



# General Terms and Conditions of Purchase Order

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## 01.0 Scope

Unless stated specially, all purchase orders, agreements and contracts shall be governed by this General Terms and Conditions of Purchase Order. It is also available at our website <http://www.dudhsagardairy.coop/tenders/>. Any update or revision on this document will also get uploaded at <http://www.dudhsagardairy.coop/tenders/>.

## 02.0 Interpretation & Glossary

Term	Interpretation / Full Form
RFQ	Request for Quotation / Purchase Inquiry
PO	Purchase Order
GST	Goods and Service Tax
Union	Mehsana District Co-operative Milk Producers' Union Ltd.
Dairy	Mehsana District Co-operative Milk Producers' Union Ltd.
Dudhsagar Dairy	Mehsana District Co-operative Milk Producers' Union Ltd.
ARC	Annual Rate Contract
AMC	Annual Maintenance Contract
You/Supplier	Vendor or Bidder or Supplier
RTO	Return to Origin
NIT	Notice Inviting Tender
COD	Cheque on Delivery

## 03.0 Formation of Contract/Purchase Order/Agreement

No contract shall be deemed to have been formed until and in so far as Union accepts an offer by placing a written order ("Purchase Order") duly signed by Authorized Signatory.

These General Terms and Conditions along with the covering Purchase Order (which term shall be deemed to include plans, specifications, regulations, quotations and other documents only to the extent that any of the same are incorporated by reference) contain the entire agreement of the parties, and expressly limits acceptance to the terms stated herein.

Any additional or different terms proposed by the Supplier are objected to and are hereby rejected unless Union shall accept the same in writing.

Failure of Union to enforce its rights under the Purchase Order and the General Terms and Conditions shall not constitute a waiver of such rights or any other rights under the Purchase Order and the General Terms and Conditions or otherwise.

## 04.0 PO Acknowledgement

Vendors needs to acknowledge the receipt of Purchase Order and confirm the delivery of goods/services as per schedule given within 24 hours of receipt of PO by email/hard copy. In case of no confirmation/objection received from vendor within 24 hours of receipt of PO, it will be assumed that it is acceptable to vendor and all terms and conditions of PO will be binding.



Shipment of any Goods (which term shall have the meaning as set out in the Purchase Order) pursuant to the Purchase Order shall be deemed to be an acceptance by the Supplier of the precise terms and conditions hereof.

## 05.0 Rates

Rates mentioned in PO are firm and not subject to any variation or escalation clause except it is specifically mentioned in PO or RAL/ARC/AMC/tender or e-tender terms on which PO is based.

## 06.0 Quantity

No variations in quantity shall be accepted for payment except as authorized in writing by Union's purchasing department. Any shipments in excess of what is set out in the Purchase Order, may be returned to the Supplier at the Supplier's sole expense, which shall include a reasonable cost for Union's handling, or retained by Union at no increase in price.

To the extent that Goods covered by this Purchase Order are produced in accordance with drawings or specifications which are proprietary to Union or to Union's customer, the Supplier shall not manufacture, use or retain such Goods, or drawings, specifications or parts therefore, other than as required to be delivered under this Purchase Order. Any such excess Goods, or parts therefore, shall be provided free of charge to Union upon completion.

## 07.0 Quality of Goods

The goods supplied against PO issued shall confirm to our described specification, specimen etc. mentioned in the RFQ/Tender Document/PO. Initial receiving/unloading of the goods immediately on delivery is not the final acceptance of quality. All goods, if found sub-standard/ defective/ of poor machinability during actual use, shall be rejected and the supplier shall replace such rejected goods at their own cost and risk.

## 08.0 Penalty

Goods shall be delivered strictly according to our delivery schedule and must conform to our specification, quality, specimen etc. In case of default, we may procure the material from an alternative source and any extra cost incurred therefrom may be charged to you apart from levying liquidated damages.

## 09.0 Changes in PO

Union may at any time, by written order, make changes or additions within the general scope of this Purchase Order, in any one or more of the following, which are non-exhaustive:

- (i) drawings, designs, statement of work, or specifications;
- (ii) method of shipment or packing,
- (iii) place of inspection, delivery or acceptance;
- (iv) quantities, and
- (v) delivery schedules.



If any such change causes an increase in the cost of, or the time required for, performance of this Purchase Order, the Supplier shall notify Union in writing immediately with documentation of such increase and an appropriate equitable adjustment may be made in the price or time of performance, or both, in the sole discretion of Union, by written modification of the Purchase Order.

Any claim by the Supplier for such adjustment must be asserted within 5 days, or such other period as may be agreed on in writing by the parties, after the Supplier's receipt of notice of the change. Nothing contained in this paragraph shall excuse the Supplier from proceeding with the contract as amended, unless specifically exempted in writing by Union.

## 10.0 Execution of the Purchase Order

The Supplier shall perform, all of its obligations under this contract:

- (i) in strict accordance with the terms of the contract, including all amendments, work orders and other related documents;
- (ii) in a professional, commercially diligent basis, in accordance with the generally accepted industry and professional standards, procedures and practices, to the reasonable satisfaction of Union and
- (iii) in accordance with the requirements laid down by or pursuant to law, and/or applicable self- regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

Unless otherwise provided under the Purchase Order, the Supplier shall be responsible for obtaining all applicable permits required for the Supplier's performance of the Purchase Order, including, without limitation, in respect of the manufacturing, importation, transportation and use of the Goods and the clearances required from the port authorities and custom authorities for any imported Goods.

If any work in respect of the Goods is performed at Union's location, that shall be done during the normal work hours at that location, unless parties have agreed otherwise in writing. The Supplier is obliged to carry out such work outside of those working hours on Union's first request. The Supplier shall arrange at its own expense and in good time the permits, exemptions, approvals and decisions needed for the performance of such work and/or the employment of personnel.

## 11.0 Delivery of Material

Deliveries shall take place (in accordance with the relevant provisions of the most recent version of INCO terms) as per INCO terms mentioned in the Purchase Order.

The vendor is advised to deliver vehicles on or before 04.00 pm at Union. Stores will unload material from 08:00 am to 06.00 pm on all working days except Sundays and Public holidays. Vehicles reported after 04.00 pm shall not be unloaded on the same day and will be carry forward to next day.

