

**Schedule - II**

**CATTLE FEED FACTORY PACHAMA/MANGLIA/BANDOLE/SAGAR/SHIVPURI**

**Quality Parameter of Raw Material**

S.no	Items	Quality Characteristics	Acceptance Criteria	Rebate	Reference Standard
1	Milo/Maize /Bajra	a)Moisture	10% Max.	1% per unit up to 12%, 2% up to 13%, Rejected if above 13%	IS 7874 (PART-1)-4
		b)Dust %	1% Max	1 -2% @ 1% per unit, 2-3% @ 2% per unit, 3-6% @ 3 % per unit	
2	Rice Bran	a) Moisture	10% Max.	1% per unit up to 12%, Rejected if above 12%	IS 7874 (PART-1)- 4,7,10.
		b) Oil	16% Min.	6.25% per unit up to 10%, Rejected if Less than 10%	
		c) Silica	5% Max.	1% per unit up to 6%, 2% per unit up to 8% Rejected if above 8%	
3	DORB	a) Moisture	10% Max.	1% per unit up to 12%, Rejected if above 12%	IS 7874 (PART-1)- 4,5,10.
		b) Protein	15% Min.	2% per unit up to 13%, 4% per unit up to 12% Rejected if Below than 12%	
		c) Silica	5% Max.	2% per unit up to 6%, 3% per unit up to 8% Rejected if above 8%	
4	Sunflower Extraction	a) Moisture	10% Max.	1% per unit up to 12%, 2% per unit up to 15%	IS 7874 (PART-1)- 4,5,8,10.
		b) Protein	32% Min.	1% per unit up to 30%, 2% per unit up to 28%	
		c) Fiber	22% Max.	3% per unit below 28% 1% per unit up to 27%, 2% per unit up to 28%	
		d) Silica	2.5% Max.	,3% per unit up to 29% 1% per unit up to 3% , 2% per unit up to 5%	
5	Rape Seed  DOC	a) Moisture	10% Max.	1% per unit up to 12%, Rejected if above 12%	IS 7874 (PART-1)- 4,5,8,10.
		b) Protein	37% Min.	1% per unit up to 35%, 2% per unit up to 30% Rejected if Below than 30%	
		c) Fiber	12% Max.	1% per unit up to 15% Rejected if above 15%	
		d) Silica	2.5% Max.	1% per unit up to 3%, 2% per unit up to 5% Rejected if above 5%	

S.no	Items	Quality Characteristics	Acceptance Criteria	Rebate	Reference Standard
6	Rice Bran Coarse	a) Moisture b) Oil c) Silica	10% Max. 5% Min. 15% Max.	1% per unit up to 12%, 2% per unit up to 15% 4% per unit 1% per unit up to 18, 2%, per unit up to 20%	IS 7874 (PART-1)-4,7,10.
7	Ground Nut Extraction	a) Moisture b) Protein c) Fiber d) Silica	10% Max. 45% Min. 13% Max. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 43%, 2% per unit up to 41%, 3% per unit below 41% 1% per unit up to 16%, 2% per unit up to 20% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)-4,5,8,10.
8	Kardi Extraction	a) Moisture b) Protein c) Fiber d) Silica	10% Max. 20% Min. 33% Max. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 18%, 2% per unit up to 16% 1% per unit up to 35%, 2% per unit up to 40% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)-4,5,8,10.
9	Babul Churi	a) Moisture b) O+P c) Fiber d) Silica	10% Max. 22% Min. 15% Max. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 20%, 2% per unit up to 15%, 3% per unit below 15% 1% per unit up to 18% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)-4,5,7,8,10.
10	Ground Nut Cake	a) Moisture b) O+P c) Fiber d) Oil e) Silica	10% Max. 50% Min. 12% Max. 7% Min. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 48%, 2% per unit up to 46%, 3% per unit below 40%, 4% per unit up to 38% 1% per unit up to 15% 4% per unit 1% per unit upto3%, 2% per unit up to 5%	IS 7874 (PART-1) 4,5,7,8,10.

