


## eTender Notice

### Basic Details

<b>eTender No.</b>	ETXX20264552			
<b>Initiator</b>	Bhopal Sahakari Dugdh Sangh Maryadit			
<b>Bid Submission Start Date</b>	June 6, 2026, Saturday	<b>Start Time</b>	11:00 hours	
<b>Bid Submission End Date</b>	June 17, 2026, Wednesday	<b>End Time</b>	20:00 hours	
<b>Brief scope of work</b>	Appointment of Consultant for NABL Accreditation (ISO/IEC 17025:2017) and FSSAI Recognition (Level-1) for State Central Laboratory			
<b>Service</b>	Services	<b>Bidding Rate</b>	FOR (Inclusive of All)	

### Earnest Money Deposit (EMD) / Security Deposit (SD) / Transaction Charges (TC)

<b>EMD Payable To</b>	Buyer	<b>Invoice Payment</b>	Directly to Buyer
<b>Security Deposit</b>	Refer Term and Conditions	<b>SD Payable To</b>	Buyer
<b>Initiator EMD Amount</b>	NA	<b>Bidder EMD Amount</b>	Rs 20,000
<b>TC</b>	From Bidder	<b>TC in %</b>	0.4% excluding GST

### Auction Duration

<b>eTender Duration</b>	11 Days
<b>Bid Extension</b>	0

### Critical Dates

<b>Bid Validity</b>	August 17, 2026, Monday 20:00
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### Brief scope of work

Location	Qty	Decremental Value in (₹)	Bidding Unit	Credit Period	Contract Period
<b>Appointment of Consultant for NABL Accreditation (ISO/IEC 17025:2017) and FSSAI Recognition (Level-1) for State Central Laboratory</b>					
Bhopal	1	1	Complete Job	Refer T&C	As per Mentioned in P.O.

### Additional Notes

- Price Quote: Bidder should quote the Rate Rs/ Complete Job(Inclusive of GST).
- The EMD has been fixed for convenience of the bidders, however post-approval of contracts, for any particular bidder, if the amount of EMD is not sufficient with respect to maintaining 0.4 % of trade value + GST and TDS (u/s 194-O) @ 0.1%, In such a scenario the Bid Evaluation Result will be issued in favour of the bidder only after deposition of the balance amount with the NCDFI eMarket.
- If the quoted amount of 2 or more bidder is same than L1 Vendor will be declared basis their total Turnover (form 26AS) during last 3 consecutive Financial year.
- Please share valid documents only. NCDFI or Bhopal Dugdh Sangh is not responsible for any false document provided, which if proved any time EMD and/or Security Deposit will be forfeited.

**Bidding Link - <https://events.ncdfimarket.com/bidder/>**

**For Further guidance kindly contact below persons:**

**Dhruv Patel - 9978603418**

**Vivek Suthar - 9978601585**

**Auction Documents**

**Terms & Conditions**

[Terms & Conditions](#)

**Help Desk**

<b>Telephone</b>	+91-2692-288388	<b>Email</b>	news@ncdfimarket.com	<b>Web</b>	<a href="http://www.NCDFieMarket.com">www.NCDFieMarket.com</a>	<b>App</b>	 
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For bidding, please visit: <https://auction.ncdfimarket.com/SpotLite/>

Notice released date and time: 06-Jun-26 11:57 AM

**Description of Work:** Appointment of Consultant for NABL Accreditation (ISO/IEC 17025:2017) and FSSAI Recognition (Level-1) for State Central Laboratory, MPCDF, Bhopal.

**REQUIREMENTS:-**

**A) General:**

- (i) The Bidder should possess the desired experience, exposure, manpower and managerial capabilities in providing the services that are essential to meet the requirement detailed in the tender document.
- (ii) The Technical and Financial bids should be complete in all respect.
- (iii) The Bidder should have sound exposure & experience in arranging NABL accreditation certification consulting services and should have successfully arranged NABL Accreditation recognition to at least one or more laboratories across the country.
- (iv) The Bidder should render support / help in implementing / acquiring the Certificate within a specified time frame.
- (v) The Bidder should ensure to submit all relevant documents duly self-attested confirming the qualifications desired for the project.