Working hours of stores at different locations is given in Annexure-1.



Suppliers shall ensure delivery of goods as per our requirement and schedule. Delivery made after the stipulated time may be refused or may be accepted with a special permission from Manager (Purchase).

Vendors are requested to provide dispatch details like vehicle no, transporter name, driver's name, Driver's mobile number and expected date & time of delivery in one day advance before the vehicle is expected to reach to Union.

The Supplier shall give Union timely advance notice of the progress of and the possibility of the delivery time being exceeded. Such advance notice does not release the Supplier from its liability in the event of the term actually being exceeded. Union shall have the right to levy such damages as set out in the Purchase Order in case of any delays in meeting the agreed timelines. Any extension of time to be provided shall be at the sole discretion of Union and shall be without prejudice to the right of Union to levy damages.

Unless otherwise provided in the Purchase Order, delivery in whole or in part shall not be made more than 10 days prior to required delivery dates. Union may return earlier deliveries at the Supplier's sole risk and expense. The Supplier shall comply with the delivery schedule but shall not make material or production commitments in advance of such time as the Supplier reasonably believes necessary to meet the schedule without prior written approval by Union.

We advise you to instruct your logistic persons/transporters that vehicle parking in front of Union's gate is not allowed as well as it not advisable to park a vehicle on Highway.

Union will allow the vehicle inside as per dispatch details given by vendors and on particular time only.

Union is not liable to pay any demurrage charge in case of the vehicle will not be unloaded due to any particular reason.

Vehicles will be unloaded as per FIFO system only.

Logistic firms/ courier services are also bound by this policy.

## 12.0 Packaging

The Goods and/or materials must be packaged and preserved in such a way that protection against external factors is guaranteed. The Supplier is obliged to follow the provisions of the Purchase Order and any instructions by Union in this regard.

All supplies shall be in closed vehicles/covered by tarpaulin to protect the goods from outside contaminants.

## 13.0 Inspection and Quality Control

Without prejudice to any rights in law, contract or otherwise, including but not limited to rejection of Goods, Union reserves the right to inspect, to check and/or to test the Goods delivered or to be delivered, as well as the facilities of the Supplier, either acting for itself or through another, irrespective of where the Goods, or the facilities in question are located subject to providing reasonable notice. The Supplier shall cooperate with the above. Union can further require a production or confirmation sample, free of charge. The inspection costs shall be borne by the



Supplier if the inspected Goods and/or materials fail to meet the specifications or general requirements as provided for in Clause Quantity.

The Supplier acknowledges that Union does not carry out full acceptance checks on the Goods. If any (part of a shipment or a production batch of the) Goods do not conform to the representations and warranties as set forth in Clause Guarantee and Warranties and the specifications, Union may reject, at its sole discretion, the entire shipment or production batch without any payment becoming due by Union for any part of such shipment or production batch of the Goods and without any liability towards the Supplier. Union shall store the rejected Goods or cause them to be stored at the Supplier's sole expense and risk. Without prejudice to other rights in law, contract or otherwise that Union may have, Union, notwithstanding any prior acceptance, at its option, may reject and return for credit or replacement or require prompt rework of any Goods, which are defective in material or workmanship or otherwise fail to conform to all applicable specifications or that have defects or are unsuitable for the purpose for which they were meant.

Actual quantity as received by our stores department will be considered as final and binding to both parties.

## 14.0 Rejection of Goods

Supplier has to ensure lifting/replacement of the rejected material within 15 days from the date of receipt of intimation from the Union. Supplier are requested to lift the said material on or before above said period.

In case of failure to do so, Union may scrap the material through approved scrap rates and difference of original value and scrap value will be directly debited to the Supplier.

Else Union may charge Rs 10/Sq ft/ fortnight of the area utilized in our stores or Rs 5000 per fortnight, whichever is higher.

Union has right to impose penalty also if losses of production time and machine downtime is on the higher side than approved standards.

Future business with the vendor will also depend on the frequency of rejection and promptness of vendor to attend the same. The decision of I/C Managing Director of the Union shall be considered as final and binding to all.

## 15.0 Invoicing

Please ensure the following points at the time of material supply:

Invoices should be in the name of Mehsana District Co-operative Milk Producers' Union Ltd.

Three copies each of Invoice and delivery challan shall be accompanied with a supply of material amongst which original and duplicate copy will be retained by the receiver of goods whereas triplicate/transporter copy shall be acknowledged and returned to transporter as a token of receipt of material.



All materials supply shall accompany Certificate of Analysis (COA)/ test report with invoice copy itself at the time of material receipt. Any vehicle without COA will not be received from Stores Department and would be returned to and suppliers/vendors at their own risk.

Necessary E-way bills shall be generated by vendors and to be given with invoice only.

## 16.0 E-Way Bill

It would be compulsory for all vendors to generate E Way bill with consignment as per government norms.

Purchase order (PO) number given by us must be written on invoice and delivery challan.

No materials will be unloaded without a purchase order reference. Even vehicle entry would not be possible without PO Number.

You are aware that that government has made it mandatory to generate E-way bill for all kind of materials movement from October 1st 2018 with following exemptions /relaxation of no need to generate E Way bill if value of materials is less than Rs. 50000/-. So it would be compulsory for all vendors to generate E Way bill with consignment considering above.

Hence, we request all our approved vendors to supply all material to Union or its different plants (Dairy Units, CCs and CFPs etc.) with properly generated E-way bill with accurate and correct information. We will not accept material if invoice is not accompanied with E-way bill at the time of receipt of material at Stores.

From the E-way bill portal ( <https://ewavbill.nic.in/>) vendor can generate E Way bill based on GST no. Since field of location/premise is editable vendor is advised to edit field and enter full details of delivery plant, as the case may be.

E-way bill is very much required to avoid any issue regarding place of delivery when material is in-transit, as place of discharge is more important to prove ownership of the material. If this is not mentioned by any vendor for whatsoever reason then all kind consequences shall be borne by supplier/vendor of the goods.

We will not accept material if invoice is not accompanied with E-way bill at the time of receipt of material at stores. It is also applicable if vendor is supplying materials in courier or through 3rd party logistics mode like DHL/V-Trans/Lalji Mulji etc.

