

Terms & Conditions

1.0 **ITEM:**

De-Oil Rice Bran (DORB)

2.0 Quantity: As per the terms of Reverse Auction.

Excess Supply: 25 MT or 5% of the PO quantity or whichever is lesser.

Less Supply: Maximum 5% i.e. quantity to be supplied minimum 95% of business allocation else same will be considered as delayed supply.

3.0 **SPECIFICATIONS: Enclosed**

4.0 **Testing:**

Member Unions can get the goods tested as per the specifications at unloading point. For this purpose, he can use his own lab facilities or a nearby lab.

Reference of Testing Methods:

Sr.No.	Test	Reference
1	Sample Size	IS: 2052- 1979, APPENDIX C
2	Moisture	IS 7874 (Part- I) : 1975
3	Protein	IS 7874 (Part- I) : 1975
4	Fat	IS 7874 (Part- I) : 1975
5	Crude Fiber	IS 7874 (Part- I) : 1975
6	Silica	IS 7874 (Part- I) : 1975

Samples for testing would be drawn from each bag of each consignment and results of our Member Union's laboratory shall be considered as final. A copy of testing reports shall be shared to the supplier.

In case of dispute on quality reports, the supplier needs to arrange testing of the samples drawn by the Member Union at a mutually agreed lab from the list given at Annexure I and at Centre for Analysis & Learning in Livestock & Food (CALF), Near IRMA Gate, Anand 388 001. In such a case the Supplier will have to bear the cost of testing. (For Moisture, retesting is not allowed)

The quality reports received from the mutually agreed lab or CALF would be considered as final.

In case the goods fail the test as per the specifications prescribed, the supplier will replace the goods as per specifications within the delivery time period OR Member union may accept with proportionate rebate / penalty as deemed fit

5.0 **PRICE** : : As per Reverse Auction Report

6.0 **DELIVERY**:

The successful supplier shall have to supply the ordered quantity of DORB as per the specifications prescribed within the time frame mentioned during the Reverse Auctions schedule. 50% of PO quantity to be supplied in first half of delivery period given and/ or Supplier has to follow Delivery Schedule provided by Member Union.

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

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

1. The supplier's invoice showing Purchase Order No., Goods Description, Quantity, Unit price, Total amount etc.
2. Delivery note / Packing list. (Actual No of Bags with type i.e. HDPE/PP/jute bag to be mentioned).
3. Lorry receipt.
4. Certificate of origin (for imported items).
5. Excise Gate Pass / Octroi receipts, where ever applicable
6. Any other document evidencing payment of statutory levies.

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

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

The minimum weight of empty HDPE/PP bag (200gm) / jute bag (1 kg) will be deducted from the received/accepted weight for making payments.

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

In case of delayed supply as per the above given delivery schedule liquidated damage for delay in supply shall be recovered to be computed @ 3% of the value of goods received upto one week. Undelivered quantity beyond one week from the mandated delivery time frame will termed as default and accordingly forfeiture will be initiated to the extent of undelivered quantity. In addition to this, we reserve the right to forfeit the security deposit and/ or blacklist the firm.

Short Delivery

1. It is expected that all the suppliers meet their commitment of full supply within the delivery period as mentioned in the PO.
2. If the total quantity supplied is less than 95% of the PO quantity, the differences in the cost of short supply quantity will be recovered from the supplier as per following formula

Difference of cost per MT to be recovered from supplier

$$= (Q1 - Q2) * (R1 - R2)$$

Where

Q1 = PO quantity in MTs

Q2 = Quantity Actually supplied in MTs

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

R2 = The PO rate in Rupees/MT

OR

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

The suppliers, who will default on delivery (100%) at any Member Union, will be blacklisted for participating in any future Reverse Auction for next one month.

In case of rejections in supplies made by you, no payment will be made by Member Unions. Further the rejected material will be defaced / handled by the member unions as they deem fit, and will be return to you at your cost. If the rejected material is not lifted by you within 7 days from the date of intimation the dairy is free to charge storage charges or dispose off the material as they may deem fit.

If the R.R. is not received in time, wharfage charges (Rs. 50 per MT per day) will be to supplier's account.

7. Force Majeure

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

The party unable to carry out its contractual obligations shall immediately advise the other party of the commencement and the termination of the circumstances preventing the performance of the contract. A certificate issued by the respective Chamber of Commerce shall be sufficient proof of the existence and duration of such circumstances.

8. PAYMENT:

Payment will be released within 30 days from the date of receipt of goods or invoice whichever is later and if material is found acceptable as per our specification. Payment shall be released by Cheque payable at Par or RTGS.

In case, where the issue of “ At Par Cheque is difficult, payment shall be made by DD. If Member Unions have paid the DD charges to the bank, same shall be recovered from the concerned suppliers.

9. Approval:

The Suppliers shall have all the necessary legal approvals required (if any). Member Union will not be responsible for the same.

10. MAINTAINING OF ETHICAL STANDARDS IN BUSINESS:

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

11. JURISDICTION:

In case of any dispute arising out of this contract, jurisdiction will be the head quarter of ordering Unions.

The addresses of our member unions to whom supplies are to be made are as under.