**B. Eligibility and Qualification Requirements:**

The bidders must meet the following minimum qualifying criteria:

No.	Criteria	Requirements/Document
01.	The Bidder to be engaged for accreditation work must have a Chemist/ Dairy Technologist /Food Technologist /Microbiologist with <b>minimum 05 years work experience</b> in consultancy/Auditing of testing and Calibration of Chemical / Food / Dairy/ Laboratory/ Food and drug/ FSSAI or any NABL laboratory or Govt LAB.	Please ensure to submit information on project experience, related work / Purchase order/ Work order / Completion Certificate / Registration etc.
02.	The Bidder/subject expert / key personnel/ lead assessor should have dealt a <b>minimum of 01 completed Consultancy assignments</b> with respect to ISO 17025 of chemical/ food / dairy / microbiology / Testing/ Calibration lab or Govt LAB.	Please ensure to submit a copy of appropriate certification document.
03.	The Bidder/subject expert / key personnel/ lead assessor should possess a valid Registration /Certificate of incorporation empanelment/ registration with BIS/NABL/FSSAI/QCI (Quality Council of India) or GOVT. or lead assessor - NABL certified	Submit a copy of valid certificates of registration.
04.	The Bidder must not have been debarred/blacklisted by the State Government/ Govt. of India or MPCDF or by affiliated Milk Unions	Declaration by the bidder to be submitted in firm's letter head.
05.	The bidder should be in existence for <b>three years</b> or more on the date of bid submission.	Proof of registration of the firm being three years old or more must be uploaded.
06.	The Bidder's Financial Turnover in each of the last three financial years (FY 22-23, 23-24 & 24-25) ending 31st March shall be not less than <b>Rs. 10,00,000/-</b> .	The bidder should submit the Turnover certificate from CA firm / audited financial statements.
07.	<b>Other documents to be submitted</b>	Submit scanned copy of GST Registration Certificate and PAN Card

**Scope of work:**

The Bidder should have necessary competence and experience in covering entire scope of testing (implementation of ISO 17025, technical competency in wet chemical analysis of milk and milk products, experience on pesticide, antibiotics, toxins, heavy metals and microbiological analysis etc) to facilitate covering of scope as per requirement.

The scope for consultancy for NABL Accreditation shall include but not be limited to the items/ activities listed below:

01. Consultant shall visit State Central Laboratory, MPCDF, Bhopal, as and when required, for NABL accreditation as per guideline of ISO/IEC 17025:2017.

02. The consultancy towards acquisition of ISO / IEC 17025:2017 accreditation and FSSAI Recognition for State central lab of MPCDF situated in the premises of MPCDF, Bhopal.

03. All documentation and liaison work to be done by the Consultant shall be in line and integration with BIS/NABL/FSSAI/QCI (Quality Council of India)/ISO.

04. Organizing Internal audit of the laboratory in accordance with ISO/IEC 17025:2017 and Management review meeting.

05. Final Review and Mock Assessment to review the preparedness of the laboratory for final assessment.

06. External Audit Participation, traveling, accommodation and/or local charges of auditors or any official pertaining to NABL Accreditation process shall be in the scope of consultant.

07. Resolution and closing of non-conformities raised during final assessment of the laboratory and any comments from the accreditation committee.

08. Any chemical, consumable or instrument required for NABL accreditation shall be in the scope of MPCDF. Such items shall be retained by MPCDF after accreditation.

09. The Consultancy charges shall include GST or any other statutory expenses.

10. The work of acquisition of ISO/IEC 17025:2017 accreditation and FSSAI Recognitions will be carried out in **12 months** from the date of issuance of Work Order. Any delay attributable to NABL, FSSAI, Proficiency Testing Agencies, Calibration Agencies or MPCDF shall not be counted towards Consultant's completion period.

11. The Consultant will advise MPCDF in advance, about the jobs to be undertaken by outside agencies in acquiring ISO17025:2017 accreditation.

12. No TA/DA/Lodging/Transportation/local charge/external audit participant etc will be paid by MPCDF for above work. Cost of any other activity for getting NABL shall be in the scope of consultant.