## 17.0 Excess Material

Please do not send excess materials than PO quantity. **We allow 5% tolerance limit than PO quantity only for packaging materials and bulk items.** Any excess materials beyond this limit will not be unloaded.

## 18.0 Payment

Payment will be made as per PO terms after the safe receipt and installation of goods for quantities approved. Union shall be free to withhold payment in part or full if supplies are found substandard /damaged / defective or rejected on any other account.





The Union shall be given the choice to make payments for the purchase of the product by way of online payments, cheque on delivery (COD) or any other legal methods of payment as may be available.

The Vendor shall generate and provide to the Union reports of the Products that are being delivered which reports shall contain details of the orders placed, the sale amounts invoiced, sales not delivered and hence RTO (return to origin) and any returns by the Union.

It is hereby clarified that Union shall not be required to provide any other information (including any confidential information or any information about other vendors) to the Vendor vide such Reports or otherwise and any such information shall be the proprietary information of the Company.

The payment of sale proceeds of the Products by the Vendor to the Union shall be on thirty days (30 days) basis or as mentioned in PO. The Union shall pay to the Vendor for the sale proceeds of the Products which have been duly delivered to the Union.

- (i) any adjustments for any RTO and return by the Union within three (3) months from the date of delivery of Products to the Union; and
- (ii) all other amounts due and payable by the Vendor to the Union on accordance with these Terms & Conditions and/or the Vendor Agreement.

## 19.0 On-site Instructions and Regulations

The Supplier shall at all times adhere to the applicable rules on the sites and at the facilities of Union, such as hygiene, environmental and safety regulations.

The only persons granted access to the areas of Union are those registered by the Supplier with Union and whose admission has been approved by Union.

Other than in cases of intentional act or omission or gross negligence on its own part or its executive management staff, Union cannot be held liable for any damages or any injuries of any nature whatsoever and originating or caused in any manner whatsoever in the execution of the Purchase Order to the Supplier, to third-parties engaged or otherwise involved by the Supplier in the execution of the Purchase Order, to Goods of the Supplier or those third-parties or persons employed by the Supplier or those third-parties.

## 20.0 Delivery of Dangerous Materials

Supplier shall arrange to send material falling under "Dangerous Goods Class 6 Poison" with relevant material safety data sheet (MSDS) to enable us handling of material safely.

Supplier shall arrange to send classifications of chemicals falling under category class 3/6/8 with relevant material safety data sheet (MSDS) to enable us handling of material safely. You must also carry TREM card during transportation of solvent and as and when applicable.

## 21.0 Guarantee and Warranties

The Supplier guarantees/warrants that the Goods being delivered and the accompanying Documentation and Materials meet the agreed specifications, properties and requirements or,



if no agreements have been made in that regard, the specifications, properties and requirements that are customary in accordance with best industry standards for the trading of these Goods. The Supplier further guarantees that the Goods and the accompanying Documentation and Materials meet all of the government regulations in the country of production and the country to which they are being supplied. The warranties contained in this paragraph are non-exhaustive, and any other applicable warranties shall extend to Union and its customers. Union's inspection and/or acceptance of and/or payment for Goods shall not constitute a waiver by it of any warranties.

The Supplier further guarantees that the Goods are fit for purpose and can be used and processed for that purpose and that the Goods possess at all times a high and consistent level of quality and that they meet the requirements laid down by or pursuant to law, and/or applicable self-regulatory rules, inter alia in regard to quality, health, safety, the environment and advertising.

Independent and without prejudice to the warranties provided by the Supplier, the Supplier shall transfer and/or assign all the guarantees and warranties received from the original manufacturers from whom the Supplier has sourced the Goods or any parts thereof. The Supplier shall procure the warranties set out in 10.1 and 10.2 above from the original manufacturer and assign such warranties in favour of Union. In case the warranties provided by the original manufacturer is not for the entire warranty period set out specifically in the Purchase Order, the Supplier shall step in and provide such warranties for the remaining warranty period set out in the Purchase Order.

Vendor shall give guarantee for the material supplied by him against manufacturing defect and shall agree to replace free of cost if it is found defective or not conforming to our specifications. In such case, the total cost of transportation will be to his account.

## 22.0 Supplier's Warranties and Covenants

Without prejudice to any other representation and/or warranty contained in the Purchase Order, the Supplier hereby warrants and represents to Union that:

- a) it is an entity duly organized and existing under the laws of its country of incorporation and has the power and authority to carry on its business as now conducted, and to perform its obligations under the Purchase Order;
- b) there are no pending or threatened actions or proceedings before any court or agency which either individually or in aggregate may adversely affect its right to perform its obligations under the Purchase Order;
- c) the Goods supplied shall be in accordance with the specifications for the Goods and in accordance with the Purchase Order and in accordance with any highest applicable standards set by the relevant standards organizations and/or applicable laws;
- d) the Goods shall be free from defects in design, materials and workmanship, and suitable for the relevant purpose of those Goods; and
- e) the Supplier shall provide to Union, good and marketable title to the Goods free of any charge, liens, title defect or encumbrance;
- f) all Goods supplied to Union and all material used for packing and shipping the Goods (including, without limitation, temporary or replacement fittings such as transport gaskets,



packaging and strapping or protective materials) shall be free from any substance which is prohibited under applicable laws;

- g) it shall comply with all laws, regulations or government orders concerning the Goods and/or services to be provided under this order, including any national, international, state or local laws dealing with the environment, health and safety, labour and employment, transportation or storage of hazardous materials, and import/export or customs requirements, including without limitation and if applicable, the manufacture and shipment of Goods purchased or returned hereunder. Upon request, the Supplier shall provide Union with written assurances of compliance and cooperate with any efforts to verify the integrity of the Supplier's supply chain. The Supplier shall indemnify, defend and hold Union harmless from any liability, losses, damages, penalties or claims arising from the Supplier's actual or alleged failure to comply with any of the above.