S.no	Items	Quality Characteristics	Acceptance Criteria	Rebate	Reference Standard
11	Ambadi Oil Cake	a) Moisture b) O+P c) Fiber d) Oil e) Silica	10% Max. 35% Min.  15% Min. 7% Min. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 33%, 2% per unit up to 31%, 3% per unit below 31% 1% per unit up to 18% , 2% per unit above 18% 4% per unit below 7% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1) 4,5,7,8,10.
12	Sunflower Oil Cake	a) Moisture b) O+P c) Fiber d) Oil e) Silica	10% Max. 39% Min.  15% Min. 12% Min. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 37%, 2% per unit up to 35%, 3% per unit below 35% 1% per unit up to 17% , 2% per unit up to 20% 4% per unit below 12% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1) 4,5,7,8,10.
13	Niger Oil Cake	a) Moisture b) O+P c) Fiber d) Oil e) Silica	10% Max. 40% Min.  12% Min. 7% Min. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 38%, 2% per unit up to 36%, 3% per unit below 36% 1% per unit up to 15%, 2% per unit above 15% 4% per unit below 7% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5,7,8,10.
14	Rape Seed Oil Cake	a) Moisture b) O+P c) Fiber d) Oil e) Silica	10% Max. 40% Min.  12% Min. 8% Min. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 38%, 2% per unit up to 36%, 3% per unit below 36% 1% per unit up to 15% , 2% per unit above 15% 4% per unit below 8% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5,7,8,10.
15	Cotton Seed Deoiled Cake	a) Moisture b) Protein c) Fiber d) Silica	10% Max. 40% Min.  10% Max. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 38%, 2% per unit up to 36%, 3% per unit below 36% 1% per unit up to 16% , 2% per unit up to 20% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5.,8,10.

S.no	Items	Quality Characteristics	Acceptance Criteria	Rebate	Reference Standard
16	Maize Grit	a) Moisture b) O+P c) Silica	10% Max. 14% Min. 1% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 12%, 2% per unit up to 10% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5,7,10.
17	Guar Churi	a) Moisture b) O+P c) Fiber d) Silica	10% Max. 45% Min. 9% Max. 1% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 43%, 2% per unit up to 39%, 3% per unit up to 35% 1% per unit up to 12% ,2% per unit up to 14%, 3% per unit up to 16% 1% per unit up to 2% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5,7,8,10.
18	Bhagar husk	a) Moisture b) Oil c) Silica	10% Max. 7% Min. 10% Max.	1% per unit up to 12%, 2% per unit up to 15% 4% per unit below 7% 1% per unit up to 12% , 2% per unit up to 15%	IS 7874 (PART-1)- 4,,7,10.
19	Ambadi Extraction	a) Moisture b) Protein c) Fiber d) Silica	10% Max. 30% Min. 15% Max. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 28%, 2% per unit up to 26% 1% per unit up to 18% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5,8,10.
20	Niger Extraction	a) Moisture b) Protein c) Fiber d) Silica	10% Max. 36% Min. 18% Max. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 34%, 2% per unit up to 32%, 3% per unit below 32% 1% per unit up to 20%, 2% per unit up to 22%, 3% per unit up to 24% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5,8,10.