13. Consultant's quoted price shall include all costs related to consultancy, documentation, training, site visits, internal audits, travel, lodging, boarding, report preparation, proficiency testing and liaison activities. However, statutory fees payable to NABL/FSSAI, Proficiency Testing Charges, Inter-Laboratory Comparison Charges, Equipment Calibration Charges, CRM Procurement Charges and other

third-party agency charges shall be borne by MPCDF.

14. NABL Audit visits by NABL Auditor will be paid by MPCDF.

15. Scope of work for NABL and FSSAI (Level-1) For milk and milk products(All- all milk and milk products to be covered as per FSSAI) The Test shall be as under but not limited to :-

S.	Group	Product	Parameter	Test method
01.	Chemical /adulteration	Raw milk, Pasteurized milk, Ghee, Paneer, Flavoured milk, Sweet curd, Plain Curd, Lassi, Butter milk, Shrikhand, Rabdi, Milk Cake, Peda, Khoa, White Butter, SMP, WMP, Cream.	Fat, SNF, Acidity	Parameters as mentioned in revised FSSAI Manual of method of analysis of food dairy and dairy products regulation 202 File No.11014/07/20 1-QA
		Raw milk, Pasteurized milk, Paneer, Sweet curd, Plain Curd, Lassi, Butter milk, Shrikhand, Rabdi, Milk Cake, Peda, Khoa, SMP, WMP, Flavoured milk.	Protein	
		Ghee	FFA	
		Khoa, Shrikhand, Sweet curd, Plain Curd, Lassi, Peda, Milk Cake	Total Solid	
		Khoa, Ghee Butter	Reichert Meissl Value	
		Khoa, Shrikhand	Total Ash	
		Ghee, Khoa, Butter	BR Reading	
		Paneer, Ghee, Rabdi, White Butter, SMP, WMP	Moisture	
		Ghee	Iodine Value, Polenske Value, Peroxide value, Baudin test, Saponification value	
		Raw milk, Pasteurized	Starch	
			Detergents	
		milk, Cream, SMP,	Maltodextrin	
		WMP, other milk and milk products	Glucose	
			Sucrose	
			Urea	
			Nitrate	
			Formaldehyde	
	Ammonium			
	Sulphate			
	Neutrilizers			
	Hydrogen peroxide			
	Salt			
	Formalin			
	Gelatin			
	Boric acid			
	Salicylic acid			
	NaOH			
02.	MICROBIOLOGY	Milk & Milk Product	Total Plate Count, Ecoli, Coliform, Yeast & Mould, pathogenic/non pathogenic bacteria	
03.	HPLC	Milk & Milk Products	$\beta$ -Sitosterol, Cholesterol, stigmaterol	
04.	GCMS-MS	Milk & Milk Product	Fatty acid profile, Pesticide residue, Triglyceride	Manual For Analysis Of Pesticide Residue
05.			Pesticide residue,	

	LCMS-MS	Milk & Milk Product	AflatoxinM1, Melamine, Antibiotics, Vitamin	In Food
06.	ICP-MS	Milk & Milk Product	Heavy metals	AOAC official method 2015.01 Heavy Metal in food.
07.	SCC	Only Raw Milk	Somatic Cell Count (SCC), Individual Bacteria Count (IBC)	
08.	FTIR	Raw milk, Pasteurized Milk, Plain Curd, Butter Milk, Lassi	Fat,SNF,Acidity,Protein,Lactose,Total solid,Adulteration	According to FSSAI

**PART- A : Preparation of Documents**

No.	Item of work	Document Copy Nos.	Scope of Item
01.	Prepare documents on the basis of ISO / IEC 17025:2017 and FSSAI.	02	The program should be in the form of work shop / Seminar to guide them about the documents implementation in line with NABL FSSAI requirement.