## 23.0 Intellectual and Industrial Property Rights

Drawings, images, designs, models, calculations, processes, methods, tools, moulds and everything else that can be the subject of any right of intellectual or industrial property or can be placed on par with such a right (hereinafter referred to as "Documentation and Materials"), which are issued by Union or which are made on the instructions of Union or in that connection by or on behalf of the Supplier for Union and all intellectual and industrial property rights in their regard accrue exclusively to Union, which is also deemed to be the maker and/or designer, irrespective of whether Union pays a separate or inclusive fee for that purpose. The Supplier undertakes to do everything necessary to provide Union with the exclusive rights referred to above (including any necessary deeds of transfer). Union holds the rights to all Documentation and Materials, regardless of their form, provided by Union to the Supplier in relation to the making of an offer and the execution of the contract, irrespective of how they are used or stored. Unless expressly approved by Union and necessary for performance of this Purchase Order, the Supplier shall not use or disclose furnished information concerning Union's Goods or any property relating to the Documentation and Material without the prior written consent of Union.

The Supplier is obliged to return Documentation and Materials issued by Union on the first request of Union and in all cases upon termination of contract. The risk concerning the aforementioned Documentation and Materials is borne by the Supplier until such Documentation and Materials are returned. The Supplier will check the aforementioned Documentation and Materials for accuracy and mutual cohesion prior to commencing execution of the contract and will report deviations and inaccuracies to Union, in the absence of which the Supplier will be liable for all damages and costs suffered by Union in that regard.

The Supplier shall clearly mark the Documentation and Materials issued by Union as being the property of Union and inform third-parties of Union's right of ownership. The Supplier shall immediately inform Union if the Documentation and/or Materials are subjected to attachment or no longer freely available to the Supplier for other reasons.

The Supplier shall refrain from using the Documentation and Materials issued by Union for purposes other than those for which they were provided and will not reproduce them in full or in part, by any means whatsoever, issue them to third parties or show them to third-parties.



The Supplier guarantees to Union that the use (including sale or delivery) of the Goods delivered to Union does not infringe any right of intellectual or industrial property belonging to a third-party and will indemnify Union on its first request against claims of third-parties and defray in full all damages and costs suffered and incurred by Union in connection with those claims. Union's approval of Documentation and Materials and other notifications or information issued by or on behalf of the Supplier does not affect or diminish the obligations of the Supplier under this clause and these general conditions.

## 24.0 Confidentiality

The Supplier is obliged to protect the confidentiality of all information originating from Union, including all information coming to its notice in the context of a request for an offer, an order and/or the execution of a contract and to stipulate the same in respect of personnel and third-parties engaged in the context of making an offer, assessing an order or executing a contract. The provisions of this clause are applicable in particular – but not solely – to formulae, know-how or procedures of production, prices, confidential business and technical information, Documentation and Materials provided by Union to the Supplier. The Supplier is prohibited from using the aforesaid information for its own purposes or for third-parties. To the extent that the Supplier must disclose any information originating from Union in the performance of this contract to third parties, it shall do so after either having obtained written consent of Union and having entered into confidentiality undertakings with such third parties.

Without Union's prior written consent, the Supplier shall abstain from any publicity in whatsoever form about any contract and/or cooperation between the parties or of any of the terms and conditions or other facts with respect to any contract between the parties, including the status thereof and will direct its directors, officers, employees and representatives to do the same.

## 25.0 Indemnity

The Supplier shall, at its sole expense, defend any suit or proceeding brought against Union or its customers so far as such suit shall be based on a claim that any Goods or any part thereof supplied under the Purchase Order constitutes an infringement of any applicable laws of any country including but not limited to patent or copyright granted under the laws of any country, and the Supplier shall pay all damages and costs awarded therein. If the use of such Goods or part thereof is enjoined in such suit, the Supplier shall, at its own expense and at its option, either procure for Union the right to continue using such Goods or part thereof, or replace the infringing Goods or part thereof with a non-infringing equivalent or modify it so it becomes non-infringing, or upon showing inability to do any of the foregoing, shall remove such Goods or part thereof and refund the purchase price and the transportation and installation costs thereof.

The Supplier will obtain and maintain in force, at no expense to Union, comprehensive general liability insurance with products liability coverage and an endorsement, naming Union as additional insured in sufficient amounts and with insurance companies acceptable to Union, to cover any liability under the Purchase Order.

The Supplier agrees to indemnify, hold harmless and defend Union, its officers, agents and employees, parents, subsidiaries, successors and assigns against any loss, cost, damage or



expense (including attorney's fees) arising out of any claim or charge for personal injury, death or property damage or any other loss or damage asserted against any of the foregoing parties and attributable to the Goods or the use thereof by Union, unless resulting from the sole negligence of Union.

The Supplier agrees to indemnify, hold harmless and defend Union, its officers, agents and employees, parents, subsidiaries, successors and assigns against any loss, cost, damage or expense (including attorney's fees) arising out of non-compliance and/or breach by the Supplier of any terms, conditions, representations or warranties set out under these general terms and conditions and/or the Purchase Order.

## 26.0 Transfer of Risk and Title

The Supplier guarantees that the full and unencumbered ownership of the Goods is supplied under the Purchase Order.

The Goods and/or materials will remain at the expense and risk of the Supplier until they are delivered, in accordance with the applicable INCO terms as set out in the Purchase Order.

Title in the Goods shall pass from the Supplier to Union at the time of delivery to such place as specified by Union, unless

- (i) otherwise agreed upon between the parties, or
- (ii) if the Goods are rejected by Union in accordance with the provisions of Clause Inspection and Quality Control.

## 27.0 Substitutions

The Supplier shall not substitute materials, components, processes or other requirements pertaining to the Goods without written consent of Union.

## 28.0 Withdrawal of Order

The Union reserves the right to withdraw PO in part or in full without assigning any reason thereof particularly in the cases where the delivery schedule does not adhere to PO.

## 29.0 Documentation, Parts and Tools

All drawings, manuals, computer programs, parts, tools and user rights and/or onward delivery of the Goods shall be delivered along with delivery of the relevant Goods to Union and, if made specifically in connection with the order placed by Union, transferred in ownership to Union in accordance with the provisions of Clause Transfer of Risk and Title of these conditions.