S.no	Items	Quality Characteristics	Acceptance Criteria	Rebate	Reference Standard
21	Molasses	a)A grade			
22	Mango DOC	a) Moisture b) Protein c) Fiber c) Silica	10% Max. 8% Min. 3% Max. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 6% 1% per unit up to 5% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1) 4,5.8,10.
23	Soya DOC	a) Moisture b) Protein c) Silica	10% Max. 44% Min. 2.5% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 42%,2% per unit up to 40%, 3% per unit up to 38% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1- 4,5.10.)
24	Tapioca	a) Moisture b)CHO c)O+P d) Silica	10% Max. 72% Min. 8% Min. 3% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit below 72% 1% per unit up to 6% 1% per unit up to 4 % , 2% per unit up to 5%	IS 7874 (PART-1) 4,5.7,8,9,10.
25	Guar Korma	Moisture O+P  Fiber  Silica	10% Max. 50% Min.  7% Max.  1.0% Max.	1% per unit up to 12%, 2% per unit up to 15% 1% per unit up to 45%, 2% per unit up to 41%, 3% per unit up to 35% 1% per unit up to 10% ,2% per unit up to 12%, 3% per unit up to 14% 1% per unit up to 3% , 2% per unit up to 5%	IS 7874 (PART-1)- 4,5.7,8,10.
26	Technical/ Industrial Grade Urea (For Industrial Use)	<b>Nitrogen content 46%</b>	<b>Urea shall be free from neem content / unwanted material / toxic materials and heavy materials that are not Recommended for Cattle feed manufacturing.</b>		
27	Rice Nakku/Rice Kanni	a)Moisture b) ProteinO+A c)Oil d)Fiber e) Silica	10 % Max. 8% Min. 1.0% Min 2.0% Max 0.5% Max	1% per unit up to 11%, 1.5% per unit up to 12% 1% per unit up to 7, 1.5%, per unit up to 6% Rejected if below 1% 1% per unit up to 4, 1.5%, per unit up to 6% 1% per unit up to 1, 1.5%, per unit up to 2%	

## Schedule II Continue

### **TERMS AND CONDITIONS RELATED TO QUALITY REBATE OF RAW MATERIAL FOR THE SUPPLIES MADE BY THE TENDERER.**

#### **ANNEXURE**

1. The given percentage composition/approximate analysis of the various raw materials holds good on as such basis and not on moisture free basis.
2. Raw materials must be fit for live stock.
3. De oiled cakes and extractions should be the product of continuous processing Plant.
4. Materials supplied within a bag or between different bags must be of uniform quality both on the basis of gross examination as well as on the basis of chemical analysis.
5. If the material supplied are found to be inferior quality as compared to given specifications, Cattle Feed Plant will have the option either to reject the material altogether or to accept the same at reduced rates determined on the basis of given rebate schedule or as indicated otherwise by competent officers of the plant.
6. Generally the material will be rejected/redirected as soon as the short fall in quality exceeds the acceptance limits laid down under the relevant schedule but under very special circumstances Cattle Feed Plant reserves the right to accept the materials outside the acceptance limit and make payment to suppliers after extrapolating rebate beyond final limits indicated under the given rebate schedule.
7. Rebate for different quality indexes /are summarative in nature both within a stage if any and in between the two / more than two stages.
8. Any quality characteristics not covered under given rebate schedule but are found suffering shall be dealt with suitably according to the discretion of the competent officers for the purpose of total rejection or imposing additional deductions.
9. Raw Material in general and cakes in particular should be free from Castor/Mahua /Neem/Katili Cake etc.
10. In case of items whose specification have not been laid down/indicated by Cattle Feed Plant available specification of BIS./ICAR/NDDDB or other State Dairy Federations/ Milk Unions shall be considered as binding on the supplier.
11. Cattle Feed Plant reserves the right to add any new parameter of quality especially in relation to new Toxic Principles, as and when felt necessary & will be binding on supplier.
12. All material supplied by Firms must be fresh and free from harmful Toxic Particles: Adulterants, Insects, Fungus, Pathogenic Micro organisms including their Spores. Musty state/ Objectionable abnormal odour, sour/rancid/unnatural taste, Abnormal Colour, Extraneous matters in the form of dust, or grossly detectable Foreign bodies, unwanted chemical & biological deterioration i.e. rancidity, fermentation, putrefaction, charring and lumps etc. In case the competent officer is not satisfied on account of