**Part-B: Consultancy :**

01.	Updating Quality Manuals, Management System, Preparation of Procedures (MSP), Formats & SOPs, Registers	02	<ul style="list-style-type: none"> <li>• The Consultant shall act as facilitator in developing and gaining approval of documentation, suited to the needs of Revenue Laboratories for its implementation abiding to the requirements of ISO / IEC 17025:2017 and FSSAI Recognition.</li> <li>• Update Quality Manuals including description of all elements given in the standards.</li> <li>• Prepare MSP and Standard Operating Procedures (SOPs)</li> <li>• Frame the formats as per ISO/IEC 17025:2017 and FSSAI requirements.</li> <li>• Provide existing SOP's and manuals</li> </ul>
02.	Verification of Facilities and personnel	02	<p>Guide for preparation of required documents :</p> <p>01. Verification of measurement / testing, Calibration traceability conforming International standards.</p> <p>02. Verification of facilities and personnel.</p> <ul style="list-style-type: none"> <li>• Personnel and Equipment</li> <li>• Accommodation/ environment conditions</li> <li>• Test methods and method validation</li> </ul>

			<ul style="list-style-type: none"> <li>• Sampling and Handling of Samples</li> <li>• Assuring the quality of test results</li> <li>• Reporting of the results</li> </ul>
03.	Guidance for implementation of the system to our staff	02	<p>Extend Guidance for implementation</p> <ul style="list-style-type: none"> <li>• Management system, Document control.</li> <li>• Review of requests, Tenders and contracts.</li> <li>• Subcontracting of tests</li> <li>• Purchasing services and supplies</li> <li>• Service to customers,</li> <li>• Complaints and Improvement</li> <li>• Control of non-confirming work</li> <li>• Corrective and preventive action</li> <li>• Control of records</li> </ul>
<b>Part - C: Auditing</b>			
01.	Guidance for Internal Audit, Management review meeting and submission of application	02	<ul style="list-style-type: none"> <li>• Consultant shall guide for conducting internal audit and reporting results.</li> <li>• Consultant shall guide when conducting management review meeting and preparation of minutes.</li> <li>• Submission of application for accreditation to NABL and FSSAI.</li> <li>• Submission of quality manual to NABL and Fssai for adequacy by lead assessor.</li> <li>• Updating quality manual as suggested by lead assessor (NABL).</li> </ul>
02.	Final NABL Audit and Integrated NABL and FSSAI Audit	02	<ul style="list-style-type: none"> <li>• Consultant shall be present at the time of Final audit by accreditation body and guide for closing the observations given by accreditation body.</li> <li>• Submission of any corrective action to NABL and External Audit Participation.</li> </ul>
<b>Part – D : Implementation For NABL Accreditation As Per ISO / IEC 17025:2017 and FSSAI Recognition and Responsibility of Consultant</b>			
<b>S.</b>	<b>Activity</b>	<b>Time Period</b>	
01.	GAP analysis	02 months	
02.	Documentation preparation (Quality Manuals, SOPs, Files and formats)		
03.	Documentation handover and training for implementation (Quality Manual, SOPs, QMSP and formats)		
04.	Assist MPCDF to acquire Inter Laboratory Comparison test and calibration of equipment & glassware Certificates and all documents required for NABL application		
05.	Undertaking any check to verify testing / calibration capacity of the laboratory & witnessing the testing / calibration / sampling being performed in relevance to accreditation.		
06.	NABL and FSSAI Application preparation & sending them to NABL & FSSAI etc.	04 months	
07.	Implementation of quality system		
08.	Quality system development		
09.	On-job training for all concerned staff		

10.	Guidance for the method validation and verification and Training on documentation	06 months
11.	Training on implementation	
12.	Training on quality control	
13.	Training on pre-analytical errors	
14.	Training on document control	
15.	Monitoring quality system	
16.	Closure of non-conformance	
17.	Assist State Central Laboratory MPCDF, during final assessment by NABL.	
18.	Obtaining final NABL accreditation.	
19.	Any other job related to obtaining NABL accreditation and FSSAI Recognition.	
20.	Support from the consultant during Proficiency Testing (PT) samples performing and submission of results.	
21.	Support from the consultant while calculation measurement Uncertainty for all the parameters as per group / test provided.	
22.	Guidance to procure latest version of Standards as per groups.	
23.	Guidance to conduct intermediate checks for the instruments (as per group / test ) and to submit the application through online mode.	
24.	Support the lab to submit NABL online application and prepare the team to face the NABL assesment and guide for closure of all non conformities raised during each assessment.	
25.	Any other point related to FSSAI/ BIS / NABL required to achieve NABL accreditation and FSSAI level 1 for milk and milk products.	