<p>The Managing Director Kaira DCMPU Ltd., Anand – 388 001 KA: Sh. Amit Thakur Mobile: 9727703233 E mail: akthakur@amuldairy.com</p>	<p>The Managing Director Mehsana DCMPU Ltd., P.O. Box 1, Mehsana – 384002 KA: Sh. Mrinal Kukreti; Mobile: 9974059249 E mail: mkkukreti@mehsanaunion.coop</p>
<p>The Managing Director Sabarkantha DCMPU Ltd., Sabar Dairy, Himatnagar KA: Sh. R B Patel Mobile: 9687679653 E mail: rpb@sabardairy.coop</p>	<p>The Managing Director Banaskantha DCMPU Ltd., Banas Dairy, Palanpur KA: Sh. Vishal Patel Mobile: 9099273083 E mail: vishalpatel@banasdairy.coop</p>
<p>The Managing Director Baroda DCMPU Ltd. Makarpura Baroda Dairy, Vadodara – 390 009. KA: Sh. Sachin Patel Mobile: 9978930249 E mail: sachin@barodaunion.coop</p>	<p>The Managing Director Panchmahal DCMPU LTd., Lunawada Road, P.B.No. 37 Godhra 389 001 KA: Sh. N C Patel Mobile: 9978993955 E mail: cfp@panchmahalunion.coop</p>
<p>The Managing Director Sumul Dairy, Surat. KA: Sh. Savjibhai Chaudhary Mobile: 7574867500 E mail: svc@sumul.coop</p>	<p>MD, Valsad DCMPU Ltd Tal. Chikhali, Alipur, Dist. Valsad., KA: Sh. Jayesh Upadhyay Mobile: 9377040689 E mail: purchase@valsadunion.com</p>
<p>The Managing Director, Ahmedabad DCMPU Ltd., Near Sukharam Nagar, Gomatipur Ahmedabad – 380021 KA: Sh. Umang Shah Mobile: 8980040901 E mail: purchase@uttamdairy.com</p>	

Specification of DORB:

1. Quality Standards and Specifications

DORB is obtained after crude oil has been extracted from rice bran. DORB is used as an ingredient of cattle feed. This can be in the form of pellets and powder.

Parameters of DORB for trading:

Moisture	10%	(Max)
Crude Protein	15%	(Min)
Crude Fibre	13%	(Max)
Silica	05%	(Max)

Minor deviation to the above parameters is acceptable as per the following Rebate/ Premium.

2. Rebate Schedule

- 2.1 For increase in moisture, the following rebate is applicable:
- 1% for upto 12% of moisture
 - 2% for 12.1% to 14% of moisture
 - Goods having more than 14% of moisture are rejected.
- 2.2 For decrease in crude protein, the following rebate is applicable:
- 2% for 13 to 15% of crude protein
 - 4% for 11 to 12.9% of crude protein
 - Goods having less than 11% of crude protein are rejected.
- 2.3 For increase in crude fibre, the following rebate is applicable:
- 1% for 13 to 15% of crude fibre
 - 2% for 15.1 to 17% of crude fibre
 - Goods having more than 17% of crude fibre are rejected.
- 2.4 For increase in silica, the following rebate is applicable:
- 2% for 5 to 6% of silica
 - 3% upto 8% of silica
 - Goods having more than 8% of silica are rejected.

3. Premium Structure:

- 3.1 Silica: 1% premium for less than 5% of silica

4. Physical Characteristics:

- 4.1 There should not be any off smell in the supplied product.
- 4.2 Goods should be free from impurities, adulterants, insects, fungus, infestation, rancidity & undesirable & objectionable odour.
- 4.3 It should also be free from dirt and extraneous matter including iron and metallic pieces.

5. Packaging

Packaging shall be in sound second hand gunny/HDPE/PP bags. Tare weight of empty HDPE/PP bags will be considered as minimum 200 gms while empty gunny bags will be considered as minimum 1 kg. If the packing is not found in agreement with these norms, the buyer can impose rebate as per the Rebate schedule.

All information should be as per standards of Weights & Measures Act, 1976 & the Standards of Weights & Measures (Packaged Commodities) Rules, 1977 and Food Safety & Standards Act, 2006 and Regulations thereunder.

Goods should be packed in sound / second hand gunny bags, if found any damaged/teared bag used to packing the material, we will deduct Rs. 10/Bag for Gunny Bags & Rs.4/Bag for plastic Bags from your payment

LIST OF RECOGNISED LABORATORIES

Sr. No.	Name of Laboratories	Sr. No	Name of Laboratories
1	M/s. Italab Pvt.Ltd., Maher House 15, Cawasji Patel Street P.B. No. 1832, Fort Bombay : 400 001	6	M/s. C.M.A. Laboratories 5/6-7, Kakad Estate Worli, Bombay : 400 018
2	M/s. Geo-Chem Laboratories Pvt.Ltd., Geo Chem House 294, Shahid Bhagat Singh Road Fort, Bombay : 400 001	7	M/s. Therapeutics Chemicals Research Corporation Shiv Industrial Estate 2 nd Floor, K.V. Balmukund Marg Near Byculla Goods Depot Chinchpokli, Bombay : 400 012
3	M/s. Mayur Industrial Testing & Analytical Lab 36, Sankar Nagar Society Opp. Dudhsagar Dairy, Mehsana : 384 002	8	M/s. Atlas 34-A, Khadak Street 55, K J Building, Masjid Bunder Mumbai : 400 083
4	M/s. J. Parikh & Co., 234/236, Narsi Natha Street 3 rd Floor, Above Dena Bank Mumbai : 400 009	9	M/s. S.G.S. India Pvt.Ltd., S.G.S. House Powai Road, 4-B, Adi Shankaracharya Marg Vikroli (W), Mumbai : 400 083
5	M/s. Nikasu Lab 41-47, Eastern Chambers 128-A, Nandlal Jani Road Poone Street, Dana Bunder Bombay : 400 009	10	The Head (CALF) National Dairy Dev. Board Anand : 388 001