- above stated parameters of quality, he will have the option either to reject the substandard material or accept the same at reduced rates.
13. If the quality of material supplied is found superior in respect of any index, generally no premium shall be allowed except for items and indexes otherwise covered/accepted separately for this purpose under the terms and condition of quality/rebate.
  14. The results of analysis of samples specially when there is a case of total rejection or shortfall in quality shall ordinarily be communicated to the supplier from the plants by Seventh ( 7<sup>th</sup> ) day or next working day in case of holidays after the receipt of goods at the plant. However firm will have to live with the delay occurring on account of circumstances beyond the control of plant management
  15. No supplies will ordinarily be got unloaded after normal office hours or on holidays.
  16. After arrival of goods in the plants premises, four bags shall be randomly drawn and checked for gross inspection to evaluate general quality and characteristics/defects i.e. foreign body, lumpiness, infestation, wetness deterioration/damage, foul odour & abnormal taste/color or the uniformity in the quality of the material supplied within the bag or between different bags and in respect of quality of packing After conducting such gross inspection, if competent officer become convinced that material supplied is of sub standard quality, he can order to redirect the consignment without unloading or if it has been unloaded partially, wholly after reloading the goods in the original truck at the risk and cost of supplier. In such events a representative sample is required to be drawn and preserved at the plant as usual to subsequently testify the propriety of such action.
  17. If the consignment passes in the inspection test, a representative sample from 10 to 100 percent bag shall be drawn according to standard procedure by the plant staff under the supervision of Animal Nutrition Officer/Deputy Manager (AN) or his assignee at the time of unloading of goods at the plant. If the supplier so desires. he can depute his authorize representative to associate with the work of sampling and sealing etc, failing which the truck driver will be involved in the task and will be deemed as representative of supplier for legal purposes . Until permitted by the Cattle Feed Plant no drawing of official sample the second time will be allowed.
  18. The representative sample as drawn above will be divided in to 4 identical parts labeled and sealed by the ANO and representatives of supplier if any, under joint signature. One sealed sample will be sent to plant Laboratories for routine testing as per standard procedure and the remaining three samples shall be kept preserved with the Manager, cattle feed factory.
  19. Ordinarily the results of plant analysis will be communicated to the supplier at the time of the personal visit or through post within 7 days after receipt of the material.
  20. As soon as full or part payment in respect of any consignment is accepted by the Supplier, it will be presumed that the result of the analysis obtained at plant laboratory has been accepted by the Firm concerned, entitling plant to destroy the three preserved samples and supplier will have no right to raise any dispute in respect of quality.
  21. If the finding of the plant analysis in respect of one or more than one index of quality are not acceptable to the supplier, the later can lodged a written request within 7 days to the officer concerned for reanalysis of second preserved sample from independent laboratories. Supplier can opte the following Laboratories for reanalysis :- Central Q.C. Lab RCDF- Jaipur, N.D.D.B. Anand, IVRI-Izzatnagar, NIANP – Banglore, NDRI-Karnal, CFTRI–Mysur, CTRI – Lucknow, Italab Pvt. Ltd. S.G.S. India Pvt Ltd., Geo-Chem Lab., Nikasu Lab, & J.Parikh Bombay.

22. If the results of second test got done on the initiative of the supplier is not acceptable to the plant, the later will have choice to sent third sealed sample within 7 day to one of the independent laboratories. After having obtained results of three replicate samples, dispute shall be settled on the basis of the average of the two nearest results.
23. All responsibilities on account of delay due to dispute in analysis will be borne by supplier.
24. No reanalysis will be allowed for contents of moisture.
25. Supplier will have no powers to challenge rejection or imposition of additional rebate by the plant on the basis of deviation in gross quality characteristics.
26. If Ether Extract (**oil**) contents is found more than guaranteed limit in otherwise normal quality Rice bran, Rice Polish, Premium @ 1:3.125 ratios will be allowed to the supplier up to 2% only.
27. Similarly if sand silica content is found lower than the guaranteed limit in otherwise normal quality DORB, Rice bran premium @ 1:0.5 will be allowed to the supplier up to 3% only.
28. A pooled sample will be prepared from consignment received in same day but if competent officer finds variation in quality on physical examination he may prepare different samples of any consignment.
29. For increase in O+A in case of Oil cakes and De oiled cakes for premium will be paid 1% per unit up to 2 units only.
30. 1:1 notation in respect of rebate means deduction in payment of “1% for every one unit variation in percentage composition over the guaranteed compositions or even the percentage composition indicated under previous stage cut. Similarly, 1:1 notation in respect of rebate means deduction @ 1% for every one unit variation in percent composition over the guarantees percentage composition or percentage composition indicated under the previous stage of cut.