#### Other Terms & Conditions:

- A. **Confidentiality** - All laboratory records, analytical data, reports, SOPs, manuals and documents generated during the assignment shall remain the exclusive property of MPCDF and shall not be disclosed to any third party without prior written approval of MPCDF.

**GENERAL TERMS & CONDITIONS**

**MADHYA PRADESH STATE COOPERATIVE DAIRY FEDERATION LIMITED**  
**(MPCDF).**

Madhya Pradesh State Cooperative Dairy Federation Ltd. (MPCDF) having its office at Bhopal, Madhya Pradesh *invites* “Online bids” from reputed consultancy firm for the above job.

**EARNEST MONEY DEPOSIT & SECURITY DEPOSIT SCHEDULE:**

**1. EARNEST MONEY DEPOSIT (EMD)/ SECURITY DEPOSIT**

- 1.1 Bidders need to be a member at NCDFI eMarket and deposit the requisite **Earnest Money Deposit (EMD) @ Rs. 20,000** (TDS @ 0.1% of contract Value included in EMD) of the bid value as per the terms of NCDFI eMarket for participation in the e-Auctions prior to the scheduled time of e-Auctions.
- 1.2 Any bidder without EMD shall not be able to participate in the e-Auctions.
- 1.3 EMD deposited by the un-successful bidders shall be refunded on real time basis to their Escrow Accounts maintained with NCDFI eMarket.
- 1.4 The EMD shall be liable for forfeiture if the L1 bidder does not execute the contract and fails to furnish the Security Deposit (SD), if asked, in specified time. On confirmation of completion of supplies by MPCDF/respective Scl lab, NCDFI eMarket will release the EMD within one working day, after adjusting the transaction charges of 0.40% which is exclusive of GST.
- 1.5 **Security Deposit (SD) (Performance Security)** - Within 30 days of receipt of the Purchase order (issued by respective Scl lab), the successful bidder is required to deposit Security Deposit (SD) (Performance Security) @ **5%** of the contact value with respective Scl lab, before start of the consignment/supply. Bidder may submit the SD through RTGS/NEFT/DD/Bank Guarantee (as per purchaser’s approved format, in the name of respective Scl lab) to the respective Scl lab. The proceeds of the SD/Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.

The SD/performance security will be discharged by the Purchaser and returned to the Supplier not later than 30 days following the date of completion of Supplier’s performance obligation, including any warranty obligations, under the Contract.

Failure of the successful Bidder to comply with above-mentioned requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (if any).

- 1.6 No interest shall be payable on the EMD/SD.

**2. SUBMISSION OF BID**

- 2.1 The Bidder is expected to study and understand all instructions, specifications, terms and conditions prior to participating in the eAuctions.

- 2.2 The rate should be quoted for the complete job for SCL lab, MPCDF, Bhopal.
- 2.3 The prices quoted should be inclusive of all taxes and duties, insurance etc. and free from any escalations.
- 2.4 The bid price quoted shall have to be valid **for 60 days**, from the date of e-Auction. A bid valid for a shorter period shall be rejected and treated as non-responsive.
- 2.5 Fixed Price: The Price quoted by the Bidder shall be fixed during the bidder's performance of the Contract/Supply and not subject to variation on any account. A bid submitted with an adjustable price quotation for such goods and services will be treated as non-responsive and rejected.
- 2.6 Payment of differential amount due to price variation on account of change in applicable taxes and duties on the invoiced items/ services shall be payable only if, the details of the taxes and duties included in the prices & HSN/ SAC code considered, is furnished in the bid. If any altogether new tax and duty is imposed on such contract after the bid opening date, the same shall be considered for payment/ reimbursement upon documentary evidence. Similarly, the differential amount shall be recovered, if the rates of taxes and duties are revised downward.