## 30.0 Prohibition on Outsourcing and Assignment

The Purchase Order shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. The Supplier shall not without the prior written consent of Union assign to any person any benefit of or obligation under the Purchase Order in



whole or in part. Union shall have the right, in its sole discretion, to assign the Purchase Order and each of the guarantees and warranties to any third party.

Claims of the Supplier on Union are not transferable without written consent of Union.

### 31.0 Termination

The Purchase Order shall come into effect on the date of the Purchase Order or if specifically mentioned as Effective Date, then that Effective Date in the Purchase Order.

Either Party may give notice in writing to the other party terminate the Purchase Order with immediate effect:

- a) if an order is made or a resolution is passed for the winding-up of the other party, which order is not stayed or appealed against, within a period of 30 Days of passing of such order;
- b) if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other party's assets;
- c) if the other party takes or suffers any similar or analogous action to those stated in Clause Termination; or
- d) if the other party ceases, or threatens to cease, to carry on business for a continuous period of 30 Days.

Union shall have the right to terminate the Purchase Order by giving fifteen (15) Days prior notice in writing if the Supplier commits a breach of any of the terms of the Purchase Order and such breach is not remedied within thirty (30) Days from the date of notification of such breach by Union.

Notwithstanding anything contained in the Purchase Order or any part thereof, may be terminated by Union for convenience, at no additional cost and liabilities, by delivering 30 (thirty) Days' written notice to the Supplier. For avoidance of doubt, it is clarified that, the termination shall not operate to terminate any rights or obligations, which may have accrued to either Party prior to such termination in accordance with the Purchase Order.

Union shall not be required to make any further payments to the Supplier save and except in respect of the Goods already shipped in accordance with terms under the Purchase Order. It is hereby clarified that the Supplier shall not be entitled to any payments of or compensation whatsoever, on termination, for any loss of profit or anticipated profit, loss of opportunities, loss of use, loss of production, loss of contracts, or for any other financial or economic loss whatsoever, nor for any indirect or consequential damages that it may suffer, nor the incurring of expenditure in the expectation of completing the supply of the Goods.

Union shall not be liable for any third party claims or losses incurred by the Supplier pursuant to any termination howsoever occasioned.

Termination of the Purchase Order however caused shall be without prejudice to any rights that Union has under the Purchase Order as at the date of termination of the Purchase Order.



## 32.0 Jurisdiction

In Case of Dispute, Mehsana shall be the Jurisdiction.

## 33.0 Force Majeure Clause

### 33.1 Definition

The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:

- (i) the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;
- (ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;
- (iii) epidemic, plague or quarantine;
- (iv) air crash, shipwreck, or train wreck;
- (v) acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;
- (vi) radioactive contamination or ionizing radiation;

### 33.2 Notice and Reporting

33.2.1 The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (2) days after such commencement date, notify the Union in writing of such event of Force Majeure and provide the following information:

- (a) Reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
- (b) Such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and
- (c) All relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

33.2.2 The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such





information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.

### 33.3 Mitigation Responsibility

33.3.1 The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

33.3.2 The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.

33.3.3 The Vendor shall notify Union when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

### 33.4 Consequences of Force Majeure

Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions: (i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and (ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

### 33.5 Force Majeure Events Exceeding 60 Days

If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then Union shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

## 34.0 Document Requirement

### 34.1 Food Safety Management System (FSMS) Requirement

We have implemented ISO 14001: 2015 & ISO 22000:2005. Hence, we require following Documents in material receipt for all supplies like raw materials, packaging materials, etc.

### 34.2 FSMS Documents Required for Ingredients

1. Ingredients - origin of country/source
2. Complete flow chart for manufacturing/ processing
3. List of ingredients (must include color, flavor, additives etc. if added)
4. Copy of FSSAI license and any other statutory legal compliance
5. Halal certificate (every year) or upon renewal
6. Food grade certificate for all materials





7. Detail test report (as per FSSAI regulation) from NABL approved laboratory (every six month)
8. Shelf life, storage condition, nutrition labeling, GMO declaration and allergen etc. should be mentioned

### 34.3 FSMS Documents Required for Packaging Material

1. Complete flow chart for manufacturing process
2. List of raw materials and country of origin (mention additives, if added)
3. Copy FSSAI license and any other statutory legal compliance
4. Food grade certificate for all plastic materials which directly in contact with product
5. Detail test reports (as per FSSAI regulation) from NABL approved laboratory (every six month)
6. Overall migration test report (every six month) from NABL approved laboratory

Kindly follow the same and arrange to send us above documents via courier/e-mail to QA Packaging <qapack@mehsanaunion.coop> every six month or whenever changed/updated.

## 35.0 ISO/ Environment Management System (EMS) Requirements

We are QMS - ISO 9001:2015, EMS - ISO 14001: 2015 and FSMS - ISO 22000:2005 certified unit. We expect you to follow eco-friendly processes in your company such as waste minimization, reduction in air pollution, water pollution and soil contamination etc.

The supplier has to ensure that their vehicle coming to Union should be:

1. PUC certified vehicles having valid PUC requirement
2. Vehicles should be properly maintained (including but not limited to) with no leakage of oil from engine/gearbox.
3. Preferably vehicle should be closed to avoid aerial contamination
4. Use of energy efficient vehicles and technology for manufacturing of goods/material
5. Your Vehicle must carry fitness certificate issued by a competent authority like RTO etc.

## 36.0 General Safety Rules for Purchase/Work Order

1. Before entering the Dairy premises first get acquainted yourself studying the site layout map displayed at main gate / time keeper office.
2. Wearing mask is mandatory at Union's premise. This is applicable to all persons/visitors/vendor/supplier/driver entering Union premises. No person shall be allowed to enter Union premises without mask. And if any person found without mask within the premises. He/She shall be liable to pay penalty of Rs.500/- without any objections. This will be remaining effective as per guidelines of Government of Gujarat.
3. Do not carry any kind of flammable materials like a matchbox, lighter, stove, SIGRI etc.
4. Cigarette and eatables like Gutkha, Pan Masala etc. are prohibited within the company premises. In any case, if someone found with Gutkha/Pan Masala/ Cigarette, then Union will impose a penalty of Rs. 500/- and entry of particular person shall be permanently prohibited in the premises. It is applicable to all carriers/drivers/any representatives of vendors/ bidders/suppliers/service providers or any visitors.
5. Do not enter any plant area without permission.