### Schedule - III

CATTLE FEED FACTORY PACHAMA/MANGLIA/BANDOL/SAGAR & SHIVPURI  
UNIT: BHOPAL/INDORE/JABALPUR/BUNDELKHAND/GWALIOR SAHAKARI DUGDH  
SANGH MARYADIT

TERMS AND CONDITIONS FOR SUPPLY OF RAW MATERIALS TO CATTLE FEED FACTORY  
PACHAMA (DISTRICT SEHORE), MANGLIA (DISTRICT INDORE), BANDOL (DISTRICT SEONI),  
SAGAR (DISTRICT SAGAR), SHIVPURI (DISTRICT SHIVPURI)

- 1 Only such Firms shall be eligible to supply which are bonafide Manufactures/ Suppliers/ Contractors of Cattle feed Raw Material/Technical Grade Urea.

**For Technical /Industrial Grade Urea, suppliers should be authorized to supply the Technical grade Urea.**

- 2 Tenderer should submit latest Income Tax Clearance Certificate, Commercial Tax Clearance Certificate / any other statutory tax applicable from the Assessing Authority.
- 3 Rates per unit must not under any circumstances be altered and the rates must be entered correctly in prescribed template.
- 4 The approved supplier shall be deemed to have carefully read the terms and conditions including specifications/ quality rebate etc. as given on the MPCDF e-tendering portal and no relaxation shall be permitted on account of ignorance / ambiguity etc.
- 5 All the supplies shall be in accordance with the specifications, terms and conditions quality rebates appended as per schedule-II.
- 6 In case any of the supplies are not accepted then expenses or loss caused as a result of **rejection, replacement** of supply shall be entirely borne by the supplier. The rejected supplies must be lifted by the supplier, within 3 days from the receipt of intimation failing which suppliers will be liable to pay storage charges @ Rs.0.50 per bag per day. However CFF shall in no case be responsible for any loss by shortage/ damage/ theft/fire etc. that may occur in such case. In the event of lack of response from the supplier the rejected goods shall ultimately be auctioned at the cost of supplier & proceed will be remitted/ adjusted to the Firm after making recovery of dues if any.
- 7 The Supplier shall be responsible for the proper standard packing so as to avoid pilferage, damages under normal condition of transport/ storage/unloading etc.

Otherwise Cattle feed factory shall be free either to reject the supply or to accept the same at reduced rates as determined as per given rebate schedule & impose and recover labor charges incurred at actual.

- 8 All quoted rates must be F.O.R. Cattle Feed Plant Pachama/Manglia/Bandole/Sagar/Shivpuri destination at site inclusive of all expenses and taxes etc. and on basis of Rs. per. M.T.. i.e. excise, advoloram Sales tax, Octroi and any other Central/State levies. No additional expenses and taxes shall be considered.
- 9 The quoted rates must be on gross weight basis and the packing/gunnies shall not be returned.

