closed after 15 days of delivery date	7.5 % on short supply or Price Difference whichever is higher
Rebate/Premium	As per tender	
No delivery in PO	Penalty as per Short Supply' clause mentioned above	
Recovery of Penalty	If bidder is not a regular supplier of Union, EMD may be forfeited in lieu of penalty and partly debarred from participation in tender as per management decision.	
Not lifting rejected material	Up to 15 days	No charge
	16 to 30 days	Rs. 50/MT
	Beyond 30 days	Rs. 100/MT
	If no communication is received till 30 days to keep the material	Dispose off
Torn bag	Raw material	Rs. 10/- per bag
Malpractice	Penalty ss per management decision.	
Legal and Financial liabilities	If any legal and financial liabilities pertaining to supply of material under this tender arises in future then it will be borne by the supplier/bidder.	
Material Replacement in case of rejection	If material delivered within the delivery period and is rejected, time for replacement may be given by purchased department on case to case basis. Time given for replacement is normally 15 days from the date of rejection intimation given to the party. No replacement time to be given against replacement delivery. After replacement allowed if the party fails to comply short/late supply penalty will apply.	



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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### 3. Penalty for Supply of Intentionally Manipulated Material

Instance	Penalty
Penalty for First Instance provided no such penalty imposed in last one year.	10 % of Invoice value or Rs.1,00,000/- whichever is higher.
Penalty for Second such Instance within one year of first instance.	20% of invoice Value or Rs. 2,00,000/- whichever is higher.
Penalty for third such Instance within one year of first instance.	30% of Invoice Value or Rs.3, 00,000/- whichever is higher and may be blacklisted as per decision by Mehsana Union Management in the case.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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### **Annexure 3: Terms and Conditions of E-Auction**

1. E-Tender will get used to get Base Price (L1 price of e-tender) of each item.
2. Only those bidders for each item who will qualify the technical bid stage of e-tender will be eligible bidders for price bid opening and subsequent participation in Reverse e-Auction Process on N-Procure.
3. All terms and conditions of supply as well as EMD will be as per e-tender. There is no separate EMD for Reverse E-Auction.
4. Tick price (minimum rate lowering) will be as per table given above.
5. For each item there will be Reverse e-Auction. In cases where reverse e-auction is not possible then there may be negotiation through email.
6. Initial Time Limit: 30 Minutes
7. Auto Extendible: Bid timing is auto extendable for 5 minutes (line wise) if a bidder bids in last 5 minutes of the auction and so on. Therefore, closing time for each item in auction is different for different line items.
8. Price is including all charges and taxes i.e. FOR Rates up to respective cattle feed plant.
9. Any change or update about auction will be uploaded on the N-procure Auction Website.
10. In case any of the bidders/suppliers are not able to fully or partially participate in e-tender or reverse auction or both because of any personal or technical issue on their side including but not limited to electricity outage, internet connection etc., then the bids received by the union in the e-tender/reverse auction will be final and any requests including but not limited to re-conduct e-tender/reverse auction, any bids etc., submitted in physical form/email/verbal communication etc., will not be considered.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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## **Annexure 4: Purchase Order and Payment Terms**

1. **Price:** As per e-Auction (Reverse Auction) OR e-tender whichever is lowest.
2. **Variation in Order Quantity and Distribution of Order:** The order quantity may vary up to 10%, while finalizing the order and / or while execution of the complete order. The quantity can further be changed under the discretion of I/C Managing Director.
3. Order quantity can be divided among more than one bidder at L1 rates to ensure timely delivery of material and reduction in risk.
4. Depending upon rate obtained in Negotiation in Person, Union may decide not to purchase any or all item mentioned in the tender / Negotiation in Person.
5. **Acceptance and Confirmation of Order:** Hard copy or E-mail copy of the PO will be sent to the party and if there is no communication is made for denial or approval within 3 working days of purchase order issue, it will be considered as confirmation.
6. **Legal Declaration for Supply of Molasses and Technical Grade Urea:** A one-time declaration on Rs. 300/- stamp paper is needed.
7. **Assignment:** The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent. Such assignment shall not relieve the supplier from any liability or obligation under the contract.
8. **Cancellation of PO:** The union reserves the right to cancel whole or part of purchase order by giving 3 days of written or telephonic intimation, within the validity period of the purchase order. However, beyond the validity of the Purchase Order (Including POs with extended validity period) may be cancelled without giving any notice and without assigning any reasons.
9. **Payment Terms:** Payment will be made within 15 days from the date of receipt and acceptance of material or invoice and whichever is later by A/C payee Cheque / RTGS.



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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## **Annexure 5: Quality, Inspection and Tests**

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





MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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## **Annexure 6: Delivery Terms and Penalty**

### **1. For Packing**

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

### **2. For Weighment**

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

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

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

### **3. For Lifting of Rejected Goods**

In case of rejections in supplies made by you, no payment will be made by Union. Further the rejected material will be defaced / handled by the union as we deem fit, and will be return to you at your cost. If the rejected material is not lifted by you within 15 days from the date of intimation the Union is free to charge storage charges or dispose off the material as we may deem fit.

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



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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#### **4. For Cattle Feed Raw Materials Short / Late Supply**

The successful supplier shall have to supply the ordered quantity of MATERIAL as per the specifications prescribed within the time frame (25 days) (except Molasses where delivery time frame will be 30 days) and or as mentioned during the Negotiation in Person schedule or in PO. 50% of PO quantity (30% in case of Molasses) to be supplied in first half of delivery period given and/ or Supplier has to follow Delivery Schedule provided by Union. If supplier is not following delivery schedule then Union reserves the right to charge penalty as mentioned earlier.

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

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

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

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

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

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

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

In case of delayed supply as per the above given delivery schedule liquidated damage for delay in supply shall be recovered to be computed @ 3% of the value of goods as given in table document. Undelivered quantity beyond one week from the mandated delivery time frame will termed as default and accordingly forfeiture will be initiated to



MEHSANA DISTRICT CO-OPERATIVE MILK PRODUCERS' UNION LIMITED  
**GENERAL GUIDELINES FOR CFP E-TENDER AND E-AUCTION**

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the extent of undelivered quantity. In addition to this, we reserve the right to forfeit the security deposit and/ or blacklist the firm.

#### **4.1 Short Delivery**

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

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

Where

Q1 = PO quantity in MTs

Q2 = Quantity Actually supplied in MTs

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

R2 = The PO rate in Rupees/MT

OR

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

**For Gunny Bag, late delivery penalty will be @ Re 1/- per bag for first 7 days and @ Rs 2/- per bag 8-15 days. Short supply penalty will be Rs.2/- per Bag or rate difference whichever is higher.**

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

#### **4.2 Excess Delivery**

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