6. You are responsible for your own act & safety you are advised not to enter any restricted area and follow the directed path only. In case union faces any losses or damages because of any act done by the driver/visitor/any person he/she shall be liable to pay the damages to the union.
7. Do not use a mobile phone at tank farm and any plant area.
8. Do not take photographs in the company
9. Do not enter without Helmet and shoes in any plant area.
10. Park your vehicle at the designated parking area.
11. Meet only authorized person for which you have taken permission.
12. Follow work permit system wherever required.
13. Ensure safety devices/accessories on your machines and equipment.
14. Use work specific PPEs.
15. Follow safe material handling practices.
16. You have to abide by our Safety, Health and Environment Policy.
17. Violation of Safety norms will attract heavy penalty as decided by management.
18. If you hear an emergency siren, do not panic and talk to company employee for actions to be taken.
19. As soon as you know about emergency try to reach nearby assembly point as per factory drawing.
20. In case of gas leakage, move in a crosswind direction
21. Don't go at the emergency spot



### Annexure 1: Plant Locations and Store Timing

Plant	Plant Code	Address and Location	Contact Number	Store Timing
Dudhsagar Dairy Mehsana	MM01	Post Box No. 1, State Highway, Mehsana – 384 002. Gujarat, India.	Phone: (02762) 253201-05 Fax: (02762) 253422	8:00 AM – 6:00 PM Sunday Closed
Vihar Chilling Center	MM03	At: Vihar, Taluka: Mansa, District: Gandhinagar, State – Gujarat.	Phone: (02763) 252282	8:00 AM - 4:00 PM Sunday Closed
Hansapur Chilling Center	ML02	Hansapur, Dist. Patan, State – Gujarat.	Phone: (02762) 222129	8:00 AM - 5:00 PM Sunday Closed
Kheralu	ML03	Ambaji Highway, Kheralu, Dist. Mehsana, State – Gujarat.	Phone: (02761) 231012.	8:00 AM - 4:00 PM Sunday Closed
Harij Chilling Center	ML01	Harij, Dist. Patan, State – Gujarat	Phone: (02733) 222252	8:00 AM - 4:00 PM Sunday Closed
Kadi	ML04	Nandasan Road Opp: Patel Oil Mill KADI, Pin – 382715 Taluka: Kadi, District: Mehsana Gujarat, India.	Phone: 7777949300	9:00 AM – 5:00 PM Sunday Closed
Dudh Mansagar Dairy, Manesar	MM02	Plot No. 26-D, Sector – 3, IMT – Manesar, Gurgaon, Haryana	Phone: (0124) 4366197	8:00 AM - 4:00 PM Sunday Closed
Dudh Motisagar Dairy, Dharuhera	MM04	Plot No. 17, HUDA Industrial Area Dharuheda – 123 106. District: Rewari, Haryana	Phone: (01274) 277100	8:00 AM - 4:00 PM Sunday Closed
Dudhsagar National, Jaipur	ML00	2nd Floor, Malwa Tower, Plot No. A-13 & 37, Nr. Khatipura Circle, Hanuman Nagar, Jaipur-302021, Rajasthan	Phone: (0141) 4031070	10:00 AM - 5:00 PM Sunday Closed
Cattle Feed Plant Ubkhal	MF01	Ubkhal, Vijapur, Dist. Mehsana. State: Gujarat.	Phone: (02763) 252332.	8:00 AM - 5:00 PM
Cattle Feed Plant Jagudan	MF03	At: Jagudan, Dist. Mehsana State: Gujarat.	Phone: (02762) 285065.	8:00 AM - 5:00 PM
Pashu Samvardhan Kendra, Jagudan	MR01	Nr. Toll Plaza, Ahmedabad State Highway, P.O. Jagudan – 382710. State – Gujarat	Phone (02762) 285330 / 285412. Fax: (02762) 253422.	8:00 AM - 4:00 PM Sunday Closed



## Annexure 2: INCO Terms

The seven Incoterms® 2020 rules for any mode(s) of transport are:

**EXW - Ex Works (insert place of delivery)**

FCA - Free Carrier (Insert named place of delivery)

CPT - Carriage Paid to (insert place of destination)

**CIP - Carriage and Insurance Paid To (insert place of destination)**

**DAP - Delivered at Place (insert named place of destination)**

DPU - Delivered at Place Unloaded (insert of place of destination)

DDP - Delivered Duty Paid (Insert place of destination)

**Note:** The DPU Incoterms replaces the old DAT, with additional requirement for the seller to unload the goods from the arriving means of transport.

**The four Incoterms® 2020 rules for Sea and Inland Waterway Transport are:**

FAS - Free Alongside Ship (insert name of port of loading)

FOB - Free on Board (insert named port of loading)

CFR - Cost and Freight (insert named port of destination)

CIF - Cost Insurance and Freight (insert named port of destination)

For details refer Incoterms® 2020 published by International Chamber of Commerce



SHIPHUB

# INCOTERMS 2020

	SELLER	TERMINAL	TERMINAL	BUYER
<b>EXW</b> Ex Works	SELLER			BUYER
	SELLER			BUYER
	SELLER			BUYER
<b>FCA</b> Free Carrier	SELLER			BUYER
	SELLER			BUYER
	SELLER			BUYER
<b>CPT</b> Carriage paid to		SELLER		BUYER
	SELLER			BUYER
	SELLER			BUYER
<b>CIP</b> Carriage and Insurance Paid to		SELLER		BUYER
	SELLER			BUYER
	SELLER			BUYER
<b>DPU</b> Delivery at Place Unloaded		SELLER		BUYER
		SELLER		BUYER
		SELLER		BUYER
<b>DAP</b> Delivery at Place		SELLER		BUYER
		SELLER		BUYER
		SELLER		BUYER
<b>DDP</b> Delivered Duty Paid		SELLER		BUYER
		SELLER		BUYER
		SELLER		BUYER
<b>FAS</b> Free Alongside Ship		SELLER		BUYER
		SELLER		BUYER
		SELLER		BUYER
<b>FOB</b> Free on Board		SELLER		BUYER
		SELLER		BUYER
		SELLER		BUYER
<b>CFR</b> Cost and Freight		SELLER		BUYER
		SELLER		BUYER
		SELLER		BUYER
<b>CIF</b> Cost, Insurance and Freight		SELLER		BUYER
		SELLER		BUYER
		SELLER		BUYER

ALL MODES OF TRANSPORT

SEA AND INLAND WATERWAYS

COSTS

RISK

INSURANCE

# Vendor Data Sheet

(Note: Vendor should provide information sought below in the given format on his letterhead.)