### **3. AWARD OF CONTRACT**

- 3.1 The NCDFI eMarket shall inform the L1 rates discovered during the eAuction to MPCDF. If the L1 rate(s) are acceptable, MPCDF will award the Purchase Order (PO) / Work Order to the L1 bidder within 15 working days after the rate approval.
- 3.2 **Signing of Contract** - Within 30 days from the receipt of the Purchase/Work Order, the successful bidder shall return the duplicate copy of the PO, duly signed and sealed **along with Contract Agreement** (On the Non-judicial Stamp paper as per the **Stamp Act of Madhya Pradesh State Govt.**) (in the attached format of contract agreement) & Security Deposit/PBG, wherever applicable.

### **4 TRANSFER OF CONTRACT**

- 4.1 The contract is not transferable on any account whatsoever.
- 4.2 Any request for transfer of contract shall be treated as non-performance or breach of Contract and the EMD or/and SD, as the case may be, shall be liable for forfeiture.

### **5 COMPLETION PERIOD**

- 5.1 Completion Period – **as mentioned in the Scope of Work.**

### **6 TAXES AND DUTIES**

- 6.1 The rates shall be inclusive of GST (applicable GST in % to be indicated separately). In case of any variation in statutory levies, including GST on the finished product during the contract period, the same shall be applicable as per Government Notifications and shall be borne by the purchaser.

- 6.2 The item wise quoted price shall be on FOR site basis and shall include the charges for GST / Taxes / Duties etc.
- 6.3 All applicable cess, levies shall be included in the price quoted and shall be borne by the Contractor/ Supplier.
- 6.4 Any claim of contractor / supplier for revision in Taxes should be supported by relevant Government notification.
- 6.5 Any statutory recoveries, if any, shall be effected as per the prevailing rules and regulations.

## 7 SUBMISSION OF BILLS & PAYMENT

- 7.1 Bills in triplicate stating therein the purchase order reference along with necessary copies of despatch documents are to be submitted as per instructions given in the purchase order. Unless otherwise stated, the payment shall be made by Crossed Account Payee cheque/ RTGS / NEFT according to the terms of payment mentioned in the purchase order.

### 7.2 Terms and Mode of Payment:

No.	Job completion Phase for release of payment to Bidder (Consultant / Consulting firm)	Duration	Installment	Payment to be released of the total Quoted Consultancy Charges (incl. GST)
01.	Submission of GAP analysis report, Making and updating of Quality Manual of NABL application and other related documents etc. Time line of making and updating of quality manual of NABL application will start after completion of GAP analysis .	02 months	First	20%
02.	Application Filling	04 months	Second	50 %
03.	Receipt of NABL Accreditation Certificates.	06 months	Third	30 %

The Consultant may request release of any pending milestone payment against submission of a Bank Guarantee of equivalent amount, issued by a Scheduled Public Sector Bank(s) or Scheduled Private Sector Bank(s) or Scheduled Foreign Bank(s) as notified by RBI, valid till 60 days beyond scheduled completion date of the Job, in the form provided in the Bidding Documents. The Consultant shall ensure timely extension of the Bank Guarantee, if required. The Bank Guarantee shall be released upon satisfactory completion of the assignment and fulfillment of all contractual obligations by the Consultant. Release of payment against Bank Guarantee shall be at the sole discretion of MPCDF.

The payment shall be released within 30 days against submission of original invoice.

*NOTE: The payment shall be released after receipt of duplicate copy of PO duly accepted, contract agreement and Security Deposit (PBG).*

## 8 LIQUIDATED DAMAGES

- 8.1 If the supplier/bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, Purchaser shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to:

Sl. No.	Delay Period	Liquidated Damages
01	up to 1 month	1% of cost
02	Between 1 to 2 months	2% of cost
03	After 2 months	5% of cost

The Purchaser may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor/supplier. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

The total amount so deducted shall not exceed 5% of the purchase order value. Once the maximum is reached, Purchaser may consider cancellation / termination of purchase order/ contract, and forfeiture of performance security and/or Retention amount.

The amount of Liquidated damages will not be adjusted or set-off against any sum payable to the successful tenderer under this or any other contract with Purchaser.