**10(i) For all the suppliers it is compulsory to deposit EMD of Rs. 1,00,000.00 (One Lakh) for one item, Rs. 2,00,000.00 for two items and he can offer rates for all CFF ie; Pachama/Mangalia/Bandol/shivpuri/sagar respectively for one or two particular items for which it has been deposited. Similar is the case for 03 Items i.e; Rs. 3,00,000.00 (Three Lakh). The Bidder who has deposited Rs. 4,00,000.00 shall be eligible to offer his rates for all CFF ie; Pachama/Mangalia/Bandol/shivpuri/sagar for all the items like DORB, RICE BRAN, DOC, GRAIN and Technical/Industrial Grade Urea (TGU) etc.**

**10(ii) If the bidder wants to offer for one item then he will have to deposit Rs. 1,00,000.00 as EMD and upload the exemption letter (Schedule IV) for the exemption of remaining amount of Rs. 3,00,000.00 after choosing the exemption option in EMD. This will be applicable for two or three items as needed. (for two items EMD will be Rs. 2,00,000.00 and for three items EMD will be Rs. 3,00,000.00)**

**10(iii) The Earnest Money is to be deposited online in website [www.mptenders.gov.in](http://www.mptenders.gov.in) and if the supplier has already deposited the EMD then no further deposit online is needed for the item for which it has been deposited.**

**10(iv) The rate offered for any item will not be accepted without EMD.**

11 The goods will be delivered at cattle feed factory godown in perfect condition. The suppliers if so desire may insure his goods while in transit against risk etc. at their own cost.

12 Weighment recorded at certified weigh bridge at Cattle feed Factory shall be final and binding on contractors/suppliers. Weighment charges applicable from time to time will have to borne by suppliers.

13 Empowered Committee reserve the right to accept/ reject/defer any tender partially or fully without assigning any reason thereof.

14 Although an approximate idea about the likely quantity of raw material required at each occasion/month would be made known to the indenting registered firm before the opening of the monthly tender as far as possible but CEO, BSDS/ISDS/JSDS/GSDS/BKDS reserves the right to approve and place order for any quantity that it deem fit. Under contingencies, with the one week notice, the cattle feed factory Manager/ in charge have powers to cancel the order, increase or decrease the quantity and amend the supply schedule without entertaining any claim of damages or loss from the firm concerned.

15 CEO, BSDS/ISDS/JSDS/GSDS/BKDS also reserves the right to repudiate the approval of rates or monthly purchase order at any time if supplies are not received with full satisfaction, in accordance etc. and make goods requirement from alternate sources if necessary at the risk and cost of approved supplier.

16 CEO, BSDS/ISDS/JSDS/GSDS/BKDS also reserves the right to suspend/cancel the registration of e-registered firms after black listing if the performance of registered firm with respect to quality and time of supplies etc. is found unsatisfactory and forfeit the earnest money/security deposit to recover other dues/ amounts in any other way including legal recourse.

- 17 Earnest Money and security deposit shall continue to remain with the CEO. BSDS/ISDS/JSDS/GSDS/BKDS till firm concerned do not make a specific request to cancel and to refund security deposit/earnest money amount or till the firm is not black listed at or had become liable on any ground for forfeiture of earnest money/security deposit.
- 18 Payments against the supplies made strictly according to given schedule and guaranteed specification shall be released to the suppliers within 90 days after the receipt of consignments (total ordered quantity) along with valid bill and subject to completion of all other formalities. Plant reserves the right to with hold due payment of suppliers in the event of further non supplies etc. to allow easy recovery of differential amount on account of likely risk purchase or short supply compensation etc. However 80% will be made within 30 days.
- 19 Ordinarily Payment will be released through NEFT/RTGS only.
- 20 Direct or indirect canvassing on the part of Applicant/Tenderer or their representative at any stage will disqualify their tender. If at any stage it is found that the  
  