SAP Vendor Code (write new if not an existing vendor):

## A: Category of Product

S. No.	Name of the Item / Category of Products	Remarks

## B: Contact Details

<b>Registered Office</b>	
Address:	
Phone No. (with STD Code):	
Fax No.	
Email ID:	
Website:	
<b>Corporate Office</b>	
Address:	
Phone No. (with STD Code):	
Fax No.	
Email ID:	
Website:	
<b>Communication Address</b>	
Address:	
Phone No. (with STD Code):	
Fax No.	
Email ID:	
Website:	

## C: Type of Firm

Constitution of the firm (please tick): Proprietorship / Partnership /Private Ltd. Co./Public Ltd. Co./Co-operative /Others (specify) \_\_\_\_\_

**C1: In case of proprietorship:** Please enclose photocopy attested by public Notary (any of the following): Shops & Establishment Act License /Udyog Aadhaar Registration Certificate or Affidavit by Proprietor indicating name of proprietor.

### **C2: In case of Partnership Firm /LLP:**

a) Whether it has been registered: Yes / No

b) If yes, provide certified, extract from the Registrar of firm

S. No.	Name of Partners	Educational Qualifications	Experience (In Years)	Partner/Director, in any other firm/ Company (with details)

Also provide Partnership deed (Photocopy of partnership deed attested by Public Notary)

### **C3: If Private/Public Limited Company: CIN :**

(Please enclose copy of memorandum of Articles of Association & Certificate of incorporation)

S. No.	Name of Partners	DIN	Educational Qualifications	Experience (In Years)

**C4: If Cooperative:** Please enclose copy of Registration Certificate under Co-operative Societies Act.

## D: Nature of Business

D: Primary Nature of Business (please tick): Manufacturing / Trading /Service /Importer /Consultant /Commission Agent / Others (specify) \_\_\_\_\_

E: Date of incorporation of firm:

F: PAN No.

G: GST No.:

**H: License Details** (to the extent applicable): Please attach the copies of all the relevant certificates/licences/approvals obtained for running the business. (e.g. Factory Act registration, Environment Clearance Certificate, PF/ ESI registration Certificate, Specific licences required for certain products, etc.)

**I: Are you ISO accredited?** If Yes, indicate for which facilities/ products/services?

Please enclose valid ISO certificate attested photocopy.

S. No.	Facilities/Products/ Services	ISO Standard	ISO Acquired on	ISO Certifying Agency	ISO Validity (Up to)

Does your company catalogue or any other document claim for meeting the requirements of referred standard? Please provide details.

**J: References of your customers:**

S. No.	Name, address and contact details of your customers	Value of Business (in Rs. Lakh)	Financial Year

**K: Banking Details:** Please enclose cancelled blank cheque along with this form

1. Bank Name with Branch Address
2. IFSC Code
3. Type of
4. Account
5. Account No.

**L: Other Information**

1. Details of any Notice served on the firm / owner / director by any statutory body.
2. Any pending lawsuit against the company / owner / partner / director currently going on in any court in India / abroad.
3. If blacklisted by any customer, kindly provide details.
4. Whether any of your relative is working in Dudhsagar Dairy. If so, please give details.
5. Whether any of your relative is BOD in Dudhsagar Dairy. If so, please give details.



## DECLARATION

I / We certify that the information furnished above is correct and complete to the best of my/our knowledge and belief. If at any time we are found to have concealed any material information or if the same is found incorrect or misleading, MDCMPUL reserves the right to cancel the registration and take any other action as deemed fit without notice or compensation. Also, we undertake to inform you of any subsequent change in the above particulars regarding our business from time to time, to keep all information current. We also undertake the responsibility that in no case we will employ any consultant to deal with MDCMPUL.

We hereby confirm that the above information given by us is true and if at any point of time found wrong / misleading / incomplete, MDCMPUL reserve the rights to accept and/ or reject our offer in whole or part without assigning any reason further. Also, MDCMPUL will not enlist our firm for any enquiry / requirement forever.

(Signature)

Authorised Signatory

Name:

Designation:

Date & Place:

## Annexure 1: Vendor Turnover Details Format

(CA Certificate)

Kindly provide details of turnover as below:

Note: DO NOT INCLUDE TURNOVER OF GROUP COMPANIES. Provide group companies data in the same format separately.

Financial Year	Turnover in Rs.	Operational Profit (in Rs.)	Remarks (if any)
2020-21 (mention period)			
2019-20			
2018-19			
2017-18			
2016-17			
2015-16			
2014-15			
2013-14			
2012-13			
2011-12			
2010-11			

Remarks (if any):

(Signature)

Authorised Signatory

Name:

Designation:

Date & Place:

## Annexure 2: Vendor Experience Format

(to be provided on letterhead of the firm/company)

Kindly provide details of PO executed by you as below:

[illegible]

Remarks (if any):

(Signature)

Authorised Signatory

Name:

Designation:

Date & Place:

### Annexure 3: Attachment List

Following documents are needed along with this Vendor Data Sheet

1. Original Cancelled Cheque
2. True Copy of PAN card
3. True Copy of GSTN
4. Original CA certificate for turnover
5. True Copy of PO mentioned in Annexure
6. True Copy of Licenses / Permits
7. Agreement about group companies on Rs. 300 stamp paper
8. True Copy of ISO certificate (if applicable)
9. List of important customers with their contact details.