Any incremental, duty /tax levied on account of delay in performance of contract by the supplier, shall be to supplier's account.

## 9 Termination of Contract:

### 9.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods/Services within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

Purchaser shall be free to cancel the order either in full or in part, in the case of non-delivery of material/ non completion of installation/ services within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of

cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid. The supplier/ contractor has no right to forfeit the advance amount received by him.

## 9.2 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the date of issuance of the termination notice, shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier
- (c) Termination of Contract:  
MPCDF reserves the right to terminate the contract in whole or in part at any time by a written notice of 15 days. However, the pending orders on the date of termination shall be executed as per the terms & conditions agreed under the contract.

## 10 DISPUTE

In case of any disagreement or dispute arising between Purchaser & Supplier in connection with the performance of contract, purchaser and the supplier shall make every effort to resolve amicably by direct informal discussion. However, the decision of Purchaser shall be final & binding on the supplier.

## 11 FORCE MAJEURE:

The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier/ contractor nor MPCDF shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state at Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.

## 12 ARBITRATION:

In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to the appointed by

mutual consent of both the parties, whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be at registered business place of Purchase.

**13 JURISDICTION:**

Court at Bhopal, MP, alone shall have jurisdiction regarding any matter arising out of this contract/agreement.

**14 OTHER TERMS:**

- 14.1 MPCDF reserves the right to reject any or all Bid without assigning any reasons. The decision of MPCDF in this regard shall be final and binding on all suppliers.

**Format for Contract Agreement**

(On the Non-judicial Stamp paper as per the **Stamp Act of Local State Govt.**)

THIS AGREEMENT is made at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2025 between *[name and address of the Purchaser]*, (hereinafter called Principal”) of the one part and \_\_\_\_\_(hereinafter called “the Contractor”) of the other part:

WHEREAS Madhya Pradesh State Cooperative Dairy Federation Ltd. being desirous of getting the tendered work done and accordingly the Supplier/Contractor has accepted a bid in response to the MPCDF’s Bidding Document Reference \_\_\_\_\_ with regards to executing the \_\_\_\_\_ (description of the WO/PO), for a sum of Rs. \_\_\_\_\_ (Rupees ..... ) (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as in the Terms and Conditions as per the above referred Bidding Document.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz :
  - a. the offer and price schedule submitted by the Contractor:
  - b. the schedule of requirement/list of items and the technical specifications mentioned in the above referred Bidding Document:
  - c. The terms and conditions mentioned in the above referred Bidding Document:
  - d. The Principal’s PO/Work Order No. \_\_\_\_\_ dated \_\_\_\_\_
3. In consideration of the payments to be made by the Principal to the Contractor, the Contractor hereby covenants with the Principal to undertake the work (as per the tender) and to remedy defects therein in conformity in all respects with the provisions of the ARC given by the Principal and Bidding Document.
4. The MPCDF hereby covenants to pay the Contractor, in consideration of undertaking the work / Mechanical and Electrical work and the remedying of defects therein, the contract Price or such other sum as may become payable under the provisions of the Work Order at the times and in the manner prescribed in the Work Order and Bidding Document.
5. Arbitration: In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/ accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to the appointed by mutual consent of both the parties, whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Bhopal (M.P.).
6. Jurisdiction: Courts at Bhopal, MP, alone shall have jurisdiction regarding any matter arising out of this agreement.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by  
the said

Signed, Sealed and Delivered by  
the said

Authorized Signatory  
MPCDF

Authorized Signatory  
(For the Contractor)

In the presence of:  
Witness

In the presence of:  
Witness

1) Signature

1) Signature

Name  
Address

Name  
Address

2) Signature

2) Signature

Name  
Address

Name  
Address

**(Form of Bank Guarantee - Security Deposit/Retention)**

*(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)*

Performance Guarantee No.....*[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: *[insert the name of the Purchaser/MPCDF]*

WHEREAS \_\_\_\_\_ *[name and address of Supplier]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Goods and related Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee1]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Goods and related Services to be supplied thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until ..... (i.e.) 90 days following the Completion date of the Contract including any warranty obligations, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_