firm has deliberately concealed some fact or has furnished wrong information, shall be liable for cancellation.
- 21 The approval of rates shall be communicated to supplier by Cattle feed plant within one week after the opening of tender of each month.
- 22 The Registered Firm shall not be entitled to claim any interest from BSDS/ISDS/JSDS/GSDS/BKDS Son the amount of Earnest Money/Security Deposit or on any other disputed payments lying with BSDS/ISDS/JSDS/GSDS/BKDS Plant level if any from time to time.
- 23 Purchase orders shall be issued by Cattle feed factory or directly from the BSDS/ISDS/JSDS/GSDS/BKDS at the earliest, as per requirement .
- 24 The suppliers shall always be given maximum 3 days time to start the supplies from the date of start of each schedule. No. risk purchase in the account of supplier would be made at the plant before 3 days after the issuance of purchase order by the CFF (BSDS/ISDS/JSDS/GSDS/BKDS). The entire quantity of supplies/indented under the purchase order/approval letter will have to be completed as per schedule given in the purchase order.
- 25 The supplies shall be made strictly as per given specification and as per time schedule given in the purchase order/approval letter. In case of failure of the firm on these accounts, the Cattle feed factory shall be at liberty to purchase goods from alternate sources at the risk and cost of the approved suppliers without giving any notice and the supplier would be under obligation to make good the losses caused to the BSDS/ISDS/ JSDS/GSDS/BKDS on such account either from the sum payable to the supplier or by any other resource including the legal one to recover the loss so caused to it.
- 26 Plant will resort to risk purchases only when smooth supply production interrupted/threatened or production of standard quality feed accounting to least cost formula becomes difficult.

- 27 Late supplies maximum by 5 days only can be accepted at Cattle feed Plant subject to imposition of late penalty as per stipulated condition.
- 28 In the absence of any satisfactory reason for such delay in supplies late penalties @ 2% per day shall be recovered by Manager Cattle feed Plant from the defaulting supplier.
- 29 If the short supplies is more than 10% / one truck of 12 M.T. whichever is less of the ordered quantity, short supply compensation up to the maximum 5% shall be recovered from the approved supplier for the quantity of materials which he ultimately fails to supply or which remains unfulfilled even after resorting to risk purchases over the quantity ordered for any month.
- 30 In case of any dispute arising between Tenderer and Cattle Feed Plant the matter shall be referred to MD, MPCDF who will act sole arbitrators and finally pass his verdict which will be final and binding on both the parties.
- 31 All legal proceedings shall have to be lodged within the jurisdiction of Bhopal/Indore/Gwalior/Jabalpur Courts respectively. In any dispute arising from or out of their Contract, the Courts situated at Bhopal/Indore/Gwalior/Jabalpur Sahakari Dugdh Sangh alone shall have jurisdiction to the exclusion of other Courts anywhere.
- 32 BSDS/ISDS/JSDB/GSDS/BKDS Reserves the right to rectify any human clerical/typing mistake at any point of time without any objection or claim from the side of Suppliers.
- 33 Quality condition and Specification / Rebate schedule given be read as part and parcel of Terms and Conditions.
- 34 Goods received at the cattle feed plant in the name of one supplier shall not be transferred in the name of other supplier. Any unlawful cutting/ alternation in the consignment or in the road transport built will not be accepted. In such cases material will be booked in the name of consignor originally mentioned under the challan or built.
- 35 Until asked for in writing by the CFF supplier themselves will be responsible for excess supplies (If the excess is more than 5% / one truck load of 12 MT whichever is less) Cattle Feed plant have full powers to ask the supplier to lift it at his own cost or accept payment at any rate that is deemed fit at the discretion of Manager CFF.
- 36 The weight recorded at the Cattle Feed Factory certified weigh bridge shall be final and binding on the supplier. Supplier if so desired may depute his authorized representative at the time of weight, sampling and inspection etc. failing which findings of the CFF shall be final and binding on the supplier. In such cases the Signatures/Thumb impressions with name of the Driver shall be sufficient testimony to the authenticity of the findings.