## Annexure 4: Check List

The details are to be provided by suppliers in prescribed check list format, as below:

No	Particulars	Confirmation	Page No
1	Agreed to supply material as per specification, Terms & Conditions as enclosed (Yes / No)		
2	GST Registration Number. Please attached document		
3	Copy of PAN Card. Enclosed (Yes / No)		
4	Valid certificates and licenses to be enclosed (Yes / No)		
5	Valid ISO Certificate to be enclosed (Yes / No)		
6	Turn Over Certificate to be attached (Annexure 1)		
7	Experience details provided (Annexure 2)		
8	Vendor Data Sheet		
9			
10			
11			
12			
13			
14			
15			

Remarks (if any):

(Signature)

Authorised Signatory

Name:

Designation:

Date & Place:

# Manufacturer's Authorization Certificate Format (MAF)

(Applicable only if asked specifically in tender. On Manufacturer/OEM Letter head with seal.)

Date: \_\_\_\_\_

To,

Mehsana District Co-operative Milk Producers' Union Ltd., Mehsana

Dudhsagar Dairy, Highway, Mehsana

Gujarat - 384002

Subject: Manufacturer's Authorization Certificate

Reference: E-Tender Document: << Mention tender document number here>>

Tender ID: << Mention tender ID here>>

Dear Sirs,

This is with reference to the above-mentioned tender.

We <<NAME AND ADDRESS OF MANUFACTURER>> hereby authorize <<NAME AND ADDRESS OF BIDDER>> to offer our range of product in their tender bid. Being authorized <<NAME AND ADDRESS OF BIDDER>> may make techno-commercial and commercial proposal for above mentioned tender.

Upon being awarded the PO, <<NAME AND ADDRESS OF BIDDER>> are authorized to supply, install and commission our range of products falling under scope of the tender.

We as Manufacturer will provide all the techno-commercial and service support necessary to <<NAME AND ADDRESS OF BIDDER>> for this project during the commissioning phase of the equipment's and until completion of warranty period as mentioned in tender document. We also ensure that sufficient inventory of spare parts will be kept at our nearest service center for timely service.

Our escalation matrix for support will be as under:

1<sup>st</sup> Level \_\_\_\_\_

2<sup>nd</sup> Level \_\_\_\_\_

3<sup>rd</sup> Level \_\_\_\_\_

Yours faithfully

(Seal & Signature)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Contact Details: \_\_\_\_\_

# Format of Bank Guarantee

(On Non – Judicial Stamp Paper of Rs. 300/-)

Bank Guarantee no.

Date:

This deed of guarantee made this \_\_\_\_\_ day of 20\_\_\_\_ (Two thousand \_\_\_\_\_ ) by (Name and the address of the Bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal, successors and assigns and Mehsana District Co-operative Milk Producers' Union Limited (hereinafter referred to as the DUDHSAGAR DAIRY) which expression shall unless repugnant to the context or meaning thereof include its legal Engineer in-Charge, successors or assigns.

Whereas the DUDHSAGAR DAIRY / its clients has awarded a contract bearing no. \_\_\_\_\_ on M/s \_\_\_\_\_ (name and the address of the party), hereinafter referred to as the contractor, for the execution, completion and the maintenance of \_\_\_\_\_

And whereas, the contractor has agreed to submit a performance security in the form of a bank guarantee to the DUDHSAGAR DAIRY as per the terms and conditions of the bidding documents and the contract which will be kept valid up to \_\_\_\_\_ calendar months from the date of bank guarantee (the period should be till end of Period of Maintenance). And whereas, the bank and its duly constituted agent and officer has already read and understood the contract made between the DUDHSAGAR DAIRY and the contractor.

In consideration of the DUDHSAGAR DAIRY having agreed to award the contract on the contractor, we \_\_\_\_\_ (the bank), do hereby guarantee, undertake, promise and agree with the DUDHSAGAR DAIRY, its legal Engineer in-Charges, successors and assigns that the within named (the name of the contractor) their legal Engineer in-Charges and assignees will faithfully perform and fulfil everything within the bidding document and the contract 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 DUDHSAGAR DAIRY a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being 7.5% of the contract value, in case the contractor, their legal Engineer in-Charges and assignees do not faithfully perform and fulfil everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations there under.

In case, the Contractor fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the DUDHSAGAR DAIRY is entitled to demand an amount equivalent to 7.5% of the Contract value from the Contractor and the demand made by

the DUDHSAGAR DAIRY itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfil his obligations under the Contract and neither the Contractor nor the Bank shall be entitled to performance or fulfilment on any ground whatsoever.

We, (the name of the Bank), do hereby undertake to pay an amount equivalent 5.0% of the Contract value, being the amount due and payable under this guarantee, without any demur, merely on a demand from the DUDHSAGAR DAIRY stating that the amount claimed is due by way of non-performance of the Contractual obligations as aforesaid to perform the said contractual commitments, 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 amount equal to 5.0 % of the Contract value.

We, the bank, further agree that the performance security herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of the bank guarantee (the period shall be till the end of Period of Maintenance) whichever is later or till the DUDHSAGAR DAIRY certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the DUDHSAGAR DAIRY on or before \_\_\_\_\_ we shall be discharged from all liabilities under this performance security hereafter.

We, the bank, further agree with the DUDHSAGAR DAIRY that the DUDHSAGAR DAIRY shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of the bidding document and the Contract or to extend the time of performance by the said Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the DUDHSAGAR DAIRY against the Contractor and to forbear or enforce any of the terms contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor, or for any forbearance, act or omission on the parts of the DUDHSAGAR DAIRY to the said contractor by any such matter or thing whatsoever which under the law relating to sureties 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 DUDHSAGAR DAIRY may have or hereafter possess in respect of the works executed or intended to be executed and the DUDHSAGAR DAIRY shall be under no obligation to marshal in favour of the bank any such securities or funds or asset that the DUDHSAGAR DAIRY may be entitled to receive or have a claim upon and the DUDHSAGAR DAIRY 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 DUDHSAGAR DAIRY serving us with a notice, 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.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not fact has been delivered to the bank.

In order to give full effects 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, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DUDHSAGAR DAIRY in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). The guarantee shall remain in force until \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date (the date of expiry) all rights of the DUDHSAGAR DAIRY under the guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

SIGNATURE

PLACE

DATE

SEAL

NOTE: The Bidder should ensure that the seal and code no. of the signatory is put by the bankers, before submission of the bank guarantees. The entire bank guarantee should be obtained from Nationalized / Scheduled bank and large private banks only.