- 37 Except for lifting the rejected goods by the supplier at his own risk and cost he shall have no other option to replace the same. Goods received at the CFF but rejected shall straight away be treated as non supply for purpose of risk purchases or assessing non supply etc.
- 38 Only actual delivery of goods at CFF shall be counted as supplies without cognizance to more evidence of dispatch. Whatever may the reasons for delay in transit, CFF will not grant any relaxation to suppliers on such ground.
- 39 If the goods supplied are not or can not be unloaded due to cause beyond control such as strike, lock out, civil disturbances and fire etc. the seller shall have to withdraw the goods at his own risk, cost and supply the same on date mutually agreed in writing between the two concerned parties.
- 40 The supplier shall deliver the ordered goods in sound second hand gunny bags, if the bags are found substandard Cattle feed factory will have the option to either, reject the consignments altogether or accept the same after appropriate deductions.
- 41 BSDS/ISDS/JSDS/GSDS/BKDS shall be issuing necessary forms to the suppliers for availing tax concessions only at the time of final payment and not at the time of any of the interim/part payments.
- 42 If last day under any supply schedule happens to be a holiday, supplies made by the firm on next working day will be accepted by the CFF without any penalty but no halting charges will be given.
- 43 If the circumstances permits CFF management will get the material reaching on holiday or after office hours unloaded but the unloading/labour charges at actual will be charged and for drawing a samples such firms will have to depute its representative on next working day.
- 44 BSDS/ISDS/JSDS/GSDS/BKDS Swill not consider the application of such applicant who has earlier been debarred/censured/blacklisted or even those firms who have on their role employees/executive /proprietors/partners of another already barred/censured/black listed firms in one or the other capacity.
- 45 BSDS/ISDS/JSDS/GSDS/BKDS Reserves the right to have all time free access for the inspection of the go down and or works and or office premises of the Tenderer before of after the registration without giving any notice.
- 46 BSDS/ISDS/JSDS/GSDS/BKDS shall hold no responsibility on account of postal delay at any stage or for loss of offer's approval of rates/purchase orders etc. in any other way. Communication made from Bhopal/Indore/Gwalior/Jabalpur Sahakari Dugdth Sangh in the form of fax/email or letter having valid dispatch number and date will be treated valid and binding on the firms for all legal purposes.
- 47 On acceptance of rate offer by CFF it will be treated as a valid executed agreement for all the purposes between the two parties.

### Commonly used abbreviations

MPCDF	Apex Body	MP State Cooperative Dairy Federation
CFF, Pachama	Cattle Feed Factory, Pachama	(A Unit of Bhopal Sahakari Dugdha Sangh)
CFF, Sagar	Cattle Feed Factory, Sagar	(A Unit of Bundelkhand Sahakari Dugdha Sangh)
	Union Level	Bundelkhand Sahakari Dugdha Sangh
CFF, Manglia	Cattle Feed Factory, Manglia	(A Unit of Indore Sahakari Dugdha Sangh)
	Union Level	Indore Sahakari Dugdha Sangh
CFF, Bandole	Cattle Feed Factory, Bandole	(A Unit of Jabalpur Sahakari Dugdha Sangh)
	Chief Executive Officer	Jabalpur Sahakari Dugdha Sangh
CFF, Shivpuri	Cattle Feed Factory Shivpuri	(A Unit of Gwalior Sahakari Dugdha Sangh)
	Chief Executive Officer	Gwalior Sahakari Dugdha Sangh
Empowered Committee	Committee formulated by Managing Director, MPCDF of officers of MPCDF and Dugdha Sanghs which is the prime decision making committee for operations of cattle feed factories Pachama, Manglia, Bandole, Sagar & Shivpuri.	

#### NOTE :-

1. Tenderer should submit rates for whole quantity required above or a minimum of 50% of required quantity. If more than one bidder qualifies for supply it would be Empowered Committee to decide supplier name for supplies.
2. Tenderer should abide by supply schedule given in the Tender. However Manager, CFF shall have full rights to change the supply schedule as per requirement of Cattle Feed Factory.
3. Approved Tenderer (grain supplier) should submit no objection certificate from respective Mandi along with the consignment.
4. From Item Bajara, Maize & Jawar any one (01) Item having lowest rate shall be purchased.
5. New Suppliers (whose EMD is not deposited with Cattle feed Factories) are required to submit the specified E.M.D online before the Expiry Date and Time of Submission of Bid.